



**Town of Surfside  
Regular Town Commission Meeting**

**AGENDA**

**December 10, 2019**

**7 p.m.**

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

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

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

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

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

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

**1. Opening**

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks – Mayor Daniel Dietch**
- E. Agenda and Order of Business Additions, deletions and linkages**
- F. Community Notes – Mayor Daniel Dietch**
- G. Pension Board Award Presentation – 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**
  - November 12, 2019 Town Commission Meeting Minutes

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

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

- D. Committee Reports – Guillermo Olmedillo, Town Manager**
  - October 7, 2019 Tourist Board Meeting Minutes
  - October 17, 2019 Downtown Vision Advisory Committee Meeting Minutes
  - October 28, 2019 Parks and Recreation Committee Meeting Minutes

- E. USPS Annual Rent/Lease of Town Parking Spaces – 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 94<sup>TH</sup> STREET MUNICIPAL PARKING LOT, AND PARKING SPACES AT THE 95<sup>TH</sup> STREET MUNICIPAL PARKING LOT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**



**F. Youth Sports Program Coaches (Soccer and Tennis) – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AGREEMENTS WITH CYCLONE SOCCER MIAMI, INC. FOR THE TOWN'S YOUTH INSTRUCTIONAL SOCCER AND COMPETITIVE SOCCER PROGRAMS; APPROVING AN AGREEMENT WITH GM SPORTS TENNIS, LLC FOR THE TOWN'S YOUTH TENNIS PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**G. FY 2020 Budget Amendment Resolution No. 3 – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 FOR THE FISCAL YEAR 2020 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. Office Depot Contract - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH OFFICE DEPOT, INC. FOR OFFICE SUPPLIES, PRODUCTS, AND RELATED SERVICES; FINDING THAT THE PURCHASES 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.**

**I. Treasury Management Master Agreement – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL OF SUNTRUST BANK AND TREASURY MANAGEMENT TERMS AND CONDITIONS FOR BANKING SERVICES; FINDING THAT THE ACQUISITION OF BANKING SERVICES IS 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. Professional Services Agreement – ARBAB Engineering, Inc. – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARBAB ENGINEERING INCORPORATED FOR STRUCTURAL PLAN REVIEW SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**K. Resolution Authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the City of Sunny Isles Beach - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE CITY OF SUNNY ISLES BEACH, AND A JOINT DECLARATION OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**L. Resolution Authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Miami Shores Village - Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH MIAMI SHORES VILLAGE, AND A JOINT DECLARATION OF THE CHIEF OF THE MIAMI SHORES POLICE DEPARTMENT AND THE CHIEF OF THE SURFSIDE POLICE DEPARTMENT PURSUANT TO MUTUAL AID AGREEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**M. Work Utility Vehicle 4X4 Purchase for Public Works Department – Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A UTILITY VEHICLE FOR THE PUBLIC WORKS DEPARTMENT; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; PROVIDING FOR AUTHORIZATION; 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. Fee Increase for Structural Plan Review - 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.**



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

**B. First Reading Ordinances**

- 1. Ordinance Amending the Town's Purchasing Code (Chapter 3) -  
Guillermo Olmedillo, Town Manager**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3 "PURCHASING" OF THE TOWN CODE RELATING TO PURCHASING LIMITATIONS AND EXEMPTIONS FROM COMPETITIVE BIDDING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

- 2. Pension Ordinance Enhancing Pension Benefits for Non-public safety Employees to Conform Maximum Benefit Limitations and Retirement Ages – Guillermo Olmedillo, Town Manager**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176(a) OF THE TOWN CODE TO LOWER RETIREMENT AGES FOR NON-PUBLIC SAFETY EMPLOYEES CONSISTENT WITH MAXIMUM BENEFIT LIMITATIONS; AMENDING SECTION 2-176(c) OF THE TOWN CODE TO INCREASE THE MAXIMUM BENEFIT LIMITATION FROM 68% TO 80% FOR GENERAL EMPLOYEES; AMENDING SECTION 2-192 OF THE TOWN CODE TO INCREASE THE COST OF LIVING ADJUSTMENT FROM 1.5% TO 2% PER YEAR FOR NON-PUBLIC SAFETY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**5. Resolutions and Proclamations**

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

**A. Climate Emergency Resolution – Mayor Daniel Dietch *[Item Linked to Item 5B]***

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A CLIMATE EMERGENCY; URGING THE STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO DECLARE A CLIMATE EMERGENCY; REQUESTING REGIONAL COLLABORATION ON A TRANSITION PLAN AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE AND SUSTAINABLE CLIMATE; PROCLAIMING A CALL TO ACTION FOR THE TOWN TO CONTINUE EFFORTS TOWARDS ADAPTATION, MITIGATION AND RESILIENCY STRATEGIES, INCLUDING IMPLEMENTATION OF THE TOWN'S CLIMATE CRISIS REPORT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

**B. Climate Change/Climate Action Report – Guillermo Olmedillo, Town Manager *[Item Linked to Item 5A]***

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND ADOPTING THE TOWN OF SURFSIDE CLIMATE CRISIS REPORT (OVERVIEW, ACTIONS TAKEN AND NEXT STEPS), FIRST EDITION, NOVEMBER 2019 ("CLIMATE CRISIS REPORT"); 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

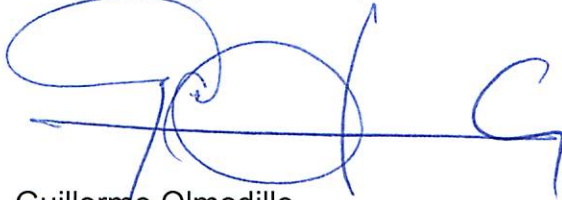
**8. Unfinished Business and New Business**

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

**A. Repeal of Ordinance 2018-1694 – Commissioner Tina Paul**

**10. Adjournment**

Respectfully submitted,

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

Guillermo Olmedillo  
Town Manager

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

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

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

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

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





Public Pension Coordinating Council

***Public Pension Standards Award  
For Funding and Administration  
2019***

Presented to

***Retirement Plan for Employees of the Town of Surfside***

In recognition of meeting professional standards for  
plan funding and administration as  
set forth in the Public Pension Standards.

*Presented by the Public Pension Coordinating Council, a confederation of*

National Association of State Retirement Administrators (NASRA)  
National Conference on Public Employee Retirement Systems (NCPERS)  
National Council on Teacher Retirement (NCTR)

A handwritten signature in cursive script, reading 'Alan H. Winkle'.

Alan H. Winkle  
Program Administrator



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES**

**November 12, 2019**

**7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Dietch called the meeting to order at 7:03 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**

Vice Mayor Gielchinsky spoke regarding gratitude to everyone who has shown him support, thanked staff and wished everyone a Happy Thanksgiving.

Town Manager Olmedillo advised the Town Commission regarding the issuance of courtesy notices and stated that the code used was in error. He stated that letters will go out advising that the original letters were issued in error.

Mayor Dietch thanked the staff who coordinated the Veterans Day Parade and reiterated the loss of someone in the community. He mentioned that Norman Superstein, the father of a former commissioner and a veteran of World War II, passed away. The Commission sends the family their condolences.

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

Commissioner Karukin requested to link items 3I and 5A, link items 3M and 3G and have them pulled from the Consent Agenda.

Mayor Dietch stated a Bal Harbor Commissioner would like to speak on item 5I, therefore he requested that item be pulled from the Consent Agenda.

A motion was made by Commissioner Paul to link items 3I and 5A, 3M and 3G, pull out of the Consent Agenda 3M, 3G and 5I, seconded by Commissioner Karukin. 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.

**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 Vice Mayor Gielchinsky to approve the Consent Agenda minus the pulled items 3I, 3M, 3G and Attachment E, page 127. The motion received a second from Commissioner Karukin. All voted in favor.

A motion was made by Commissioner Karukin to pull item 3K, seconded by Vice Mayor Gielchinsky. All voted in favor.

**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

Approved on consent.

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

Attachment E was pulled by Commissioner Karukin.

Commissioner Karukin complimented the DVAC on how well they are doing.

Approved on consent.

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

Approved on consent.



**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

Approved on consent.

**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.**

Approved on consent.

**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.**

Approved on consent.

- 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.**

Town Clerk Novoa read the title into the record.

Commissioner Karukin made a motion to approve as amended changing the word to “installation” instead of “purchase”, seconded by Vice Mayor Gielchinsky. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

- H. 96<sup>th</sup> 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 96<sup>TH</sup> 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**

Approved on consent.

- 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.**

Town Clerk Novoa read the title into the record.

This item was linked to Item 5A.

A motion was made by Commissioner Karukin, and seconded by Vice Mayor Gielchinsky. All voted in favor.

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**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.**

Approved on consent.

**K. Approval of Resolution for an Agreement with the United States Postal Service for Annual Rent/Lease of Town Parking Spaces Located in the 94<sup>th</sup> Street Parking Lot and the 95<sup>th</sup> 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 94<sup>TH</sup> STREET MUNICIPAL PARKING LOT, AND PARKING SPACES AT THE 95<sup>TH</sup> STREET MUNICIPAL PARKING LOT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk Novoa read the title into the record.

Commissioner Karukin requested to pull the item because he was concerned with the 27 spaces in the 94<sup>th</sup> Street lot.

The Town Commission discussed the need for so many parking spots.

Town Manager Olmedillo answered their questions.



A motion was made by Commissioner Karukin to defer the item, and seconded by Vice Mayor Gielchinsky. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

**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.**

Approved on consent.

**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.**

Town Clerk Novoa read the title into the record.

Commissioner Karukin requested to place all purchases of vehicles together as one item for the future.

A motion was made by Commissioner Karukin, and seconded by Vice Mayor Gielchinsky. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

**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.**

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. 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 93<sup>RD</sup> 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.**

Town Clerk Novoa read the title into the record.

Town Planner Sinatra introduced the item and gave a synopsis of the requested ordinance.

Commissioner Paul requested an explanation on number 5.

Town Planner Sinatra answered Commissioner Paul’s question.

Commissioner Karukin commented on the historical perspective of the maximum wall frontage and the changes of the Code. He suggested to present the recommendation of the Planning and Zoning Board of the removal of the 300-foot separation.

Town Planner Sinatra addressed Commissioner Karukin's questions and concerns regarding the Code and the amended motion he would like to make for the H30 and H40 of the 150-foot setback.

The following individuals spoke on the item:

Victoria Saife

Matthew Barnes, Akerman LLP, representing the Marriott.

Jeffrey Platt

Peter Filiberto

Richard Heisenbottle, RJ Heisenbottle Architects, PA, representing 90<sup>th</sup> Street International Investment Corp.

Motion made by Commissioner Cohen to allow Richard Heisenbottle an additional minute to speak, motion received a second from Commissioner Paul. All voted in favor.

Tricia Fowley

Kristofer Machado, Ackerman LLP, 9040 LLC and 90<sup>th</sup> Street International Investment Corp.

A motion was made by Commissioner Cohen, and seconded by Vice Mayor Gielchinsky to allow Kristofer Machado 6 minutes to speak.

Eliana Salzhauer

Michael Dranoff

Kathleen Kaufman

George Kousoulas

Eike Stankovic

Michel Ayub

Esther Superstein

Rick Superstein

A motion was made by Commissioner Paul to hear Good and Welfare right after this item, and seconded by Vice Mayor Gielchinsky. All voted in favor.

Mayor Dietch closed public comments.

Commissioner Paul commented on the statements made by Kristofer Machado.

Town Planner Sinatra spoke regarding the number one traffic generator being banquets and ballrooms.

Further discussion regarding the item and requested amendments to the ordinance to include deleting the 300-foot separation requirement, adding the requirement that hotels in the H40 south of 93 street along Collins and Harding Avenue could not be greater than 150 feet in the historic district subject to approval by the Planning and Zoning Board and Commission. Also, that number 7 of the ordinance language be subject to the approval of both the Planning & Zoning Board and the Town Commission.

Town Attorney Arango stated that she would look at the amendments being requested and amend the Ordinance.

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

A motion was made by Commissioner Karukin to have Town staff bring back the ordinance for consideration that any building south of 93<sup>rd</sup> street in the moderate high density be greater than 150 feet, seconded by Commissioner Paul. The motion passed with a 3-2 vote. Vice Mayor Gielchinsky and Commissioner Cohen voted no.

*(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**

Town Clerk Novoa read the title into the record.

The following individuals spoke on the item:

Eliana Salzhauer  
Diana Gonzalez  
Joel Simmons  
Sasha Plutno

Members of the Town Commission addressed the comments made by the public.

A motion was made by Commissioner Karukin to approve the Ordinance, and seconded by Commissioner Paul. All voted in favor.

**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.**

Town Clerk Novoa read the title into the record.

Commissioner Karukin requested clarification of the formula from Town Planner Sinatra regarding the setback and maximum building length. He also suggested creating a maximum square footage.

Town Planner Sinatra clarified the formula for the setback, the maximum building length and suggested that possible language could state that any aggregated lot cannot exceed what one can do with a double lot.

Town Manager Olmedillo gave some other options and clarification of the ordinance.

Commissioner Paul commented on the giant homes being built on the smaller lots and this should be tackled as a whole on all lots.

Commissioner Cohen asked what the formula currently is now.

Town Planner Sinatra answered Commissioner Cohen's question.

The following individuals spoke on the item:

Sasha Plutno  
Louis Scherr  
Eliana Salzhauer  
Randy Rose  
Dale Allen  
Peter Hickey  
Jeff Rose  
Joe Miranda

A motion was made by Commissioner Cohen to allow Jeff Rose an additional minute, and seconded by Commissioner Paul. All voted in favor.

Jennifer Zawid  
Peter Filiberto  
George Kousoulas

A motion was made by Vice Mayor Gielchinsky to extend George Kousoulas an additional minute, and seconded by Commissioner Paul. All voted in favor.

Mayor Dietch responded to the comments made by the public.

A motion was made by Commissioner Karukin at 11:00 p.m. to extend the meeting no more than 4 hours, and seconded by Vice Mayor Gielchinsky. All voted in favor.

Town Manager Olmedillo addressed the Commission regarding this item and the different options available.

A motion was made by Commissioner Karukin to defer the item. The motion received a second by Commissioner Paul. All voted in favor.

Commissioner Karukin withdrew his motion to defer the item and Commissioner Paul withdrew her second.

A motion was made by Vice Mayor Gielchinsky, and seconded by Commissioner Karukin directing Town Manager Olmedillo to obtain materials and visuals to present at the special joint meeting of the Town Commission and the Planning & Zoning Board Meeting within sixty (60) days. All voted in favor.



**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.**

Town Clerk Novoa read the title into the record.

A motion was made by Vice Mayor Gielchinsky for purposes of discussion. The motion received a second by Mayor Dietch. All voted in favor.

Mayor Dietch asked why the fees have to go up.

Town Manager Olmedillo requested Building Official Prieto to introduce the item and explain the increase in the fees

Building Official Prieto explained the increase in fees and answered Mayor Dietch's question.

A motion was made by Vice Mayor Gielchinsky to approve the Ordinance, and seconded by Commissioner Paul. The motion passed with a 4-1 vote with Commissioner Karukin voting no.

**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.**

Town Clerk Novoa read the title into the record.

Assistant Town Manager Tavares introduced the item and Bay Harbor Island Commissioner Jordan Leonard.

Bay Harbor Island Commissioner Jordan Leonard presented the item and spoke regarding working together when it comes to transportation, the grant and cost entailed.

The following individuals spoke on the item:  
Peter Filiberto

A motion was made by Commissioner Karukin to approve the Resolution, and seconded by Vice Mayor Gielchinsky. All voted in favor.

- 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.**

Town Clerk Novoa read the title into the record.

The following individuals spoke on the item:  
Eliana Salzhauer  
Sasha Plutno

A motion was made by Commissioner Paul to approve the Resolution, and seconded by Vice Mayor Gielchinsky. All voted in favor.

- 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.**

Town Clerk Novoa read the title into the record.

Town Manager Olmedillo introduced the item.

Town Attorney Arango gave an explanation of the item and the requirement of a texting policy requested by the State Attorney's Office, which is dictated by law.

Commissioner Paul asked Town Attorney Arango to define what constitutes text messages and how social media apps come into play.

Town Attorney Arango stated that it is not a social media policy but a text messaging policy.

Commissioner Karukin asked how the redaction of personal messages would take place.

Town Attorney Arango stated that they would work on a procedure on how to retrieve those messages.

A motion was made by Commissioner Karukin to approve the Resolution substantially in the form attached, and seconded by Commissioner Paul. The motion passed with a 4-1 vote with Commissioner Cohen voting no.

**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.*

The following individuals spoke:

Vice Mayor Seth Salver from the Village of Bal Harbour spoke regarding parking passes for neighboring communities and a friends and family rate.

Charles Burkett spoke regarding the 150 feet setback, tourism funds, Town parks, historic preservation and staffing.

Patricia Fernandez spoke regarding not having more hotels, traffic and parking on the sidewalk by her house.

A motion was made by Commissioner Paul to extend Patricia Fernandez an additional minute, and seconded by Commissioner Karukin. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

Sasha Plutno spoke regarding the CERT Program, commended the Police Department and spoke regarding aggregation of lots.

Commissioner Paul made a motion to extend Sasha Plutno an additional minute, and seconded by Commissioner Karukin. All voted in favor.

Diana Gonzalez spoke regarding the hotels and the monies spent on tourism.

Jeffrey Platt spoke regarding who originated the attack on the residents of the Town, who urged Town Manager Olmedillo to notice homeowners on signs on their lawn.

Mitchell Gottlieb spoke regarding parking signage change, the NW corner of Abbott Avenue and 94<sup>th</sup> and 95<sup>th</sup> and appreciates the hard work of every employee.

Commissioner Paul made a motion to extend Mitchell Gottlieb an additional minute, and seconded by Commissioner Karukin. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

Eliana Salzhauer spoke regarding the courtesy notice she received and wanted clarification.

Jennifer Rotker spoke regarding the small town feel of Surfside and not to allow the large buildings.

Marianne Meisheid spoke regarding the use of the Town seal and agrees with Town Manager Olmedillo and the signs being removed. She spoke regarding the tourist dollars and clarified that they do not come from the residents.

Levi Caplan spoke regarding 90<sup>th</sup> and Dickens and the stop signs being obstructed. Mr. Caplan gave pictures to the Town Clerk and Town Commission.

Clara Diaz-Leal spoke regarding quality of life, respecting each other's beliefs and protecting the quality of life by having a walkable community.

Norma Parron thanked the Town Commission for their hard work and a great job done. She also spoke regarding a light pole missing and electrical wires going into a house without having a pole across the street from her house on the west side between 90<sup>th</sup> and 91<sup>st</sup> and Byron.

Bob Fisher commended the Police Chief during the Halloween event. He suggested having a building preservation committee. He spoke regarding the lighting in Surfside and how it needs to be better. He suggested having food trucks with bands in the downtown district and more lighting.

Members of the Town Commission addressed comments made by the public speakers.

**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**

Town Manager Olmedillo introduced the item.

Hyon O'Brian, President of the Bal Harbour Rotary Club, described the donation request.

A motion was made by Commissioner Karukin to approve \$1,000, and seconded by Vice Mayor Gielchinsky. All voted in favor.

Martin Packer from the Rotary Club thanked the Commission for their donation.

**B. Approval of 2020 Town Commission Meetings Schedule – Sandra Novoa, MMC, Town Clerk**

Mayor Dietch requested that the schedule be reviewed by the new Commission.

Vice Mayor Gielchinsky requested to put an asterisk on the May 1 meeting stating that it is pending on the new commission's approval.

A motion was made by Commissioner Paul to approve the 2020 Town Commission Meeting Schedule, and seconded by Commissioner Cohen. All voted in favor.

**C. Downtown Alleys - Guillermo Olmedillo – Town Manager**

Town Manager Olmedillo gave an update on the downtown alleys. He addressed questions from the Commission regarding who is responsible and the health issue involved.

The Town Commission directed Town Manager Olmedillo to handle the health issue and public safety issue and advise the owners to remedy those issues/violations.

The following individuals spoke on the item:  
George Kousoulas

Commissioner Paul asked if there could be a special taxing district created for the alleys.

Town Manager Olmedillo answered Commissioner Paul's question.

Town Manager Olmedillo read the plat description to the Commission.

A motion was made by Mayor Dietch to have staff address the property owners by informing them of the conditions of the alleys, the challenges faced, that the property owners must comply within a reasonable amount of time and then follow with code enforcement, and seconded by Vice Mayor Gielchinsky. All voted in favor.

A motion was made by Mayor Dietch to follow the recommendation from DVAC, and second by Commissioner Karukin. All voted in favor

**D. Hamsa-Hamsa Agreement Discussion - Guillermo Olmedillo – Town Manager**

Town Manager Olmedillo gave an update on the violation letters and issues with the contractor.

Vice Mayor Gielchinsky spoke regarding the item and the challenges that have been encountered and feels that it is a benefit to the Town to have the concessionaire. He spoke with Mr. Ginsburg and advised him to increase the level of cooperation with the Parks and Recreation Director Milian.

Vice Mayor Gielchinsky suggested another 6-month extension from the current term they have and then readdress the contract.

Commissioner Karukin stated that he has heard of issues, prices, third party food and getting across the gate into the area, and stated that he is not comfortable renewing Mr. Ginsburg's lease for 3 years. He stated of consistent problems he has heard about and gave examples. He is also not comfortable with the scheduling issues.

Commissioner Paul agreed with a 6-month trial basis and also agreed not to do a 3-year contract but instead on a year to year basis.

The following individuals spoke on the item:

Mandy Davoudpour

Eliana Salzhauer

Vice Mayor Gielchinsky stated to the applicant that if they approve this the applicant must agree to stop the public records requests, to stop texting him at night or on the weekend, no scheduling issues and to stop the unnecessary emailing to the Commission and there will be no flags on the beach. The applicant must work with Town Manager Olmedillo and Town Attorney Arango on the 6-month extension agreement.

Town Manager Olmedillo stated that the conditions of the contract call for a certain schedule that must be provided to staff. He stated that schedule is to be an open schedule and not to the convenience of the concessionaire.

Eli Ginsburg, Hamsa Hamsa, addressed the questions posed by the Town Commission.

A motion as made by Vice Mayor Gielchinsky to modify the current agreement to provide a 6-month extension agreement with one-year extensions and direct Town Attorney Arango and Town Manager Olmedillo to draft a new agreement and bring back to the Commission at the end of the 6-month extension, seconded by Commissioner Paul. All voted in favor.

Commissioner Cohen left at 12:27 a.m. on November 13, 2019.

#### **E. Purchasing Code Revisions – Guillermo Olmedillo – Town Manager**

Town Manager Olmedillo introduced Finance Director Jason Greene to present the item.

Finance Director Greene presented the item.

Commissioner Paul stated that she is in support of increasing the Town Manager's expenditures but is not in agreement with waiving the competitive bidding.

A motion was made by Vice Mayor Gielchinsky to adopt all revisions proposed including increasing the Town Manager's expenditures to a total of \$25,000, and seconded by Commissioner Karukin. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

**F. Installation of Traffic Signal Loop Detectors – Guillermo Olmedillo –  
Town Manager**

Town Manager Olmedillo introduced the item and is seeking direction from the Town Commission.

Vice Mayor Gielchinsky asked if the project on 95<sup>th</sup> and Harding is the work funded by the Shul.

Public Works Director Stokes stated that the project on 95<sup>th</sup> and Harding was a separate project that has not gone through as of yet.

Commissioner Karukin commented on the traffic impact on 94<sup>th</sup> and Harding.

The following individual spoke on the item:  
Eliana Salzhauer

Town Manager Olmedillo suggested engaging with the Department of Transportation (DOT) and obtain a cost share with DOT as a partnership. He stated that he will reach out DOT and report back to the Town Commission at a future time.

The Commission agreed by consensus.

**G. Climate Emergency Resolution – Mayor Daniel Dietch**

Mayor Dietch presented the item.

A motion was made by Commissioner Paul to approve the Climate Action Plan, and seconded by Vice Mayor Gielchinsky. The motion passed with a 4-0 vote. Commissioner Cohen was absent.

**H. Practical Difficulty Variance Ordinance Amendment - Mayor Daniel Dietch**

Mayor Dietch presented the item and gave the options available.

Commissioner Karukin requested to defer the item in order for it to be heard at the Special Joint Planning and Zoning and Town Commission Meeting. The Town Commission agreed by consensus.



## 10. Adjournment

There being no further business to discuss before the Town Commission, Commissioner Karukin made a motion to adjourn the meeting. Motion seconded by Commissioner Paul. The meeting adjourned without objection at 1:06 a.m. on November 13, 2019.

Respectfully submitted,

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

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

Attest:

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



## TOWN MANAGER'S REPORT

DECEMBER 10, 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. FARMERS MARKET UPDATE – *Attachment "D"*
- V. DEVELOPMENT APPLICATIONS STATUS

A. 8995 Collins – The application is scheduled for the Quasi-Judicial Hearing on December 10<sup>th</sup>, 2019.

### VI. BEACH RENOURISMENT PROJECT STATUS UPDATE

A. Beach Renourishment Project 2020 Update – *Attachment "E"*

B. Town Administration has been participating in Weekly Project Coordination meetings. As of October 30, 2019, there have been four meetings: 11/6/2019, 11/14/2019, 11/20/2019 and 11/27/2019.

Attached are the minutes from the meetings held on 10/30/2019, 11/6/2019, 11/14/2019, 11/20/2019 and 11/27/2019 – *Attachment "F"*

### VII. TOWN DEPARTMENTS

#### *Code Compliance Division*

A. Code Violation Cases: As of November 30, 2019, 2019, the total number of active, open cases being managed is 227; of these cases, 96 cases are still under

investigation and are working towards compliance; 17 cases are on-hold; 14 are in the Special Master hearing queue; 8 cases are in post-Special Magistrate action status; 3 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 November 30, 2019, 21 cases have paid/settled for a total collection of \$35,600.
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654.
- FY 17/18: 92 cases paid/settled for a total collection of \$29,576.
- FY 16/17: 117 cases paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282.

### ***Finance Department***

Monthly Budget to Actual Summary as of October 31, 2019 – *Attachment "G"*

### ***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 (November 1 – November 20, 2019)***

- Traffic Citations – 277
- Parking Citations – 480
- Arrests – 6
- Dispatch Events – 1,015
- Incident/Crime Reports - 33
- Suspicious Person Checks – 16

***B. Police Events***

- The Surfside Police Department will host a community blood drive on December 18, 2019 from 10:30 a.m. – 4:00 p.m. in the Town Hall municipal parking lot.
- The monthly Bike with the Chief is December 18, 2019 at Town Hall at 4:00 p.m.
- Coffee with the Cops is December 19, 2019, at Starbucks at 10:00 a.m.
- The Surfside Police Department will host a Mobile Department of Motor Vehicles event for residents to apply for and renew their driver's licenses on December 19, 2019 from 10:00 a.m. to 2:00 p.m. in the Commission Chambers
- The Police Department is collecting toys this holiday season for our 11<sup>th</sup> Annual Holiday Toy Drive. The Holiday Toy Giveaway Event is December 20, 2019 at 3:30 p.m. at Town Hall.

***C. Traffic Mitigation Program Status Report***

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

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
<b>Short Term (0 – 6 months)</b>				
1.		Loop Detector Installation	In progress	CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting. The east Stop Bar at 93 Street & Harding Avenue will be moved back.

				<p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88<sup>th</sup>, 93<sup>rd</sup> and 94<sup>th</sup> Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88<sup>th</sup>, 93<sup>rd</sup>, 94<sup>th</sup> and 95<sup>th</sup> Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon</p>
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				<p>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 12<sup>th</sup>, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <p>CGA has collected traffic counts and completed intersection analysis at the Harding Avenue and 88th Street, Harding Avenue and 93rd Street, Harding Avenue and 94th Street and Harding Avenue and 95th Street intersections. Next step is to complete new traffic counts and intersection analysis once the traffic loops at all four intersections have been installed. This traffic analysis will be summarized in a memorandum.</p> <p>Public Works Department and CGA held a pre-con meeting. Contractor applied for County permit. A Notice to Proceed (NTP) will be given when contractor has permit. 30 to 45 days for completion after start.</p> <p>On 8-8-2018, the awarded contractor, Under Power Corporation, submitted the following permit applications to Miami Dade County:</p> <p>Permit No. 2018006371 – Harding Av &amp; 88 St  Permit No. 2018006374- Harding Ave &amp; 93 St  Permit No. 2018006373 – Harding Ave &amp; 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p>
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				<p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95<sup>th</sup> Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88<sup>th</sup> Street, 93<sup>rd</sup> Street, and 94<sup>th</sup> Street. Revised plans for Harding Avenue and 95<sup>th</sup> Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018 and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and</p>
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				<p>anticipated lane closures on Harding Avenue.</p> <p>FDOT halted the installation to obtain additional permits. They were not able to perform directional drilling at the intersections. FDOT and the Town have a scheduled meeting on Thursday 01-31-2019 to discuss the new project timeline.</p> <p>As of February 2019, due to unforeseen field conditions encountered by Contractor, loop detection project construction drawings are being revised. The revised drawings will be submitted to FDOT for re-permitting since the changes require trenching of roadway. Engineer of Record is currently working on construction drawings for re-submittal.</p> <p>According to the Town Public Works Department we are awaiting a cost on the Change Order.</p> <p>In April 2019, Public Works advised that an RFP will have to be re-issued as the contractor has withdrawn from the project.</p> <p>The Loop Detectors are a discussion item for the November 2019 Commission Meeting.</p> <p><b><u>The Loop Detectors were deferred as a discussion item for the December 2019 Commission Meeting.</u></b></p>
2.		Install a crosswalk at 90 <sup>th</sup> Street & Harding Avenue (north side) and 89 <sup>th</sup> Street & Harding Avenue (north side)	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90<sup>th</sup> Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90<sup>th</sup> Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90<sup>th</sup> Street &amp; Collins Avenue for vehicles</p>



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


				<p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p> <p><u>Town Public Works Administration contacted FDOT on 09-23-2019, and obtained the following update from Arturo Patulot (FDOT Traffic Operations D6):</u></p> <ul style="list-style-type: none"> <li>• <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></li> <li>• <u>The FDOT contractor is scheduled to start installing the pavement markings and signage the first week of October 2019.</u></li> </ul> <p>FDOT began installing the pavement markings and signage the week of October 21<sup>st</sup>, 2019.</p> <p><b><u>As of November 2019, the status of the pavement markings is as follows:</u></b></p> <ol style="list-style-type: none"> <li><b>1. 9500 Block of Harding (Completed)</b></li> <li><b>2. 9300 Block of Harding (Completed)</b></li> <li><b>3. 9100 Block of Harding (Completed)</b></li> <li><b>4. 9000 Block of Collins (Completed)</b></li> <li><b>5. 9200 Block of Collins (Not Completed)</b></li> <li><b>6. 9400 Block of Collins (Not Completed)</b></li> </ol>
4.		Install a crosswalk at 92nd Street & Collins Avenue (FDOT Project)	Open	Based on citizen concerns, the Town Administration contacted FDOT regarding the installation of a crosswalk at 92 <sup>nd</sup> Street and Collins Avenue to enhance pedestrian


				<p>safety for Town residents and hotel guests of the Residence Inn by Marriott Hotel.</p> <p>Town Public Works contacted FDOT for an update on this project on 09-23-2019, and was advised that the project is approved under FDOT Project #FM 250629-5-32-01 and is awaiting project funding.</p>
5.		Evaluate Sidewalk Options	Open	Town Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
6.		New Speed Bumps	<b><u>Closed</u></b>	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 8900 block of Abbott Avenue</li> <li>• 9100 block of Abbott Avenue</li> <li>• 9300 block of Abbott Avenue</li> <li>• 9500 block of Byron Avenue (second speed bump)</li> <li>•</li> </ul> <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p> <p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 9300 block of Abbott Avenue</li> <li>• 9400 block of Abbott Avenue</li> <li>• 9500 block of Carlyle Avenue</li> </ul> <p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</p> <p>On October 23, 2019 one speed bump was removed from 88<sup>th</sup> Street due to its proximity to an existing stop sign.</p>
7.		Stop Signs in Surfside checked for compliance with Miami-Dade	Closed	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

		County regulations.		foot height per Miami-Dade County regulations.
8.		<u>Pedestrian Crosswalk Safety at the 93<sup>rd</sup> Street and Collins Avenue Crosswalk</u>	<u>Closed</u>	<p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>The Police Department contacted both FDOT and the Miami-Dade Traffic Department of Transportation and Public Works Traffic Signals and Signs Division Administration to request that the timing of the traffic signal at 93rd Street and Collins Avenue be increased to allow additional time for pedestrians to cross Collins Avenue for eastbound and westbound travel. This effort was successful and the County agreed to increase the pedestrian crossing time by an additional 3 seconds which was</u></p>

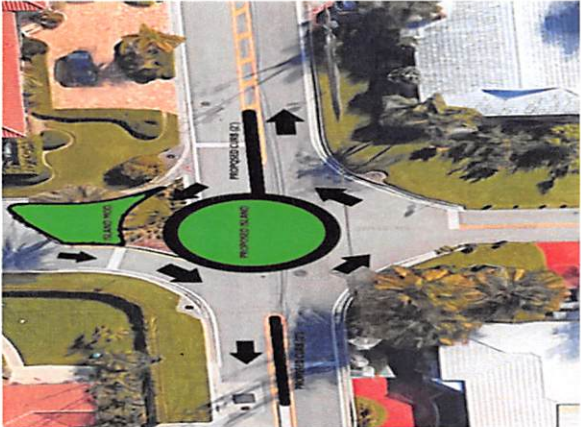
				<p><u>implemented on August 27, 2019. The pedestrian walk time now reflects a minimum of 7 seconds prior to the 16 second countdown timer of the flashing "DON'T WALK" notification, providing pedestrians a total of 23 seconds of crossing time.</u></p> <p><u>Isis Sotolongo, FDOT Bike and Pedestrian Traffic Specialist II-District Traffic Operations Division, sent an email to Town Manager Olmedillo on 11-15-19 regarding a completed FDOT engineering study for 93rd Street intersections at Collins Avenue and Harding Avenue. The email is copied below:</u></p> <p><u>Subject: CTP 2019-08-0006, Sections: 87060000 &amp; 87060001, SR A1A / Collins Avenue and SR A1A / Harding Avenue at 93rd Street. Request for Pedestrian Safety improvements.</u></p> <p><u>Good morning Mr. Olmedillo,</u></p> <p><u>This is a follow-up to a request you forwarded to our office on August 26, 2019 to further evaluate pedestrian and bicycle mobility at the subject intersections. The Florida Department of Transportation completed a traffic engineering study which included turning movement counts, pedestrian counts, review of crash data, field observations and assessment for potential pedestrian/bicycle safety and mobility enhancements. Based on the results of the study, the Department has decided to implement the following safety improvements at SR A1A / Harding Avenue and 93rd Street and SR A1A / Collins Avenue and 93rd Street.</u></p> <ul style="list-style-type: none"><li><u>• Coordinate with Miami-Dade County Traffic Signals and Signs Division to add three seconds of "WALK" time indication to the north and south leg crosswalks at the intersection of SR A1A/Harding Avenue and 93rd Street.</u></li></ul>
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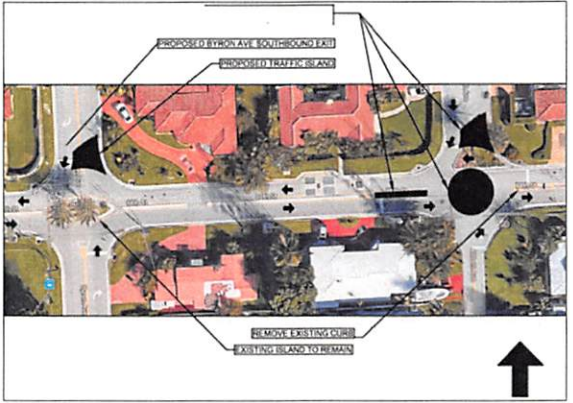
				<ul style="list-style-type: none"> <li>• <u>Coordinate with Miami-Dade County Traffic Signals and Signs Division to add three seconds of "Flashing Don't Walk" (FDW) time to the east and west leg crosswalks at the intersection of SR A1A/Harding Avenue and 93rd Street.</u></li> <li>• <u>Install "Special Emphasis" crosswalk markings on the south and west legs of the intersection of SR A1A/Collins Avenue and 93rd Street similar to the ones provided on SR A1A/Harding Avenue and 93rd Street.</u></li> <li>• <u>Relocate the post mounted "Pedestrian Crossing" (W11-2) sign and "One Way" (R6-1) sign located on the southwest corner of the intersection of SR A1A / Harding Avenue and 93rd Street to allow full visibility of countdown pedestrian signal heads for the south and west crosswalks.</u></li> <li>• <u>Replace existing detectable warnings on all corners of the intersection of SR A1A / Harding Avenue and 93rd Street with ADA compliant yellow detectable warnings.</u></li> </ul> <p><u>The Department appreciates the time and effort you have taken in bringing this matter to our attention, and looks forward to address your concerns.</u></p>
9.		<p>95<sup>th</sup> Street &amp; Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95<sup>th</sup> Street (eastbound), right turn lane added.</p>	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street &amp; Harding</p>

				<p>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"> <li>• 89<sup>th</sup> Street &amp; Byron Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 90<sup>th</sup> Street &amp; Carlyle Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Abbott Avenue (east-west)</li> <li>• 92<sup>nd</sup> Street &amp; Carlyle Avenue (east-west)</li> </ul> <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90<sup>th</sup> Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an enhanced traffic sight cone at the intersection.</p>


				
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"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> <li>• Yellow reflectors were installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers.</li> </ul> <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> <li>• 90<sup>th</sup> Street and Froude (all directions)</li> <li>• 90<sup>th</sup> Street and Byron (all directions)</li> <li>• 90<sup>th</sup> Street and Abbott Avenue (East and West directions)</li> </ul>
12.		Revisit Street Closure <ul style="list-style-type: none"> <li>○ 94<sup>th</sup> Street / Abbott Avenue</li> </ul>	Closed	Town Commission approved a motion against revisiting this item.
13.		New Street Closure	Closed	Requires study, Miami-Dade County and Miami Beach approval.



		Byron Avenue (northbound) at 88 <sup>th</sup> Street	<p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88<sup>th</sup> Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88<sup>th</sup> Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88<sup>th</sup> Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88<sup>th</sup> Street &amp; 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 88<sup>th</sup> Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88<sup>th</sup> Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88<sup>th</sup> Street will prevent vehicles from traveling north on those avenues from 88<sup>th</sup> Street.</p>
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				 <p>Public Works has begun work on the new traffic mitigation design on 88<sup>th</sup> Street &amp; Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
14.		Install a centerline curb on 95 <sup>th</sup> Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 <sup>th</sup> Street.
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 <sup>th</sup> Street & Abbott Avenue  Eliminate left hand turn at 96 <sup>th</sup> Street & Byron Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 <sup>th</sup> Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and



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

				<p>and 90<sup>th</sup> Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89<sup>th</sup> Street traffic moving from east to west and 90<sup>th</sup> Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13<sup>th</sup>, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA compliance in the pedestrian lanes and to acquire more data on traffic counts.</p> <p>A One-Way Streets Town Hall Meeting was held on March 28<sup>th</sup>, 2018. Notifications for the March 28<sup>th</sup> One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> <li>• Publicly Noticed Meetings and Agenda Packets (Town Commission &amp; Planning &amp; Zoning)</li> <li>• Letter mailed to residences on 89<sup>th</sup> and 90<sup>th</sup> streets for first meeting held in July (similar to planning &amp; zoning notices)</li> <li>• Door hangers to residences on 89<sup>th</sup> and 90<sup>th</sup> streets</li> <li>• Posted notice at Publix and Starbucks</li> <li>• Multiple e-blasts</li> </ul>
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				<ul style="list-style-type: none"> <li>• Website notices on the calendar and town news</li> <li>• Included in multiple gazette newsletters</li> <li>• Channel 93</li> <li>• Nextdoor postings on the Town's page</li> <li>• Delivery of meeting notices to residencies on 89<sup>th</sup> and 90<sup>th</sup> streets for second meeting held in March</li> <li>• Surveys on Nextdoor and SurveyMonkey</li> </ul> <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10<sup>th</sup>, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89<sup>th</sup> Street and 90<sup>th</sup> Street.</p> <p>On April 16<sup>th</sup>, 2018, Public Works returned the traffic pattern on 89<sup>th</sup> Street and 90<sup>th</sup> Street to two-way traffic west of Harding Avenue.</p>
3.		Road closure of 95 <sup>th</sup> Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95<sup>th</sup> Street. The project includes Traffic Analysis and Modeling of the road closure at 95<sup>th</sup> 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 95<sup>th</sup> Street would generate.</p>
<b>Long Term (19+ months)</b>				
1.		Gate the area west of Harding Avenue and create	Open	This item is provided here as a place holder.

		a special taxing district.		
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#	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><b>Additional commercial loading zone for the 300 block of 95 Street.</b></p>	<b>Open</b>	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 88<sup>th</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 90<sup>th</sup> Street (4 spaces) effective upon completion of on-going construction project</li> <li>• 100 block of 92<sup>nd</sup> Street (4 spaces) effective 06-01-2017</li> <li>• 100 block of 96<sup>th</sup> Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone.</li> </ul> <p>The additional loading zones are located at the following locations:</p> <ul style="list-style-type: none"> <li>• 100 block of 89<sup>th</sup> Street - effective 06-01-2017</li> <li>• 100 block of 94<sup>th</sup> Street - effective 06-01-2017</li> </ul> <p>An additional loading zone was added at the following location effective Monday 04-22-2019:</p> <ul style="list-style-type: none"> <li>• 300 block of 95 Street on the north-west corner encompassing three parking spaces. The loading zone is effective between 6:00AM – 10:00AM only.</li> </ul> <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</p>

			<p>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>A memorandum was submitted to the Town Manager regarding the loading zone evaluation for the three-month period beginning August 1, 2019 and ending on November 1, 2019. The memorandum is in support of continuing the loading zone.</p> <p><b><u>The additional loading zone in the 300 block of 95 Street (south-side) was approved on a permanent basis with functional hours of Monday-Friday, 6AM-10AM.</u></b></p>
2.	Ride Share Pick-up & Drop Off	Closed	<p>Background: There has been a proliferation of citizens utilizing Ride Share services such as Uber and Lyft which has impacted the efficient flow of traffic in the Town of Surfside. The operators for these services have been observed picking up and dropping off their customers in the Surfside Business District occupying Town parking spaces and double parking while picking up or dropping off customers.</p> <p>The Surfside Police Department recommends that a 90 day "Town of Surfside Ride Share Pick-Up &amp; Drop-Off Trial Program" be conducted in the 300 block of 95th Street on the south-side of the road way encompassing three parking spaces closest to Abbott Avenue. See below picture (Red Box Area).</p>





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 95<sup>th</sup> Street in Surfside. Mr. Correoso was enthusiastic about the trial program that was discussed with him and he is willing to participate and utilize the location in the Uber application for the Pick-up location. He will be contacted days before going live with the location so that he could initiate the information in the Uber application. Mr. Correoso also provided information for his counterpart at Lyft ride share so we could contact them to have the same information on their Lyft application.

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

- All signs installed (2 signs)
- Curb line was painted yellow
- Vehicle space lines were painted yellow



- UBER Ride Share Company has agreed to add the location to their application



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

The Ride Share Pick-up & Drop-off Program became a permanent on-going program effective November 2018.

In July 2019, an additional loading zone will be added in the 300 block of 95 Street on the south side in the Ride Share spaces (zone) between the hours of 6AM-10AM, Monday-Friday to help alleviate commercial truck congestion in the Business District in the early morning hours. The loading zone will be established in August 2019, after ordering and deploying the signs and an evaluation period of three months. Based on the loading zone hours added to the current Ride Share spaces an additional Ride Share space will be established in the 200 block of 95 Street on the south side of the street adjacent to or near the loading zone at that location.

			<p>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)	<b><u>Closed</u></b>	<p>Town of Surfside Resolution No. 18-2517 was adopted by the Town Commission on 07-10-2018 stipulating a parking rate fee increase from \$1.50 per hour to \$1.75 per hour for all Off-Street (Municipal Parking Lot) spaces.</p> <ul style="list-style-type: none"> <li>• New Parking rate decals were ordered for the Parking Pay Stations with an anticipated delivery date of mid-August 2018.</li> <li>• Temporary Parking Fee Decals with the new rate were placed on the affected Parking Pay Stations.</li> <li>• Effective 07-25-18 at 12:00 pm the \$1.75 Parking rate commenced. Both the Pay Station System and Pay-By-Phone System were updated with the new parking rate for off-street parking.</li> <li>• Notifications of the parking rate change were hand-delivered to Surfside businesses on 07-24-2018.</li> <li>• Email notification of the parking rate change was sent out on 07-25-2018.</li> <li>• Notification of the parking rate change was posted on the Town website on 07-25-2018.</li> <li>• On 07-25-2018, the Town website "Parking" section was reviewed and</li> </ul>

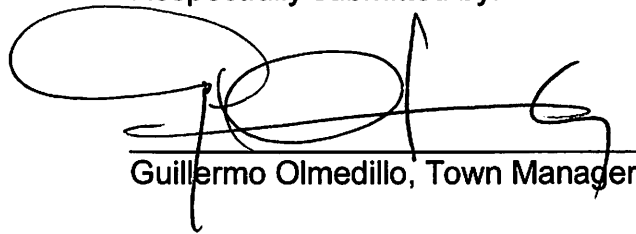
			<p>the areas requiring the new rate change were updated by CGA (Adrian).</p> <p>New Parking rate decals were received and they were affixed to the Parking Pay Stations in the Municipal Parking Lots on 08-22-2018.</p> <p>At the June 20, 2019, meeting of the Downtown Vision Advisory Committee (DVAC), the 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"><li>• Weekends/Holidays:<ul style="list-style-type: none"><li>○ 9:00 AM - 5:00 PM \$3.00/hour with a 4-hour limit that is not renewable</li><li>○ 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable</li></ul></li><li>• Weekdays:<ul style="list-style-type: none"><li>○ 9:00 AM - 5:00 PM \$2.00/hour with a 4-hour limit that is not renewable</li><li>○ 5:00 PM – 9:00 AM \$2.00/hour with a 4-hour limit that is renewable</li></ul></li></ul> <p>For the August 13, 2019, Town Commission Meeting the Police Department submitted a memorandum for Approval to Modify the Parking Rate and Parking Time Limits for Off-Street Parking (Municipal Parking Lots) through Town Resolution.</p> <p>At the August 13, 2019, Town Commission meeting the Commission approved the Off-Street (Municipal Parking Lots) Modifications to the Parking Rates and Parking Time Limits as previously described. Notifications regarding the new rates and time limits were posted on the Town website and were sent out on social media. Effective August 19, 2019, the new Off-Street Parking Rates and Parking Time Limits commenced.</p>
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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"> <li>• The Taxi Cab Stand at 94<sup>th</sup> Street &amp; Collins Avenue was reduced from (4) vehicles to (2) vehicles.</li> <li>• 94<sup>th</sup> Street &amp; Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. *One metered parking space has been added.</li> <li>• In the 200 block of 92<sup>nd</sup> Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand.</li> </ul>

			<ul style="list-style-type: none"> <li>A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.</li> </ul> <p>On 11-15-17, Chief Allen met with the management of the Azure Condominium regarding the taxi stand at 94<sup>th</sup> Street and Collins Avenue. They had no complaints regarding the location of the stand and were not aware of complaints or traffic concerns from residents of the condo. The taxis crossing Collins Avenue do not interfere with the exiting of cars from their building. The manager was happy that the stand was reduced from four to two taxis.</p> <p>One person has voiced opposition with the location of the taxi stand being across the street because it is unsightly and wants it moved.</p> <p>Chief Allen next met with the valet manager of the Grand Beach Hotel who said the two taxi stand is working out well and when a taxi is needed they signal for one from the stand. Chief Allen also met with the General Manager of the hotel regarding the concern and asked for one space for a taxi on the hotel property. The GM agreed. The space is just inside the garage and is now opened for taxi use.</p>
6.	2018 Parking Permits for the 9400 and 9500 blocks of Byron Avenue	Closed	The 2018 Byron Avenue Parking Permits are only for residents and their guests on the 9400 & 9500 blocks of Byron Avenue. The application and the registration process instructions were included in the December 2017 Surfside Gazette. Residents must provide proof of residency and may obtain up to 3 permits per household. Only residents and their guests may park in these areas with the proper permit all other vehicles are subject to being issued a parking citation.
7.	Replacement of No Parking Signs and additional No Parking Signs 9400 block of Abbott Avenue	Closed	Based on Police Department observations the replacement of No Parking Signs that are in poor condition, and additional No Parking Signs will be installed in the 9400 block of Abbott Avenue. Public Works is working in

			<p>conjunction with the Parking Department to complete this project.</p> <p>The signs were received and installed the week of February 25<sup>th</sup>, 2019.</p>
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Respectfully submitted by:



Guillermo Olmedillo, Town Manager

# Town of Surfside, FL

Between Nov 01, 2019 and Nov 30, 2019

17 requests were opened

15 requests were closed

The average time to close was 7.9 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Beach Issue	4	3	1.0
Street lights (PW)	4	4	1.4
Code Compliance (Violation)	4	3	2.8
Parking Issue	3	2	1.1
Solid Waste (Residential) (PW)	2	2	3.5
Drainage/Flooding (PW)	0	1	92.0
96 Street Park (P & R)	0	0	0.0
Barking Dog	0	0	0.0
Beach Patrol	0	0	0.0
Code Compliance (Safety Concern)	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Dead Animal	0	0	0.0
Dog Stations (P & R)	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Other	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
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

# Town of Surfside, FL

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Between Jan 01, 2014 and Nov 30, 2019

1106 requests were opened

1088 requests were closed

The average time to close was 26.2 days.

REQUEST CATEGORY	OPENED	CLOSED	DAYS TO CLOSE
Other	241	240	25.2
Beach Issue	191	181	22.0
Code Compliance (Violation)	147	146	28.6
Parking Issue	98	97	3.4
Police (Safety Concern)	77	77	8.2
Code Compliance (Safety Concern)	88	88	32.5
Street Lights (PW)	53	52	135.6
Construction Issues	40	40	15.3
Utilities (Water/Sewer) (PW)	34	33	11.5
Drainage/Flooding (PW)	30	28	30.0
Solid Waste (Residential) (PW)	23	23	24.5
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:** November 21, 2019  
**Subject:** **November Social Media (Nextdoor) Report**

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In November, 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 November Gazette being available and reminders about the election registration deadline for 2020. Other posts included promotions of Town events such as the Veterans Day Ceremony, registration for the Parks and Recreation Winter Camp, and a special emphasis on the Community Resilience Workshop in partnership with the University of Miami's LU\_Lab, in addition to monthly reminders about events from the Police Department and official Town meetings, such as the Regular Town Commission Meeting. In addition, Nextdoor was utilized to inform residents about several lane closures that occurred due to traffic matters as well as the asphalt restoration carried out by the Public Works Department. The PIR also posted about King Tides and the continuation of the Surfside Farmers Market. Residents also received important updates via the Town website, e-blasts, the Gazette, flyers on community boards, and Channel 663.

In the month of November, the Town's Public Information Representative published 25 posts on Nextdoor. There are currently 1,253 verified Surfside residents in the Nextdoor community (up from October's 1,224).

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

## November Gazette Now Available



Extra, extra! Read all about it. The November Town Gazette is in print and available online. To read the digital version, please refer to the following link:  
<https://issuu.com/surfsidegazette/docs/gazette-nov2019>

In addition to viewing the latest Gazette, residents can visit the Town website for a calendar of upcoming events and meetings during the month of November:  
<https://www.townofsurfsidefl.gov/news-and-events/events-list>

Additional resources for information include Channel 663 or the Town website. To livestream Channel 663 from the website, please visit: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

## Qualifying for Office for the March 17, 2020 Town Election



Are you planning to run for office? Candidates wishing to qualify for either Mayor or Town Commission may do so between November 1, 2019 and November 22, 2019 at 12:00 pm, by obtaining a qualifying packet from Town Clerk, Sandra Novoa, MMC.

In order to receive information vital to your campaign and financial reporting requirements, please visit the Office of Town Clerk, Town Hall, Second Floor, 9293 Harding Avenue, Surfside. All forms must be filed with the Town Clerk to qualify.

If you have questions, please contact Sandra at 305.861.4863, ext. 226 or email [snovoa@townofsurfsidefl.gov](mailto:snovoa@townofsurfsidefl.gov). Office hours are 9:00 am to 5:00 pm, Monday through Friday. For information regarding campaign signage and the use of the Town seal, please refer to the "Election Information" section on the Town website:  
<https://www.townofsurfsidefl.gov/departments-services/town-clerk/election-information-and-results>



**Shop local and enjoy the outdoors at Surfside Farmers Market today (11/3)**



Running errands today? Be sure to stop by the new Surfside Farmers Market, taking place on the corner of 95th Street and Collins Avenue. Meet a variety of local vendors, selling fresh produce, artisan items, baked goods, art, teas, spices and more.

The Surfside Farmers Market takes place every Sunday, unless otherwise noted on the Town website. Swing by for a uniquely Surfside shopping experience!

**Chlorine Treatment Period from Miami-Dade Water & Sewer from 11/04 - 11/17**

Starting today, November 4, 2019 and through November 17, 2019, Miami-Dade County residents may experience an unusual chlorine taste or odor in their tap water. These temporary conditions will not cause adverse health effects and are due to the periodic change in chlorine treatment which is carried out annually by the Miami-Dade Water and Sewer Department. The process is undertaken in order to ensure adequate disinfection levels in the water.

The Miami-Dade Water and Sewer Department will temporarily change its method of chlorination at each of its regional water treatment facilities. Specifically, free chlorine treatment, instead of the standard combined chlorine (chloramine), will be used. Free chlorine is considered an effective method of cleansing water distribution systems. This routine procedure is regularly scheduled each year in partnership with the Florida Department of Health of Miami-Dade County and the Department of Regulatory and Economic Resources (RER).

For further information, please reference the Miami-Dade Water and Sewer press release regarding the chlorine treatment at: <https://www.miamidade.gov/releases/2019-11-1-wasd-chlorine-purge.asp>

**Pay Tribute to Our Military Veterans on Monday, 11/11**



In honor of the upcoming Veterans Day, here is a Surfside historic fun fact. Did you know the artifact at Veterans Park at 8750 Collins Avenue is a World War II era 105mm Howitzer?

This same kind of Howitzer was used in both the European and Pacific campaigns of the war and was the primary field artillery of the U.S. Army and Marines. The one at the park was

manufactured in 1944, and while not confirmed, there is a good chance this specific artifact on display was used overseas. It was acquired by the Town approximately 20 years ago.

Join us for Veterans Day on Monday, November 11, 2019 as the Town of Surfside's Parks and Recreation Department hosts its annual Veterans Day Ceremony, honoring the brave men and women who have served our country. The ceremony will take place at Veterans Park at 10:00 am and will feature guest speakers including Mayor Daniel Dietch, a Presentation of the Colors, and local scout troops. (Please note Town Hall will be closed on Monday, November 11, 2019 in honor of Veterans Day).

To view the event flyer, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/veterans-day-19.pdf?sfvrsn=8fde2e94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/veterans-day-19.pdf?sfvrsn=8fde2e94_4)

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

### The Town of Surfside's Winter Camp Returns from 12/23/19 - 01/03/20

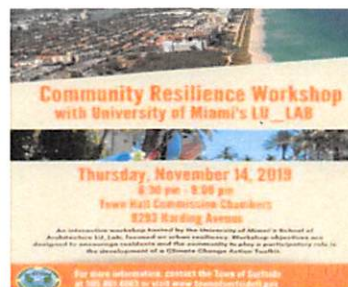


In search of ways to keep your kids entertained during the upcoming winter break in December? The Surfside Parks and Recreation Department will host its annual Winter Camp from December 23, 2019 to January 3, 2020. The camp is designed for ages 6 to 12, and offers recreational activities such as swimming, sports, field trips, cooking projects and arts and crafts projects. Residents can sign up their children either for the two weeks, or just one.

Session I will run from Monday, December 23, 2019 to Friday, December 27, 2019, with no camp on Wednesday, December 25, 2019. Session II will run from Monday, December 30, 2019 to Friday, January 3, 2020, with no camp on New Year's Day, Wednesday, January 1, 2020. For a full list of dates and times of the camp, please refer to the official flyer at: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-camp-flyer-2019.pdf?sfvrsn=6dc12f94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-camp-flyer-2019.pdf?sfvrsn=6dc12f94_4)

To register, please contact the Surfside Parks and Recreation Department at 305.866.3635.

### Community Resilience Workshop with UM's LU\_Lab on Thursday, 11/14





Residents are invited to take part in the Community Resilience Workshop with the University of Miami's School of Architecture LU\_Lab next week on Thursday, November 14, 2019 in the Town Hall Commission Chambers from 6:30 pm to 9:00 pm.

The Town of Surfside has engaged the University of Miami's School of Architecture LU\_Lab to analyze, strategize and envision what a comprehensive urban model is for the future of Surfside. The initial phases of this partnership include collaboration with the Mayor, the Town Manager, the Assistant Town Manager, and Calvin, Giordano & Associates to develop a comprehensive Climate Crisis document. Specifically, this document will include a Climate Crisis Action Plan and Community Adaptation Toolkit.

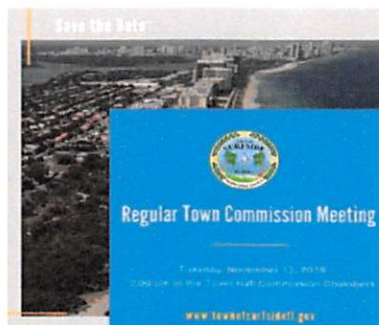
The November 14th Community Resilience Workshop will give participants the opportunity to engage in conversation and evaluate a series of strategies and tools that can be implemented to build a resilient urban environment. It will challenge community members to question existing programs and engage in hands-on exercises, leading to the development of several design strategies which will influence the editing and adaption of Edition II of Surfside's Climate Crisis Action Plan and Community Adaptation Toolkit.

Participants of the Community Resilience Workshop are asked to RSVP by sending an email with the subject line "Community Resilience Workshop", and the total number of attendees in the body of the message, to [communications@townofsurfsidefl.gov](mailto:communications@townofsurfsidefl.gov).

To view the original notice of the meeting, please refer to the Town calendar at: <https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/11/14/commission-meetings-workshops/town-resilience-community-workshop>

To view the event flyer, please visit: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/community-resilience-workshop-flyer-\(6\).pdf?sfvrsn=bf8a2f94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/community-resilience-workshop-flyer-(6).pdf?sfvrsn=bf8a2f94_4)

### **Regular Town Commission Meeting on Tuesday, 11/12**



The Regular Town Commission Meeting for the month of November will be held on Tuesday, November 12, 2019. Residents are welcome to attend the meeting in the Town Hall Commission Chambers, starting at 7:00 pm.

If you are unable to attend the meeting, remember that you can tune in live via Channel 663, which you can access either via Atlantic Broadband or by streaming it live on the Town website at: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>. The video will also be archived afterward on the website by date, as are all Town Commission videos.

To view the agenda packet for this meeting, please refer to: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-11-12-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=a8ee2c94\\_2](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-11-12-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=a8ee2c94_2)

**Town Hall will be Closed this Monday, 11/11 in Observance of Veterans Day**



As a reminder, Town Hall will be closed this coming Monday, November 11, 2019, in observance of Veterans Day. Normal operating hours will resume on the following day.

Additionally, Surfside's annual Veterans Day Ceremony will be held on Monday at Veterans Park, starting at 10:00 am. Hosted by the Parks and Recreation Department, the Veterans Day Ceremony will consist of a tribute to the brave men and women who fought for our country, as well as guest speakers including Mayor Daniel Dietch, a presentation of the colors, and local scout groups.

To view the official Veterans Day Ceremony flyer, please visit:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/veterans-day-19.pdf?sfvrsn=8fde2e94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/veterans-day-19.pdf?sfvrsn=8fde2e94_4)

The Town of Surfside salutes its military veterans and thanks them for their service to our country.

**Regular Town Commission Meeting tonight at 7:00 pm**



The Regular Town Commission Meeting will take place tonight, Tuesday, November 12, 2019 at 7:00 pm in the Town Hall Commissioner Chambers. As always, residents are welcome to attend.

If you are unable to make the meeting, remember that you can tune in live via Channel 663, which you can access either via Atlantic Broadband or by streaming it live on the Town website at: <https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>. The video will also be archived afterward on the website by date, as are all Town Commission videos.



To view the agenda packet for this meeting, please refer to:  
<https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/11/13/commission-meetings-workshops/commission-chambers>

**Lane Closures Due to Asphalt Restoration on Monday, 11/18/2019 (UPDATED)**

Surfside residents, please be advised that the Surfside Public Works Department will be working on asphalt restoration on Monday, November 18, 2019 from 7:00 pm to 4:00 am in the following locations:

8875 Collins Avenue – One Lane  
9349 Collins Avenue – One Lane  
Intersection of Collins Avenue and 95th Street – Two Lanes  
9559 Collins Avenue – One Lane

An officer from the Surfside Police Department will be on site to ensure traffic safety. Please drive carefully and plan your commute accordingly.

\*Please note that this asphalt restoration was originally scheduled for Wednesday, November 13, 2019 but was rescheduled to Monday, November 18, 2019 due to weather.

**Lane Closures on Collins Avenue - Expect Heavy Traffic (UPDATED)**

Please be advised two lanes, heading northbound on Collins Avenue, are currently shutdown due to a broken down 18-wheeler on 94th Street and Collins Avenue. Expect heavy traffic if traveling in the area and drive safely. Thank you.

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\*UPDATE: The 18-wheeler has been removed from the area and traffic is beginning to clear up. Thank you for your patience.

**Clean Campaign Class on Wednesday, 11/20**



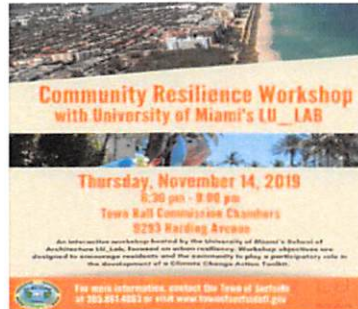
Running for public office in the Town of Surfside? A Clean Campaign Class will take place on Wednesday, November 20, 2019 in the Town Hall Commission Chambers from 6:30 pm to 8:30 pm. Candidates, campaign workers and politically active citizens involved in local elections are encouraged to attend this class, sponsored by the Miami-Dade Commission on Ethics and Public Trust and Miami-Dade County Department of Elections.

The two-hour seminar will feature representatives from the Ethics Commission and the Elections Department who will provide essential information to avoid legal pitfalls, correctly raise and report funds, properly keep records and understand the legal and ethical obligations entailed by seeking public office. The class is free and open to the public. It will be aired live on Channel 663, which you can watch here: <https://www.townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

To RSVP, please email Robert Thompson of the Commission on Ethics and Public Trust at [robthom@miamidade.gov](mailto:robthom@miamidade.gov).

To view the original event notice, please refer to the Town website at:  
<https://www.townofsursidefl.gov/news-and-events/events-detail/2019/11/20/events/clean-campaign-class>

### **Community Resilience Workshop with LU\_Lab tonight at 6:30 pm**



Residents are reminded that the Community Resilience Workshop with the University of Miami's School of Architecture LU\_Lab is tonight, Thursday, November 14, 2019 in the Town Hall Commission Chambers from 6:30 pm to 9:00 pm.

During the workshop, residents will play an active role in the development of a Climate Change Action Toolkit for the Town of Surfside and will also learn about urban resilience. The workshop is an excellent way to connect with neighbors and prepare for a future of climate change and sea-level rise.

To view the workshop flyer, please refer to: [https://townofsursidefl.gov/docs/default-source/default-document-library/community-resilience-workshop-flyer-\(6\).pdf?sfvrsn=bf8a2f94\\_4](https://townofsursidefl.gov/docs/default-source/default-document-library/community-resilience-workshop-flyer-(6).pdf?sfvrsn=bf8a2f94_4)

### **America Recycles Day is Today**



America Recycles Day is celebrated today, November 15, 2019. The Town of Surfside is committed to preserving its unique and beautiful environment by promoting environmentally-friendly legislation and recycling procedures.

To assist residents with what materials can and cannot be recycled, please refer to the following "Recycle This, Not That" flyer: [https://www.townofsursidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-\(2\)-\(2\)-\(1\).pdf?sfvrsn=d9b42594\\_4](https://www.townofsursidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-(2)-(2)-(1).pdf?sfvrsn=d9b42594_4)

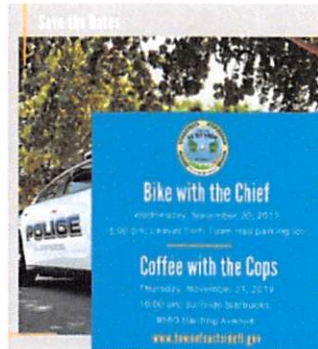
To understand the recycle process, please refer to: [https://townofsursidefl.gov/docs/default-source/default-document-library/recycling---how-the-process-works.pdf?sfvrsn=bf962c94\\_2](https://townofsursidefl.gov/docs/default-source/default-document-library/recycling---how-the-process-works.pdf?sfvrsn=bf962c94_2)

The Surfside Public Works Department provides recycling collection to residential properties every Thursday. To view the Recycling/Solid Waste Collection schedule, please visit:



<https://www.townofsurfsidefl.gov/departments-services/public-works/recycling-solid-waste-collection>

### **Surfside PD Events Coming Up: Bike with the Chief on 11/20 and Coffee with the Cops on 11/21**



Join the Surfside Police Department for two community events this week!

First up, on Wednesday, November 20, 2019, hop on your bicycle and enjoy a leisurely ride around Town with Police Chief Julio Yero and other officers during Bike with the Chief. The bike ride starts at 5:00 pm and departs from the Town Hall parking lot.

View the event flyer at: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019412749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=d7c42b94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019412749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=d7c42b94_4)

Then, at 10:00 am on Thursday, November 21, 2019, chat with Surfside police officers during Coffee with the Cops at the local Starbucks at 9560 Harding Avenue. This is a great opportunity to catch up on community safety matters that are important to you, all while enjoying morning coffee. View the event flyer at: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019512749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=d6c42b94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019512749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=d6c42b94_4)

Residents are invited to participate in both events. For questions, please contact Dina Goldstein at 305.861.4862 or email [dgoldstein@townofsurfsidefl.gov](mailto:dgoldstein@townofsurfsidefl.gov).

### **Lane Closures Due to Asphalt Restoration Today, Monday 11/18 from 7 pm to 4 am**

Surfside residents, please be advised that the Surfside Public Works Department will be working on asphalt restoration today, Monday, November 18, 2019 from 7:00 pm to 4:00 am in the following locations:

8875 Collins Avenue – One Lane  
9349 Collins Avenue – One Lane  
Intersection of Collins Avenue and 95th Street – Two Lanes  
9559 Collins Avenue – One Lane

An officer from the Surfside Police Department will be on site to ensure traffic safety. Please drive carefully and plan your commute accordingly.

\*Please note that this asphalt restoration was originally scheduled for Wednesday, November 13, 2019 but was rescheduled to Monday, November 18, 2019 due to poor weather.

**Sign up your child for Kids Day Off on Wednesday, 11/27**



Thanksgiving is almost here and so is another Teacher Planning Day for Miami-Dade County Public Schools students.

Enroll your child in the Kids Day Off program hosted by the Surfside Parks and Recreation Department on Wednesday, November 27, 2019. Activities include sports, arts and crafts, swimming and more.

To sign up, call the Parks and Recreation Department at 305.866.3635.

**Running for Public Office? The Clean Campaign Class is tonight at 6:30 pm.**



Residents running for public office or working on a political campaign in the Town of Surfside are encouraged to participate in tonight's Clean Campaign Class, which will be held from 6:30 pm to 8:30 pm in the Town Hall Commission Chambers. The two-hour seminar is sponsored by the Miami-Dade Commission on Ethics and Public Trust and Miami-Dade County Department of Elections and will provide essential information to avoid legal pitfalls, correctly raise and report funds, properly keep records and understand the legal and ethical obligations entailed by seeking public office. The class is free and open to the public.

If you cannot make it to the event, you may also tune in live on Channel 663. Watch it on Atlantic Broadband or stream it live on the Town website at: <https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

To view the official event notice, please refer to: <https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/11/20/events/clean-campaign-class>

## Be Prepared for King Tides from 11/24 - 11/28



The Town of Surfside would like to remind residents the next and final King Tide for the season is expected to take place from Sunday, November 24, 2019 to Thursday, November 28, 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](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/king-tides-2019---safety-tips.pdf?sfvrsn=8a322b94_2)

**Reminder: The Town of Surfside's Winter Camp Returns from 12/23/19 - 01/03/20**





Not sure what to do with kiddos over the two week winter break? Don't forget the Surfside Parks and Recreation Department hosts an exciting winter camp program, designed for ages 6 to 12 years old. The camp offers recreational activities, such as swimming, sports, field trips, cooking projects and arts and crafts projects.

Session I will run from Monday, December 23, 2019 to Friday, December 27, 2019, with no camp on Wednesday, December 25, 2019. Session II will run from Monday, December 30, 2019 to Friday, January 3, 2020, with no camp on New Year's Day, Wednesday, January 1, 2020. Residents can sign up their children either for the two weeks, or just one.

For a full list of dates and camp times, please refer to the official flyer at:  
[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-camp-flyer-2019.pdf?sfvrsn=6dc12f94\\_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-camp-flyer-2019.pdf?sfvrsn=6dc12f94_4)

To register, please contact the Surfside Parks and Recreation Department at 305.866.3635.

**The Holidays are Coming. Shop Local, Unique Gifts at the Surfside Farmers Market**



It is never too early to start thinking about your holiday gift shopping. For unique finds, including home decor and artisan items, consider swinging by the Surfside Farmers Market each Sunday from 9:00 am to 3:00 pm. Located on the corner of 95th Street and Collins Avenue, the market is powered by local vendors and offers something for everyone.

Enjoy a day out with fellow Surfside residents and also indulge in delightful tastes as the market also sells fresh produce, tea and more.

Make sure to frequently check the Town of Surfside's website in case there are any changes in schedules with the Surfside Farmers Market: <https://www.townofsurfsidefl.gov/>

**Shop Local and Shop Small During Small Business Saturday, 11/30**



Celebrate a decade of Small Business Saturday presented by American Express this Saturday, November 30, 2019. Select Harding Avenue retailers will be giving out special Shop Small tote bags and goodies with purchases. Come out and celebrate the mom and pop shops that make Surfside shopping truly unique.

For a list of participating businesses, please visit: <https://www.americanexpress.com/en-US/maps?country=US&near=Miami,FL,33185&cl=25.7267,-80.4496&cat=Shop-Small&linknav=us-loy-howtoparticipate-shopsmap>

**Save the Date: Violins of Hope Concert at The Shul on Monday, 12/02**

The Violins of Hope: Strings of the Holocaust concert will take place on Monday, December 2, 2019 at The Shul, located at 9540 Collins Avenue, at 8:00 pm. The concert will consist of musicians playing restored violins which were originally played by Jewish musicians during a dark moment in Jewish history.

This special performance includes world famous violinist Gary Levinson, Sr. Principal Associate Concertmaster of the Dallas Symphony, who will lead the violinists to play a repertoire of Jewish compositions. Violins of Hope is co-sponsored by the Young Israel Congregation and The Shul. Tickets are \$54 per person. Sponsorship opportunities are available. For further information or to purchase tickets, please call 305.866.0203 and ask for Florence or Yakira.

***Wed, 11/27: Happy Thanksgiving! Town Hall Closed on 11/28 and 11/29***

The Town of Surfside would like to wish its residents a very happy and meaningful Thanksgiving holiday. We hope you enjoy your time with loved ones.

As a reminder, Town Hall will be closed this Thanksgiving Day, Thursday, November 28, 2019 and on Friday, November 29, 2019. It will reopen for normal operating hours on Monday, December 2, 2019.





## **MEMORANDUM**

**To:** Elected Officials  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** 12/10/19  
**Subject:** Farmers Market Update

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Following Town Commission direction, the Town entered into an agreement with Wavey Acai Bowls LLC to hold a Farmers Market every Sunday from 9:00 a.m. to 3:00 p.m. in the north parking lot of 95<sup>th</sup> Street at Collins Avenue.

Mr. Valmana, the representative of the company and a Surfside resident, has acted in good faith, met all requirements of the Town's agreement and has provided an amenity and service to Town residents and visitors alike. Based on positive feedback, and lacking any challenges or obstacles for the Town created by having such a market, the Administration will be extending the contract on December 30, 2019 for one (1) year. The agreement may be terminated by the Town with or without cause by providing at least five (5) days written notice.





## **MEMORANDUM**

**To:** Elected Officials  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** 12/10/19  
**Subject:** Beach Renourishment Project 2020 Update

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The following is the holiday amended work schedule into the new year:

December 23 – 30 (inclusive) for Chanukah; daily work to finish by sundown

December 25 for Christmas; no work day (work to end by 5pm on December 24)

New Year's Day January 1, 2020; no work day

In an effort to complete the project, the Town has been informed by the U.S. Army Corps of Engineers that the work will occur six days a week, inclusive of holidays, unless notified. Completion is estimated for the end of March 2020.

The hours of operation remain:

Monday - Thursday: 7 am - 7 pm (or earlier depending on sunset)

Friday: 7 am - 5 pm

Saturday: 8 am - 5 pm





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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	16	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 10/30/2019	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	<a href="mailto:rvillet@chccivil.com">rvillet@chccivil.com</a>
X	x	Francisco Juelle/PM	CHC	<a href="mailto:fjuelle@chccaribbean.com">fjuelle@chccaribbean.com</a>
X		Yunesky Hernandez / Super	CHC	<a href="mailto:yhernandez@chccivil.com">yhernandez@chccivil.com</a>
X		Hector Sevilla / QCM	CHC	<a href="mailto:hsevilla@chccivil.com">hsevilla@chccivil.com</a>
X	x	Domenic DeAmicis / SSHO	CHC	<a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>
X	x	Greg Close / SSHO	CHC	<a href="mailto:Gclose@chccivil.com">Gclose@chccivil.com</a>
X		Geoff Reichold	The NDN Companies	<a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>
X		Meghan Harrison	The NDN Companies	<a href="mailto:mharrison@thendncompanies.com">mharrison@thendncompanies.com</a>
X		William Gerrard	The NDN Companies	<a href="mailto:wgerrard@thendncompanies.com">wgerrard@thendncompanies.com</a>
X	x	Kevin Kerkhof	The NDN Companies	<a href="mailto:kkerkhof@thendncompanies.com">kkerkhof@thendncompanies.com</a>
X	x	Nestor Rivera / ACO	USACE	<a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>
X		Christopher Rego / COR	USACE	<a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>
X	x	Leo Bastante / COR	USACE	<a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a>
X		Tony Jettinghoff/ACO	USACE	
X	x	Brian Choate	USACE	<a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>
X		Michael Neves	USACE	<a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>
X	x	Erica Skolte	USACE	<a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>
X		Timothy Humphrey	USACE	<a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>
X		Piper Austin	USACE	<a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>
X		Andrew Dutil	USACE	<a href="mailto:Andrew.S.Dutil@usace.army.mil">Andrew.S.Dutil@usace.army.mil</a>
X		Troy Mayhew	USACE /CESAJ-EN-GG	<a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>
X	x	Guillermo Olmedillo	Town of Surfside	<a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>
X	x	Duncan Tavares	Town of Surfside	<a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>



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







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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. 8<sup>th</sup> Pending Survey

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

#### 3.2 Segment-2:

- Worked on beach fill Station 35+600 to 35+900 placing material to build up template.
- Continued Truck Hauling:
  - 17,264.79 Tons received last week.
  - 766 Trucks loads received last week.
  - 157,692.00 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
  - Final walkthrough to be held after completion of tilling. TBD
- Segment -2
  - 20K-25K Tons (+1000 Trucks loads) projected this week through Saturday.
  - Scheduled Survey for:
    - Station 35+600 to 35+500 & 36+000 to 36+100 Wednesday @ 2:00PM.
  - Place beach fill material on station 35+500 to 35+200; 300 ft remaining to complete Segment-2.
- Tilling:
  - Pending tiller modification, CHC awaiting for custom parts.
  - CHC will till Segment 1 and C2 concurrently.

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

- 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.
- Kevin K.-NDN Provide Update: Samples collected continues to be in compliance; visual environmental monitoring no invasive species reported. Only sponges has been showing up on shoreline but nothing to be concerned about.

**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:**

- Non-Scheduled

**5.0 Review construction project schedule:**

- 5.1 See attached 3-week look ahead.

**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.

**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.
- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88<sup>th</sup> street to 92<sup>nd</sup> street Collins Ave.
- Francisco Juelle-CHC expressed his concern about a beach fill project that is about to start on Miami Beach under contract with USACE, the two major concern are the following:
  - The material source is going to be the same for both contractors and we are not sure if the facility can handle the volume needed by both project at the same time without jeopardizing the performance of CHC, the other contractor or both the contractors. No one is sure at this time if the facility can handle the volume. CHC expectations is to continue to haul over 250 trucks a day.
  - Trucks availability, the pool of available trucks that are in compliance with strict requirements to haul sand into the beach is limited. Both contractors



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are going to be using the same pool of trucks. Our concern is that both contractors maybe be affected in the performance of their contract USACE. The situation of running two beach projects so close may create a conflict between the contractor, supplier, subcontractor and USACE.

- Nestor Rivera - stated that this issue is not a concern to the USACE and is the Contractors responsibility to perform.

#### **8.0 Review Site Safety & Deficiencies:**

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

- Domenic D.-CHC Provide Update:

#### **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:**

- *Next Non-Workdays:*
  - *Thanksgiving Nov. 28<sup>th</sup> -30<sup>th</sup>*
- *Open Items:*
  - *Dunes site visit at 96<sup>th</sup> street.*

*End of Meeting*

Next Meeting Date: Wednesday, 11/06/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

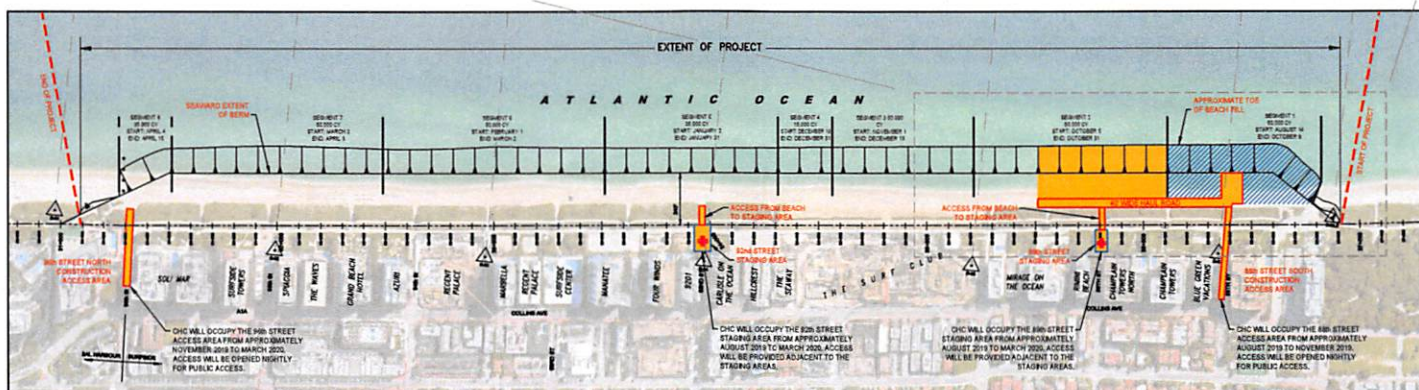
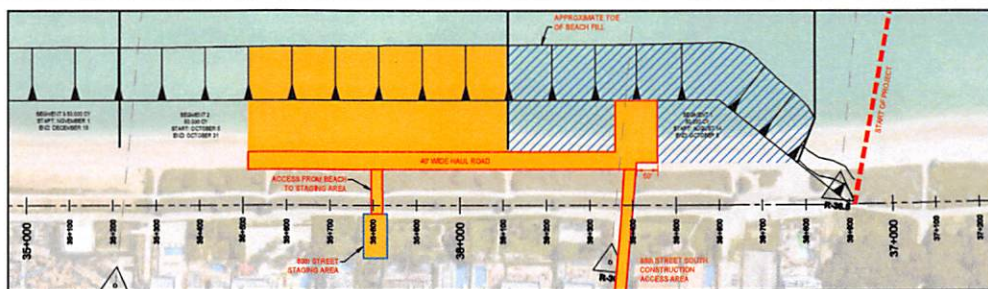
#### **MEETING ADJOURNED – THANK YOU**








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](mailto:rvillet@chcivil.com)
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243  
Email: [fjuelle@chccaribbean.com](mailto:fjuelle@chccaribbean.com)
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865  
Email: [hsevilla@chcivil.com](mailto:hsevilla@chcivil.com)
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560  
Email: [yhernandez@chcivil.com](mailto:yhernandez@chcivil.com)




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



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:		28-Oct-19									END:		16-Nov-19					
		28-Oct	29-Oct	30-Oct	31-Oct	1-Nov	2-Nov	4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov					
ACTIVITY ID / KTR	ACTIVITY DESCRIPTION	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	ITEM COMPLETED Y/N or O Ongoing	COMMENTS	
<b>Meetings</b>																								
	Preparatory Meetings for DFOV: None Scheduled																							
	Weekly Project Status Meeting			X						X								X						
A1330	Vibration Control Monitoring	X	X	X	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	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													X								Awaiting Custom Parts		
A1410	Beach Fill Segment 2: Station 35+200 to 36+100																							
	Station 35+700 to 35+800																					Completed 10/18/19		
	Station 35+800 to 35+900																					Completed 10/24/19		
	Station 35+900 to 36+000																					Completed 10/26/19		
	Station 35+700 to 35+600																					Completed 10/28/19		
	Station 35+600 to 35+500	X	X	X																		Ongoing		
	Station 35+500 to 35+400				X	X																		
	Station 35+400 to 35+300						X		X															
	Station 35+300 to 35+200							X		X	X													
	Install Additional Mats						X															TBD		
A1417	Beach Tilling Segment 2 Sta 35+200 to 36+100													X										
A1420	Beach Fill Segment 3: Station 35+200 to 34+550											X	X	X	X	X	X	X	X	X	X			





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

30 Oct 2019

Miami Resident Office

### 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

### 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

### 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 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-00025	Quarry Sample: 1. a. At 134,434 Tons b. Location Station 35+700 to 35+850 c. 11:43AM	35 30 00		A1410	Surfside	Missing Info

### 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	20 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	20 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	19 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	1 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	0 days	Not Started
A1420	Beach Fill Third Segment - 10	CHC	10/29/2019	1 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	10/10/2019	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	10/10/2019	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	10/11/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	10/05/2019	10/28/2019	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	10/29/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	10/30/2019	Not Started

### Features of Work with no Activities Assigned

Assign features to activities in "Pay Activities"		
Feature of Work	Number of Activities	Status

Range:

Page 1 of 2

Sorted by:





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

30 Oct 2019

Miami Resident Office

### 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 / 4	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

Page 2 of 2

Sorted by:

SUBMITTAL REGISTER (ER 415-1-10)					TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL					DATE: 10/30/2019					
					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	
<b>Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS</b>															
	13	2	01 35 26 1.4	Monthly Exposure Reports	TEST REPORTS	FIO						A	18 Oct 19		
	12	4	01 35 26 1.12.2	Accident Reports No.1 05-Oct 2019	TEST REPORTS	GA						A	11 Oct 19		
<b>Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT</b>															
A1410	9	13	02 22 13 3.5	Vibration Monitoring Report No.5	TEST REPORTS	FIO	RO	Rego, Christopher	25 Sep 19	05 Oct 19	05 Oct 19	A	28 Oct 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 #:	17	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 11/06/2019	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	<a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>
X	X	Francisco Juelle/PM	CHC	<a href="mailto:fjuelle@chccaribbean.com">fjuelle@chccaribbean.com</a>
X	X	Yunesky Hernandez / Super	CHC	<a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>
X	X	Hector Sevilla / QCM	CHC	<a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>
X	X	Domenic DeAmicis / SSHO	CHC	<a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>
X	X	Greg Close / SSHO	CHC	<a href="mailto:Gclose@chcivil.com">Gclose@chcivil.com</a>
X		Geoff Reichold	The NDN Companies	<a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>
X		Meghan Harrison	The NDN Companies	<a href="mailto:mharrison@thendncompanies.com">mharrison@thendncompanies.com</a>
X		William Gerrard	The NDN Companies	<a href="mailto:wgerrard@thendncompanies.com">wgerrard@thendncompanies.com</a>
X	X	Kevin Kerkhof	The NDN Companies	<a href="mailto:kkerkhof@thendncompanies.com">kkerkhof@thendncompanies.com</a>
X		Nestor Rivera / ACO	USACE	<a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>
X	X	Christopher Rego / COR	USACE	<a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>
X		Leo Bastante / COR	USACE	<a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a>
X	X	Alexis Vieira / Proj. Eng.	USACE	<a href="mailto:Alexis.M.Vieira@usace.army.mil">Alexis.M.Vieira@usace.army.mil</a>
X		Tony Jettinghoff/ACO	USACE	<a href="mailto:John.A.Jettinghoff@usace.army.mil">John.A.Jettinghoff@usace.army.mil</a>
X		Brian Choate	USACE	<a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>
X		Michael Neves	USACE	<a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>
X		Erica Skolte	USACE	<a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>
X		Timothy Humphrey	USACE	<a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>
X		Piper Austin	USACE	<a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>
X		Andrew Dutil	USACE	<a href="mailto:Andrew.S.Dutil@usace.army.mil">Andrew.S.Dutil@usace.army.mil</a>
X		Troy Mayhew	USACE /CESAJ-EN-GG	<a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>
X	X	Guillermo Olmedillo	Town of Surfside	<a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>
X		Duncan Tavares	Town of Surfside	<a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>





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



Project: Beach Erosion and Hurricane Protection  
Surfside Segment  
Miami-Dade County, Florida  
USACE Contract No.: W912EP-19-C-0017  
Date November 05, 2019 - Work in Progress



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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. 8<sup>th</sup> Pending Survey

- Tilling has not started,

- 3.2 *Segment-2*:

- Worked on beach fill Station 36+000 to 35+200 placing material to build up template.
  - Continued Truck Hauling:
    - 24,802.80 Tons received last week.
    - 1,101 Trucks loads received last week, average of 220/day (goal is 250/day).
    - 178,333.71 Tons of fill material placed up to date.

### 4.0 Review this week's definable feature of work:

- 4.1 Beach Fill (Truck Haul):

- *Segment-1*
    - Final walkthrough to be held after completion of tilling; TBD
  - *Segment -2*
    - Partially completed segment 2 need to survey Station(s) 35+200 & 36+100.
  - *Segment -3*
    - Today begin working from station 35+200 heading north (starting where the Four Seasons property line).
    - Anticipate +1,000 truckloads (20K-25K Tons) for the week including Saturday.
  - Tilling:
    - Received parts for tiller modification CHC will be tilling Segment 1 and Segment-2 concurrently by this Friday.
    - Chris R.-USACE asked if its Friday for sure; CHC responded that yes tilling will be done this Friday.

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

- No reported issues.
    - Report No. 6 has been submitted for review.





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#### 4.3 Environmental/Turbidity Monitoring:

- Turtle Nesting clearance notification ended ~~Nov. 1<sup>st</sup>~~ Oct. 31<sup>st</sup>, 2019 CHC no longer receives notifications, although CHC keeps eye out for any sighting of Turtles.
- Kevin K.-NDN Provide Update: Samples collected continues to be in compliance; visual environmental monitoring no invasive species reported. Only sponges have been showing up on shoreline but nothing to be concerned about.

#### 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.
- Guillermo O.-TOS: Mentioned that TOS received a complaint from Champlain Towers at 8777 Collins Ave something about the sand getting on all the windows; Randy Stokes the public works director was sent out to see what the issue was about. One question was brought up which was when is the operation moving to 96<sup>th</sup>? This Friday Guillermo O. -TOS has a conversation with the person who made the complaint to gather detailed information and will follow up with Chris R.-USACE. Guillermo O.-TOS asked Chris R.-USACE Is there a tentative date for the operation moving to 96<sup>th</sup> st street? Chris R.-USACE responded to please provide the information about what the complaint is about and in regard to moving to 96<sup>th</sup> street we are still long ways maybe end of November mid-December probably, it's about getting halfway, we would know 2-3 weeks out. Francisco J.-CHC mentioned that the plan is as soon we reach 92<sup>nd</sup>-93<sup>rd</sup> street and when Segment -5 is completed which is halfway, CHC will move north to 96<sup>th</sup> street. CHC has also been meeting with Surf Club regularly on Friday's. CHC will completing Segment-5 by end of December or mid-January.

#### 4.5 Scheduled Preparatory Meeting:

- Tilling

#### 4.6 3-Phase Inspection Schedule:

- Survey
- Tilling; Friday Nov. 8<sup>th</sup>

### 5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

### 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.

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

- No RFI's are pending.



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### 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.
- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88<sup>th</sup> street to 92<sup>nd</sup> street Collins Ave. as well as Haulover park.

### 8.0 Review Site Safety & Deficiencies:

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

- Domenic D.-CHC Provide Update:
  - 20 days from last injury of Oct. 5<sup>th</sup>, 2019.
  - Deficiency has been cleaned up.
  - Fire Extinguisher has been addressed
  - The accumulated water on the secondary basin at fuel are has been addressed; JAM Environmental disposed of the water.
  - Chris R.-USACE mentioned that a lot of areas are blocked off, if areas are not working areas, we need to open it up for public access. Only close off areas when tilling is required. CHC concurred. Francisco J.-CHC mentioned that CHC will open available areas except for the area at the loading of off-road dump trucks at segment -1.

### 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:

- *Next Non-Workdays:*
  - *Thanksgiving Nov. 28<sup>th</sup> -30<sup>th</sup>*
- *Open Items:*
  - *Dunes site visit at 96<sup>th</sup> street.*

#### *End of Meeting*

Next Meeting Date: Wednesday, 11/13/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

**MEETING ADJOURNED – THANK YOU**



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

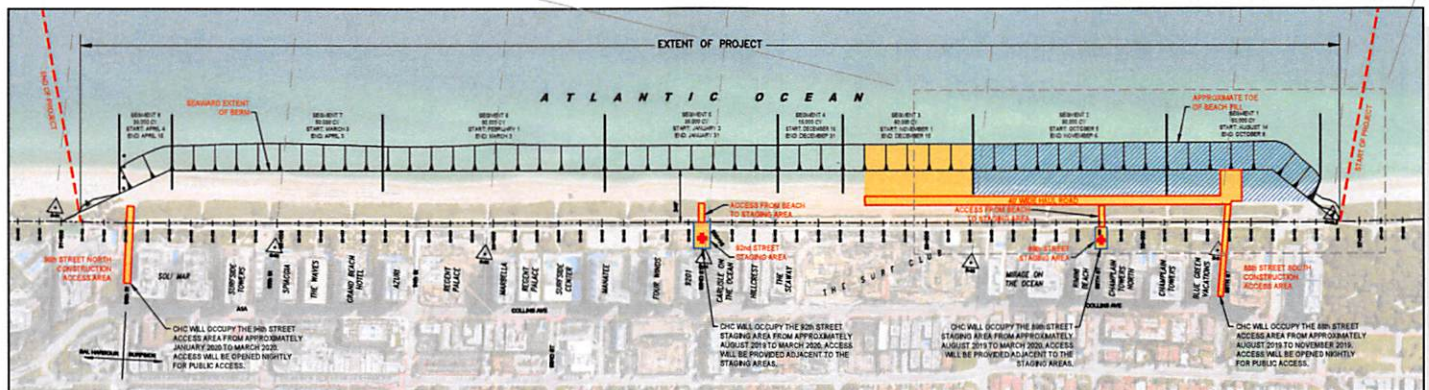
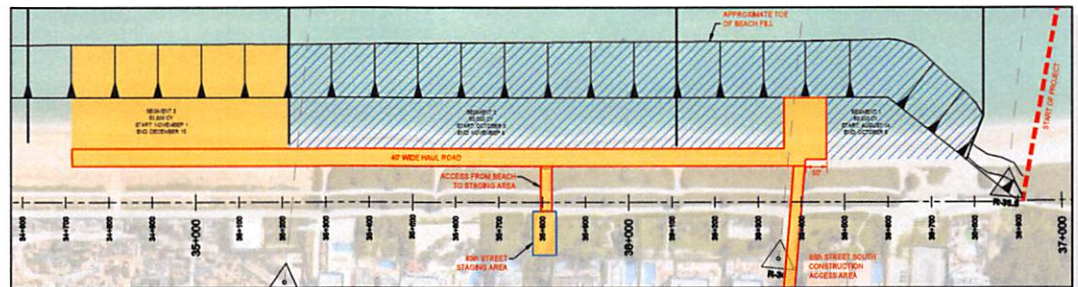
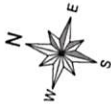
- Ricardo Villet – Project Manager; Mobile: 305-833-6828  
Email: [rvillet@chcivil.com](mailto:rvillet@chcivil.com)
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243  
Email: [fjuelle@chccaribbean.com](mailto:fjuelle@chccaribbean.com)
- Hector Sevilla- Quality Control Manager;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



## PROGRESS MAP OVERVIEW

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


Last Updated: November 8, 2019



### LEGEND

<span style="color: red;">---</span>	START/END OF PROJECT
<span style="background-color: yellow; border: 1px solid black;"></span>	DESIGNATED CONSTRUCTION ACCESS
<span style="background-color: orange; border: 1px solid black;"></span>	STAGING AREA
<span style="background-color: lightgreen; border: 1px solid black;"></span>	AREA ACCEPTED BY CONTRACTING OFFICER/ READY FOR PUBLIC USE
<span style="background-color: yellow; border: 1px solid black;"></span>	BEACH UNDER CONSTRUCTION
<span style="background-color: pink; border: 1px solid black;"></span>	AREA NOT READY FOR CONSTRUCTION
<span style="background-color: lightblue; border: 1px solid black;"></span>	PENDING TILLING
<span style="color: red;">+</span>	FIRST AID / EYE WASH



		Project: USACE Surfside Project Location: Miami-Dade County, FL		THREE WEEK LOOK AHEAD SCHEDULE														Current + 2 Weeks							
		START: 4-Nov-19																		END: 23-Nov-19					
		4-Nov	5-Nov	6-Nov	7-Nov	8-Nov	9-Nov	11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-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				
	<b>Meetings</b>																								
	Preparatory Meetings for DFW: None Scheduled																								
	Weekly Project Status Meeting			X						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	X	X	X		Ongoing				
A1340	Environmental/Turbidity Monitoring	X	X	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													X							Awaiting Custom Parts				
A1410	Beach Fill Segment 2: Station 35+200 to 36+100																								
	Station 36+000 to 36+100			X																	TBD				
	Station 35+700 to 35+600																				Completed 10/28/19				
	Station 35+600 to 35+500																				Completed 10/31/20				
	Station 35+500 to 35+400																				Completed 10/31/21				
	Station 35+400 to 35+300	X																			Completed 11/04/19				
	Station 35+300 to 35+200		X																		Completed by 11/05/19				
A1417	Beach Tilling Segment 2 Sta 35+200 to 36+100				X																				
A1420	Beach Fill Segment 3: Station 35+200 to 34+550																								
	Station 35+200 to 35+100			X	X																				
	Station 35+100 to 35+000					X		X	X																
	Station 35+000 to 34+900									X	X														
	Station 34+900 to 34+800											X													
	Station 34+800 to 34+700													X	X										
	Station 34+700 to 34+600															X	X		X	X					
A1430	Beach Fill Segment 4: Station 34+600 to 34+300																								





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

05 Nov 2019

Miami Resident Office

### 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

### 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

### Daily QC Reports not Completed

Enter Daily QC Report and mark completed "Daily QC Reports"	
QC Reports not completed for the following dates	Status
11/04/2019	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 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-00025	Quarry Sample: 1. a. At 134,434 Tons b. Location Station 35+700 to 35+850 c. 11:43AM	35 30 00		A1410	Surfside	Missing Info
CT-00031	Quarry Sample: 1. a. At 152,354 Tons b. Location Station 35+500 c. 1:29PM d. 10-28-19		Hector Sevilla	A1410	35+500	Missing Info

### 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	26 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	26 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	25 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	7 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	6 days	Not Started
A1420	Beach Fill Third Segment - 10	CHC	10/29/2019	7 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	10/10/2019	Not Started

Range:

Page 1 of 2

Sorted by:





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

05 Nov 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
A1405	Post Construction Survey Segme	CHC	10/10/2019	10/10/2019	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	10/11/2019	Not Started
A1410	Beach Fill Second Segment - 5	CHC	10/05/2019	10/28/2019	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	10/29/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	10/30/2019	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
00000006	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6 HCM JAG60100060809	10/05/2019	0 / 2	
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 4	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

Page 2 of 2

Sorted by:







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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	18	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 11/14/2019	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	<a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>
X	X	Francisco Juelle/PM	CHC	<a href="mailto:fjuelle@chccaribbean.com">fjuelle@chccaribbean.com</a>
X		Yunesky Hernandez / Super	CHC	<a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>
X	X	Hector Sevilla / QCM	CHC	<a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>
X	X	Domenic DeAmicis / SSHO	CHC	<a href="mailto:ddeamicis07@gmail.com">ddeamicis07@gmail.com</a>
X	X	Greg Close / SSHO	CHC	<a href="mailto:Gclose@chcivil.com">Gclose@chcivil.com</a>
X		Geoff Reichold	The NDN Companies	<a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>
X		Meghan Harrison	The NDN Companies	<a href="mailto:mharrison@thendncompanies.com">mharrison@thendncompanies.com</a>
X		William Gerrard	The NDN Companies	<a href="mailto:wgerrard@thendncompanies.com">wgerrard@thendncompanies.com</a>
X	X	Kevin Kerkhof	The NDN Companies	<a href="mailto:kkerkhof@thendncompanies.com">kkerkhof@thendncompanies.com</a>
X		Nestor Rivera / ACO	USACE	<a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>
X	X	Christopher Rego / COR	USACE	<a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>
X	X	Leo Bastante / COR	USACE	<a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a>
X	X	Alexis Vieira / Proj. Eng.	USACE	<a href="mailto:Alexis.M.Vieira@usace.army.mil">Alexis.M.Vieira@usace.army.mil</a>
X		Tony Jettinghoff/ACO	USACE	<a href="mailto:John.A.Jettinghoff@usace.army.mil">John.A.Jettinghoff@usace.army.mil</a>
X		Brian Choate	USACE	<a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>
X		Michael Neves	USACE	<a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>
X		Erica Skolte	USACE	<a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>
X		Timothy Humphrey	USACE	<a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>
X		Piper Austin	USACE	<a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>
X		Andrew Dutil	USACE	<a href="mailto:Andrew.S.Dutil@usace.army.mil">Andrew.S.Dutil@usace.army.mil</a>
X	X	Bernard Brown	USACE	
X	X	Troy Mayhew	USACE /CESAJ-EN-GG	<a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>
X	X	Guillermo Olmedillo	Town of Surfside	<a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>





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X	X	Duncan Tavares	Town of Surfside	<a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>
X	X	Randy Stokes	Town of Surfside-PWD	<a href="mailto:rstokes@townofsurfsidefl.gov">rstokes@townofsurfsidefl.gov</a>
X		Irina Mocanu	Town of Surfside	<a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>
X	X	Lt. John Healy	TOS Police Dept.	<a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>
X		Julio Yero	TOS Police Dept.	<a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>
X		John Bambis	TOS Police Dept.	<a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>
X	X	Julio Nores	DERM-RER	<a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>
X		Libbie McDearmid	Florida DEP	<a href="mailto:Libbie.McDearmid@FloridaDEP.gov">Libbie.McDearmid@FloridaDEP.gov</a>
X		Alexandra Wagner	Florida DEP	<a href="mailto:Alexandra.Wagner@FloridaDEP.gov">Alexandra.Wagner@FloridaDEP.gov</a>
X		Teal Kawana	MDPR	<a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>
X		Colette Biondi	MDPR	<a href="mailto:Colette.Biondi@miamidade.gov">Colette.Biondi@miamidade.gov</a>
X		Carlos Fernandez-Quevedo	MDPR	<a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a>
X	X	Paul Voight	MDCP-RER	<a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>
X		Sarah Thanner	MDCP-RER	<a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>
X		Marina Blanco-Pape	MDCP-RER	<a href="mailto:Marina.Blanco-Pape@miamidade.gov">Marina.Blanco-Pape@miamidade.gov</a>
X	X	Alberto Pisani	MDCP-RER	<a href="mailto:Alberto.Pisani@miamidade.gov">Alberto.Pisani@miamidade.gov</a>
X		Kelli Stamm	Precision Measurements	<a href="mailto:kstamm@precisionmeasurements.com">kstamm@precisionmeasurements.com</a>





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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. 8<sup>th</sup>

- 3.2 *Segment-2*:

- Completed Segment -2 on Nov. 8<sup>th</sup>.
- Truck Hauling:
  - 25,506.69 Tons received last week.
  - 1,178 Trucks loads received last week, average of 230/day.
  - 208,044.35 Tons of fill material placed up to date.

### 4.0 Review this week's definable feature of work:

- 4.1 Beach Fill (Truck Haul):

- *Segment-1 & 2*:
  - Final walkthrough to be held after completion of tilling; TBD.
- *Segment -3*
  - Working from station 34+900 heading north (in front of the Four Seasons).
  - Surveyed 200ft. out of 600 ft for compensated quantity and slope acceptance.
  - Anticipate +1,000 truckloads (20K-25K Tons) for the week including Saturday.
  - Guillermo O. -TOS noted that the winds and high tide are reaching out to the dunes, not sure how this will affect the project? Francisco J.-CHC we have open area that we can continue fill upland and not push into the water, we have 1 or 2 bad days although the following days will get better, we are covering more areas, CHC doesn't think is an issue.
- Tilling:
  - Still working with tilling alternatives, CHC made trial runs.
  - Chris R.-USACE mentioned that when is CHC will have the proper equipment to start tilling, tilling has been dragging on, need to get this completed ASAP. Francisco J.-CHC noted that by next week we should be able to start tilling.
  - Chris R.-USACE mentioned that there's areas that we are not working on although it should be opened for the public for access. Francisco J.-CHC





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noted that we will coordinate and open the areas available for the public by tomorrow.

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

- No reported issues.

**4.3 Environmental/Turbidity Monitoring:**

- Kevin K.-NDN Provide Update: Monitoring conducted this week has been in compliance, Tuesday had higher than normal due to lack of current, no wave action although readings are in compliance. No invasive species has been found through the project.

**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.
  - TOS received a complaint from Champlain Towers at 8777 Collins Ave. Follow up information by Guillermo O.-TOS: Complaint is about trucks without tarps and that the sand from the trucks are getting into her balcony. She took pictures of trucks without tarps on, what is the procedure of trucks? Francisco J.-CHC The sand has no dust, the dust is coming from the hardpack which is causing the dust, we sweep the area in order to reduce the dust. We try to maintain it at the same time we cannot wet the hardpack due to that it will create mud and the trucks will introduce it to 88<sup>th</sup> and Collins Ave, CHC is aware of the and trying to minimize impacts as much as possible.

**4.5 Scheduled Preparatory Meeting:**

- Tilling

**4.6 3-Phase Inspection Schedule:**

- Survey
- Tilling

**5.0 Review construction project schedule:**

5.1 See attached 3-week look ahead.

5.2 Chris R.-USACE will follow up with a tentative date and time for monthly schedule update meeting.

**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.

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

- No RFI's are pending.



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## 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.
- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88<sup>th</sup> street to 92<sup>nd</sup> street Collins Ave. as well as Haulover park.
- Francisco J.-CHC requested to coordinate meeting after Thanksgiving with USACE, City of Surfside, Haul Over Park and all affiliated parties to coordinate to use access 96<sup>th</sup> street by end of December or early January.

## 8.0 Review Site Safety & Deficiencies:

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

- Domenic D.-CHC Provide Update:
  - 27 days from last injury of Oct. 5<sup>th</sup>, 2019.
- Housekeeping is in good conditions, no issues with the public, MOT is working.
- Weather is main concern at the time with high winds.
- Chris R.-USACE mentioned that Bernard Brown-USACE is on site and review all pending items.

## 9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

## 10.0 Modifications, Changes, Substitutions to the Contract:

- Proposed Change No.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:

- Any upcoming events that needs to be coordinated with truck hauling?
  - None
  - Last week Nov. 11<sup>th</sup> Veterans Day Event went well good job on all teams working together.
- *Next Non-Workdays:*
  - *Thanksgiving Nov. 28<sup>th</sup> -30<sup>th</sup>*
- *Open Items:*
  - *Dunes site visit at 96<sup>th</sup> street. We will coordinate along with TOS and Haulover coordination meeting.*

*End of Meeting*

Next Meeting Date: Wednesday, 11/27/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

**MEETING ADJOURNED – THANK YOU**



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

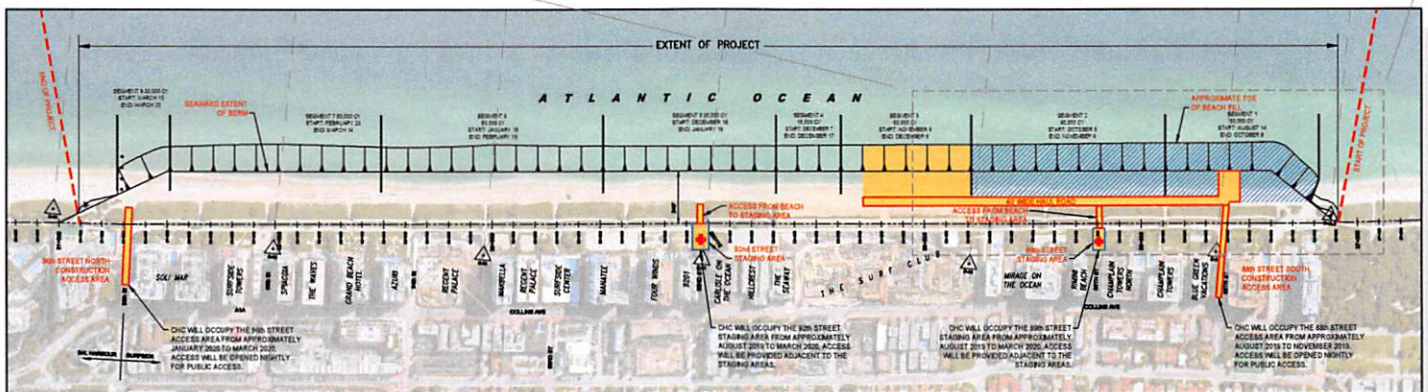
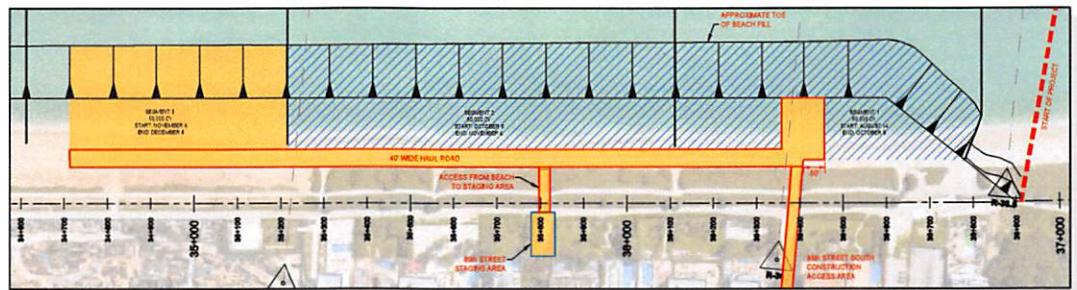
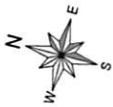
- Ricardo Villet – Project Manager; Mobile: 305-833-6828  
Email: [rvillet@chcivil.com](mailto:rvillet@chcivil.com)
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243  
Email: [fjuelle@chccaribbean.com](mailto:fjuelle@chccaribbean.com)
- Hector Sevilla- Quality Control Manager;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



## PROGRESS MAP OVERVIEW

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


Last Updated: November 8, 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

ACTIVITY ID / KTR	ACTIVITY DESCRIPTION	START: 11-Nov-19														END: 30-Nov-19								ITEM COMPLETED - 1/16 or 0 Ongoing	COMMENTS
		11-Nov	12-Nov	13-Nov	14-Nov	15-Nov	16-Nov	18-Nov	19-Nov	20-Nov	21-Nov	22-Nov	23-Nov	25-Nov	26-Nov	27-Nov	28-Nov	29-Nov	30-Nov						
	<b>Meetings</b>																								
	Preparatory Meetings for DFOV:																								
	None Scheduled																								
	Weekly Project Status Meeting			X						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	X	X							Ongoing
A1340	Environmental/Turbidity Monitoring	X	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													X											Awaiting Custom Parts
A1410	Beach Fill Segment 2: Station 35+200 to 36+100																								TBD
	Station 36+000 to 36+100			X																					Completed 10/28/19
	Station 35+700 to 35+600																								Completed 10/31/20
	Station 35+600 to 35+500																								Completed 10/31/21
	Station 35+500 to 35+400																								Completed 11/04/19
	Station 35+400 to 35+300																								Completed 11/08/19
	Station 35+300 to 35+200																								
A1417	Beach Tilling Segment 2 Sta 35+200 to 36+100																								
A1420	Beach Fill Segment 3: Station 35+200 to 34+550																								
	Station 35+200 to 35+100																								
	Station 35+100 to 35+000	X	X																						Completed 11/12/19
	Station 35+000 to 34+900		X	X	X	X	X																		
	Station 34+900 to 34+800							X	X																
	Station 34+800 to 34+700									X	X														
	Station 34+700 to 34+600											X	X												
A1430	Beach Fill Segment 4: Station 34+600 to 34+300																								
	Station 34+600 to 34+500															X	X								
	Station 34+500 to 34+400																X								
	Station 34+400 to 34+300																	X							

THANKSGIVING HOLIDAY

NON WORK DAY

NON WORK DAY





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

14 Nov 2019

Miami Resident Office

### 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

### 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
CHC	08/19/2019		08/25/2019, 09/01/2019, 09/08/2019, 09/15/2019, 09/22/2019, 11/10/2019, 11/17/2019	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
11/11/2019, 11/12/2019, 11/13/2019	Not Completed

### Outstanding Deficiency Items

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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
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CT-00025	Quarry Sample: 1. a. At 134,434 Tons b. Location Station 35+700 to 35+850 c. 11:43AM	35 30 00		A1410	Surfside	Missing Info
CT-00031	Quarry Sample: 1. a. At 152,354 Tons b. Location Station 35+500 c. 1:29PM d. 10-28-19		Hector Sevilla	A1410	35+500	Missing Info

### 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	35 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	35 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	34 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	16 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	15 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	5 days	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	6 days	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/19/2019	5 days	Not Started

Range:

Page 1 of 2

Sorted by:





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

14 Nov 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	10/10/2019	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	10/10/2019	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	10/11/2019	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	10/29/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	10/30/2019	Not Started
A1420	Beach Fill Third Segment - 10	CHC	11/06/2019	11/18/2019	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	11/19/2019	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	11/20/2019	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
00000006	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6 HCM JAG60100060809	10/05/2019	0 / 2	
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 4	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

Page 2 of 2

Sorted by:







**US Army Corps  
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Jacksonville District

Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	19	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 11/20/2019	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	<a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>
X	X	Francisco Juelle/PM	CHC	<a href="mailto:fjuelle@chccaribbean.com">fjuelle@chccaribbean.com</a>
X	X	Yunesky Hernandez / Super	CHC	<a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>
X	X	Hector Sevilla / QCM	CHC	<a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>
X		Greg Close / SSHO	CHC	<a href="mailto:Gclose@chcivil.com">Gclose@chcivil.com</a>
X		Geoff Reichold	The NDN Companies	<a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>
X		Meghan Harrison	The NDN Companies	<a href="mailto:mharrison@thendncompanies.com">mharrison@thendncompanies.com</a>
X		William Gerrard	The NDN Companies	<a href="mailto:wgerrard@thendncompanies.com">wgerrard@thendncompanies.com</a>
X	X	Kevin Kerkhof	The NDN Companies	<a href="mailto:kkerkhof@thendncompanies.com">kkerkhof@thendncompanies.com</a>
X	X	Nestor Rivera / ACO	USACE	<a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>
X	X	Christopher Rego / COR	USACE	<a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>
X	X	Leo Bastante / COR	USACE	<a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a>
X	X	Alexis Vieira / Proj. Eng.	USACE	<a href="mailto:Alexis.M.Vieira@usace.army.mil">Alexis.M.Vieira@usace.army.mil</a>
X		Tony Jettinghoff/ACO	USACE	<a href="mailto:John.A.Jettinghoff@usace.army.mil">John.A.Jettinghoff@usace.army.mil</a>
X		Brian Choate	USACE	<a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>
X		Michael Neves	USACE	<a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>
X		Erica Skolte	USACE	<a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>
X		Timothy Humphrey	USACE	<a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>
X		Piper Austin	USACE	<a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>
X		Andrew Dutil	USACE	<a href="mailto:Andrew.S.Dutil@usace.army.mil">Andrew.S.Dutil@usace.army.mil</a>
X		Troy Mayhew	USACE /CESAJ-EN-GG	<a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>
X	X	Guillermo Olmedillo	Town of Surfside	<a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>
X	X	Duncan Tavares	Town of Surfside	<a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>



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X		Randy Stokes	Town of Surfside-PWD	<a href="mailto:rstokes@townofsurfsidefl.gov">rstokes@townofsurfsidefl.gov</a>
X		Irina Mocanu	Town of Surfside	<a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>
X	X	Kate Stein	Town of Surfside	<a href="mailto:kstein@townofsurfsidefl.gov">kstein@townofsurfsidefl.gov</a>
X	X	Lt. John Healy	TOS Police Dept.	<a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>
X		Julio Yero	TOS Police Dept.	<a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>
X		John Bambis	TOS Police Dept.	<a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>
X	X	Julio Nores	DERM-RER	<a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>
X		Libbie McDermid	Florida DEP	<a href="mailto:Libbie.McDermid@FloridaDEP.gov">Libbie.McDermid@FloridaDEP.gov</a>
X		Alexandra Wagner	Florida DEP	<a href="mailto:Alexandra.Wagner@FloridaDEP.gov">Alexandra.Wagner@FloridaDEP.gov</a>
X		Teal Kawana	MDPR	<a href="mailto:teal.kawana@miamidade.gov">teal.kawana@miamidade.gov</a>
X		Colette Biondi	MDPR	<a href="mailto:Colette.Biondi@miamidade.gov">Colette.Biondi@miamidade.gov</a>
X		Carlos Fernandez-Quevedo	MDPR	<a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a>
X	X	Paul Voight	MDCP-RER	<a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>
X		Sarah Thanner	MDCP-RER	<a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>
X		Marina Blanco-Pape	MDCP-RER	<a href="mailto:Marina.Blanco-Pape@miamidade.gov">Marina.Blanco-Pape@miamidade.gov</a>
X	X	Alberto Pisani	MDCP-RER	<a href="mailto:Alberto.Pisani@miamidade.gov">Alberto.Pisani@miamidade.gov</a>
X		Kelli Stamm	Precision Measurements	<a href="mailto:kstamm@precisionmeasurements.com">kstamm@precisionmeasurements.com</a>







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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. 8<sup>th</sup>
- 3.2 *Segment-2*: Completed Nov. 8<sup>th</sup>.
- 3.3 *Segment-3: Station 35+200 to 34+800*
  - Truck Hauling:
    - 25,035.46 Tons received last week.
    - 1,113 Trucks loads received last week, average of 190/day.
    - 223,943.37 Tons of fill material placed up to date.

### 4.0 Review this week's definable feature of work:

- 4.1 Beach Fill (Truck Haul):
  - *Segment-1 & 2*:
    - Final walkthrough to be held after completion of tilling; TBD.
  - *Segment -3*
    - Working from station 34+700 heading north (in front of the Four Seasons).
    - Surveyed 400ft. out of 600 ft for compensated quantity and slope acceptance. 200 ft remaining to complete Segment-3.
    - Anticipate +1,000 truckloads (20K-25K Tons) for the week including Saturday.
    - CHC opened up areas for public access.
  - Tilling:
    - Still working with tilling alternatives, CHC made trial runs.
    - Chris R.-USACE mentioned that when is CHC will have the proper equipment to start tilling, tilling has been dragging on, need to get this completed ASAP. Francisco J.-CHC noted that by end of this week.
- 4.2 Vibration Monitoring: No issues; continuing monitoring 24/7.
  - No reported issues.
  - Report No. 7 is forthcoming



#### 4.3 Environmental/Turbidity Monitoring:

- Kevin K.-NDN Provide Update: Monitoring conducted this week has been in compliance, Tuesday had higher than normal due to lack of current, no wave action although readings are in compliance. No invasive species has been found through the project.
- Turbidity Monitoring report is forthcoming.

#### 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:

- Tilling

#### 4.6 3-Phase Inspection Schedule:

- Survey
- Tilling

### 5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

5.2 Monthly schedule update for November held on Monday Nov. 18<sup>th</sup>.

### 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.

#### 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.
- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88<sup>th</sup> street to 92<sup>nd</sup> street Collins Ave. as well as Haulover park.
- 96<sup>th</sup> street occupancy Coordination Meeting to be held for Dec 5<sup>th</sup>, 2019.

### 8.0 Review Site Safety & Deficiencies:

#### 8.1 Site Safety & Health Officer review weekly safety briefings and deficiencies.

- Matt Gregory. -CHC Provide Update: Introduction to, safety wise the site is in good condition, MOT and personnel working with the public in guiding through the areas.
  - 39 days from last injury of Oct. 5<sup>th</sup>, 2019.
  - Schedule Monthly Supervisors Safety Meeting.

### 9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMUSACE and Contractor.





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#### 10.0 Modifications, Changes, Substitutions to the Contract:

- Proposed Change No.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:

- Any upcoming events that needs to be coordinated with truck hauling?
  - TOS received a complaint from Champlain Towers at 8777 Collins Ave. Follow up information by Guillermo O.-TOS: TOS spoke to the lady that made the complaint stated that her balcony/windows is getting dirty due to the sand hauling, TOS is working with her to see to remediate the issue. Francisco J.-CHC noted that is not the sand , is the particles on the hardpack and CHC is making the effort to minimize dust control.
  - Duncan Tavares-TOS: Asked to identify the dates that contractor will not be working after Jan 1, 2020? Chris R.-USACE noted that the dates that are on the contracts is are the only dates the contractor is bind to. Contractor has no restriction on federal holidays, contractor can choose to work any federal holiday that are not on the contract. Duncan T.-TOS asked if the contractor is working Jan 1<sup>st</sup> 2019? Francisco J.-CHC noted that CHC will not work Jan 1<sup>st</sup> 2020 although has no restrictions on federal holiday and most likely will work all federal holidays after Jan 1<sup>st</sup> 2020.
- *Next Non-Workdays:*
  - *Thanksgiving Nov. 28<sup>th</sup> -30<sup>th</sup>*
  - *Christmas Dec. 25<sup>th</sup> 2019*
- *Open Items:*
  - *Dunes site visit at 96<sup>th</sup> street. We will coordinate along with TOS and Haulover coordination meeting.*

#### *End of Meeting*

Next Meeting Date: Wednesday, 11/27/19 @ 10:30 A.M.  
Location: Conference call  
Call In: (224) 501-3412  
Access Code: 582-596-925

**MEETING ADJOURNED – THANK YOU**



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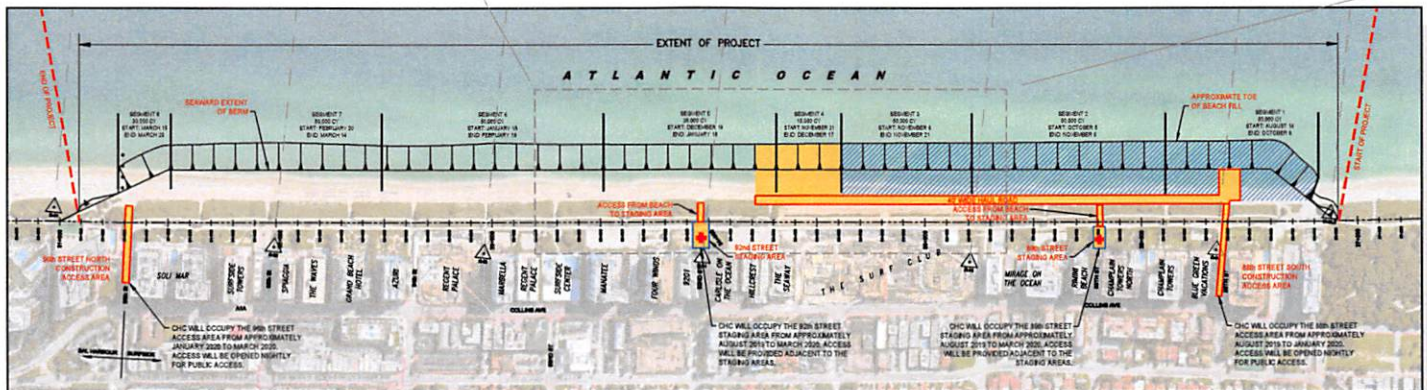
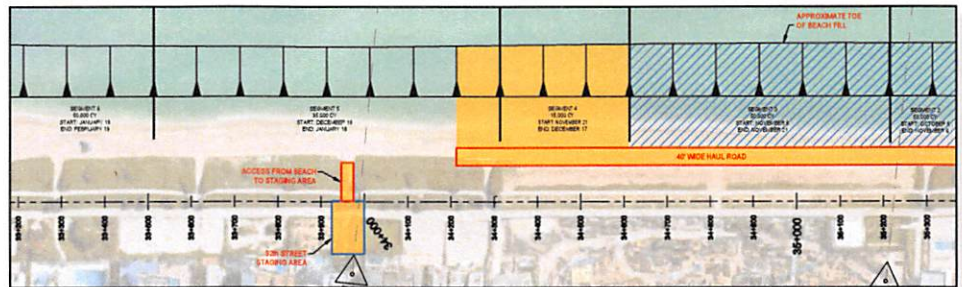
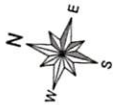
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

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

## PROGRESS MAP OVERVIEW

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

Last Updated: November 23, 2019



### LEGEND

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









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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

20 Nov 2019

Miami Resident Office

### 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

### 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
CHC	08/19/2019		11/17/2019, 11/24/2019	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
11/14/2019	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
QA-00030	11/14/2019	SweepMaster Equipment connector cables missing insulation shield, this is a violation of EM 385-1-1 11.A.05	89th Staging	Not Corrected

### 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-00025	Quarry Sample: 1. a. At 134,434 Tons b. Location Station 35+700 to 35+850 c. 11:43AM	35 30 00		A1410	Surfside	Missing Info
CT-00031	Quarry Sample: 1. a. At 152,354 Tons b. Location Station 35+500 c. 1:29PM d. 10-28-19		Hector Sevilla	A1410	35+500	Missing Info

### 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	41 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	41 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	40 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	22 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	21 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	1 days	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	0 days	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/19/2019	1 days	Not Started

Range:

Page 1 of 2

Sorted by:





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

20 Nov 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	10/10/2019	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	10/10/2019	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	10/11/2019	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	10/29/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	10/30/2019	Not Started
A1420	Beach Fill Third Segment - 10	CHC	11/06/2019	11/18/2019	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	11/19/2019	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	11/20/2019	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/19/2019	11/27/2019	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
00000006	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6 HCM IAG60100060809	10/05/2019	0 / 2	
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 4	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

Page 2 of 2

Sorted by:







**US Army Corps  
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Jacksonville District

Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	20	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 11/27/2019	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	<a href="mailto:rvillet@chcivil.com">rvillet@chcivil.com</a>
X	X	Francisco Juelle/PM	CHC	<a href="mailto:fjuelle@chccaribbean.com">fjuelle@chccaribbean.com</a>
X		Yunesky Hernandez / Super	CHC	<a href="mailto:yhernandez@chcivil.com">yhernandez@chcivil.com</a>
X	X	Hector Sevilla / QCM	CHC	<a href="mailto:hsevilla@chcivil.com">hsevilla@chcivil.com</a>
X		Greg Close / SSHO	CHC	<a href="mailto:Gclose@chcivil.com">Gclose@chcivil.com</a>
X	X	Matt Gregory	CHC	<a href="mailto:ggregory@chcivil.com">ggregory@chcivil.com</a>
X		Geoff Reichold	The NDN Companies	<a href="mailto:Greichold@thendncompanies.com">Greichold@thendncompanies.com</a>
X		Meghan Harrison	The NDN Companies	<a href="mailto:mharrison@thendncompanies.com">mharrison@thendncompanies.com</a>
X		William Gerrard	The NDN Companies	<a href="mailto:wgerrard@thendncompanies.com">wgerrard@thendncompanies.com</a>
X	X	Kevin Kerkhof	The NDN Companies	<a href="mailto:kkerkhof@thendncompanies.com">kkerkhof@thendncompanies.com</a>
X		Nestor Rivera / ACO	USACE	<a href="mailto:Nestor.A.Rivera@usace.army.mil">Nestor.A.Rivera@usace.army.mil</a>
X		Christopher Rego / COR	USACE	<a href="mailto:Christopher.M.Rego@usace.army.mil">Christopher.M.Rego@usace.army.mil</a>
X	X	Leo Bastante / COR	USACE	<a href="mailto:Leopoldo.A.Bastante@usace.army.mil">Leopoldo.A.Bastante@usace.army.mil</a>
X	X	Alexis Vieira / Proj. Eng.	USACE	<a href="mailto:Alexis.M.Vieira@usace.army.mil">Alexis.M.Vieira@usace.army.mil</a>
X	X	Tony Jettinghoff/ACO	USACE	<a href="mailto:John.A.Jettinghoff@usace.army.mil">John.A.Jettinghoff@usace.army.mil</a>
X		Brian Choate	USACE	<a href="mailto:Brian.C.Choate@usace.army.mil">Brian.C.Choate@usace.army.mil</a>
X		Michael Neves	USACE	<a href="mailto:Michael.P.Neves@usace.army.mil">Michael.P.Neves@usace.army.mil</a>
X		Erica Skolte	USACE	<a href="mailto:Erica.A.Skolte@usace.army.mil">Erica.A.Skolte@usace.army.mil</a>
X		Timothy Humphrey	USACE	<a href="mailto:Timothy.G.Humphrey@usace.army.mil">Timothy.G.Humphrey@usace.army.mil</a>
X		Piper Austin	USACE	<a href="mailto:Piper.E.Austin@usace.army.mil">Piper.E.Austin@usace.army.mil</a>
X		Andrew Dutil	USACE	<a href="mailto:Andrew.S.Dutil@usace.army.mil">Andrew.S.Dutil@usace.army.mil</a>
X		Troy Mayhew	USACE /CESAJ-EN-GG	<a href="mailto:Troy.a.mayhew@usace.army.mil">Troy.a.mayhew@usace.army.mil</a>
X	X	Guillermo Olmedillo	Town of Surfside	<a href="mailto:golmedillo@townofsurfsidefl.gov">golmedillo@townofsurfsidefl.gov</a>
X		Duncan Tavares	Town of Surfside	<a href="mailto:dtavares@townofsurfsidefl.gov">dtavares@townofsurfsidefl.gov</a>





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X	X	Randy Stokes	Town of Surfside-PWD	<a href="mailto:rstokes@townofsurfsidefl.gov">rstokes@townofsurfsidefl.gov</a>
X		Irina Mocanu	Town of Surfside	<a href="mailto:imocanu@townofsurfsidefl.gov">imocanu@townofsurfsidefl.gov</a>
X		Kate Stein	Town of Surfside	<a href="mailto:kstein@townofsurfsidefl.gov">kstein@townofsurfsidefl.gov</a>
X	X	Lt. John Healy	TOS Police Dept.	<a href="mailto:JHealy@townofsurfsidefl.gov">JHealy@townofsurfsidefl.gov</a>
X	X	Chief Julio Yero	TOS Police Dept.	<a href="mailto:jyero@townofsurfsidefl.gov">jyero@townofsurfsidefl.gov</a>
X	X	Capt. John Bambis	TOS Police Dept.	<a href="mailto:jbambis@townofsurfsidefl.gov">jbambis@townofsurfsidefl.gov</a>
X		Julio Nores	DERM-RER	<a href="mailto:Julio.Nores@miamidade.gov">Julio.Nores@miamidade.gov</a>
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X		Carlos Fernandez-Quevedo	MDPR	<a href="mailto:Carlos.Fernandez-Quevedo@miamidade.gov">Carlos.Fernandez-Quevedo@miamidade.gov</a>
X		Paul Voight	MDCP-RER	<a href="mailto:Paul.Voight@miamidade.gov">Paul.Voight@miamidade.gov</a>
X		Sarah Thanner	MDCP-RER	<a href="mailto:Sara.Thanner@miamidade.gov">Sara.Thanner@miamidade.gov</a>
X		Marina Blanco-Pape	MDCP-RER	<a href="mailto:Marina.Blanco-Pape@miamidade.gov">Marina.Blanco-Pape@miamidade.gov</a>
X	X	Alberto Pisani	MDCP-RER	<a href="mailto:Alberto.Pisani@miamidade.gov">Alberto.Pisani@miamidade.gov</a>
X		Kelli Stamm	Precision Measurements	<a href="mailto:kstamm@precisionmeasurements.com">kstamm@precisionmeasurements.com</a>





## 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 Beach Fill Completed Areas (Pending Acceptance After Tilling):

- *Segment-1:* Completed Oct. 8<sup>th</sup>
- *Segment-2:* Completed Nov. 8<sup>th</sup>
- *Segment-3* Completed Nov. 21<sup>st</sup>

#### 3.2 *Segment-3: Station 35+200 to 34+600 (600 ft.)*

- Truck Hauling:
  - 23,661.30 Tons received last week.
  - 1,054 Trucks loads received last week, average of 260/day.
  - 247,604.67 Tons of fill material placed up to date.
  - Almost halfway through project.
- Lt. Healy mentioned that this morning need to talk to drivers when making the left turn at 88<sup>th</sup> street & Harding, two trucks went through the crosswalk right of way almost hitting 2 pedestrians; Also talked to CHC flagger not to stack the trucks, it was an issue Monday with stacking the truck due to that an excavator was down. Hector-CHC stated that a notification was sent out to all the truck brokers, in regards to the truck stacking at 88<sup>th</sup> street, CHC had a issue with the excavator as mentioned although the issue was resolved immediately, CHC tries to avoid having trucks pass the parking lot at 88<sup>th</sup> street.

### 4.0 Review this week's definable feature of work:

#### 4.1 Beach Fill (Truck Haul):

- *Segment-1, 2 & 3:*
  - Final walkthrough to be held after completion of tilling; TBD.
- *Segment -4*
  - Short week, working from station 34+500 heading north (in front of the Four Seasons).
  - Surveyed 200ft. out of 300 ft for compensated quantity and slope acceptance. 100 ft remaining to complete Segment-4.
  - Anticipate 500 truckloads (+/-10K Tons) for the week.
  - CHC has open areas for public access.
  - Today CHC will complete 100 ft section from station 34+500 to 34+400.
  - Today is the last day of work before Holliday Non Workdays, CHC will only received 1-run of truck hauling, should stop hauling by 2:00PM,



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expecting +80 trucks. CHC will work until 5:00PM today, will grade the beach and prep for the long weekend.

- Tilling:
  - CHC making trial runs.

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

- Nov. 21<sup>st</sup> Threshold Alert at MP#8 (88th St. Access Area); CHC/SSI didn't find any evidence of cause of vibration or that the monitor was tampered or moved, we believe that it could probably been false alarm by someone walking on top of the sensor.
- Report No. 7 is under review.

**4.3 Environmental/Turbidity Monitoring:**

- Kevin K.-NDN Provide Update: Monitoring conducted this week has been in compliance; No invasive species has been found through the project.

**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:**

- Follow up Prep Meeting for Tilling; CHC continue to make some trials runs, CHC is trying to reach 3ft depth as required by the contract. Will schedule with the USACE sometime next week for official inspection. Leo B.-USACE asked when will it be ready and what is the progress of the tilling trials? Hector-CHC stated that the tiller is having some traction problem on the beach and tweaking the tiller in order to make the depth.

**4.6 3-Phase Inspection Schedule:**

- Survey
- Tilling

**5.0 Review construction project schedule:**

**5.1 See attached 3-week look ahead.**

- CHC will return back to work on Monday Dec. 2<sup>nd</sup>
- Complete the last 100ft section for segment 4.
- Start work on segment-5 which is approximately 1000 ft. will complete within 2-3 weeks.





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## 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.
- Submittal New SSHO.

### 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.
- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88<sup>th</sup> street to 92<sup>nd</sup> street Collins Ave. as well as Haulover park.

## 8.0 Review Site Safety & Deficiencies:

### 8.1 Site Safety & Health Officer review weekly safety briefings and deficiencies.

- Matt Gregory. -CHC Provide Update:
  - Toolbox Talk: Holliday Safety
  - Proper PPE: Proper Work Attire
  - 42 days from last injury of Oct. 5<sup>th</sup>, 2019.
  - Schedule Monthly Supervisors Safety Meeting 1<sup>st</sup> week of December; tentative Dec. 4<sup>th</sup> at 9:30 AM.
- Police Activity Monday Nov. 25<sup>th</sup>: Upon arrival to the Surfside Job Site at 6:30 AM there was an ongoing police activity involving two SUV at the 88<sup>th</sup> street access entering the job site beach side and one vehicle getting stuck on the sand (vehicle stuck on sand, east passed the truck haul mats). The Surfside Police Department were at the scene and CHC was currently shut down and could not start work since the activity investigation was ongoing and the equipment was next to the scene and CHC was forced to halt loaded trucks at that time. CHC was able to start work at 11:00AM.
- Tony J.-USACE asked about the submittal "#01 35 26-12.1 Accident Report No. 1" what was the status? Leo B.-USACE stated that it is under review as well as the Submittal "#01 35 26-16 & #01 45 05-7 SSHO Gregg Close" which CHC submitted prior day for primary SSHO.

## 9.0 Review / Update Joint Risk Management Register:

### 9.1 Ongoing JRM R USACE and Contractor.

## 10.0 Modifications, Changes, Substitutions to the Contract:

- Proposed Change No.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.*





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#### 11.0 Other Business:

- Any upcoming events that needs to be coordinated with truck hauling?
  - None
- Meetings & Coordination:
  - 96<sup>th</sup> street occupancy and Dunes Coordination Meeting to be held for Wednesday Dec 5<sup>th</sup>, 2019 @ 11:30 AM.
- Next Non-Workdays:
  - Thanksgiving Nov. 28<sup>th</sup> -30<sup>th</sup>
  - Christmas Dec. 25<sup>th</sup>, 2019
  - New Year's Jan 1<sup>st</sup>, 2019
- Open Items:
  - None noted.

#### *End of Meeting*

Next Meeting Date: Wednesday, 12/04/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

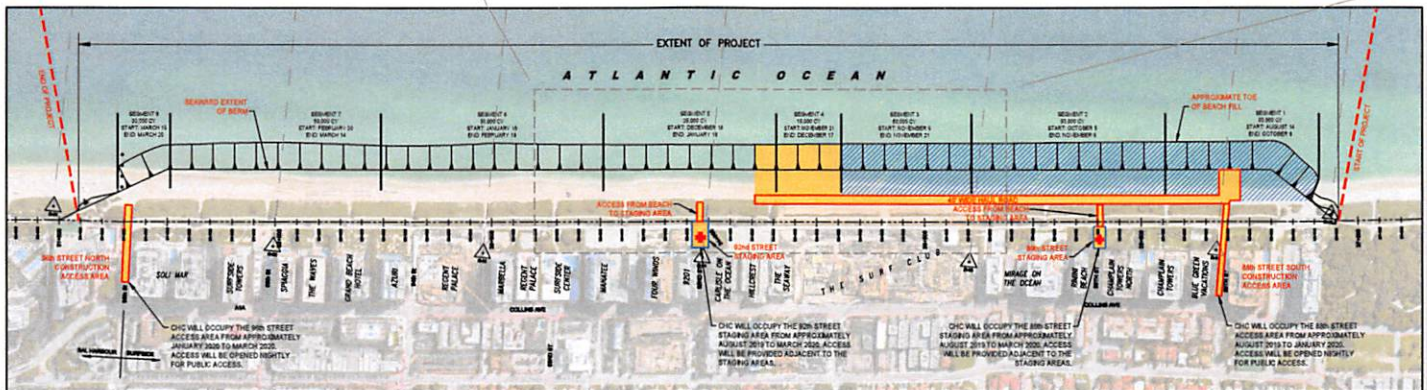
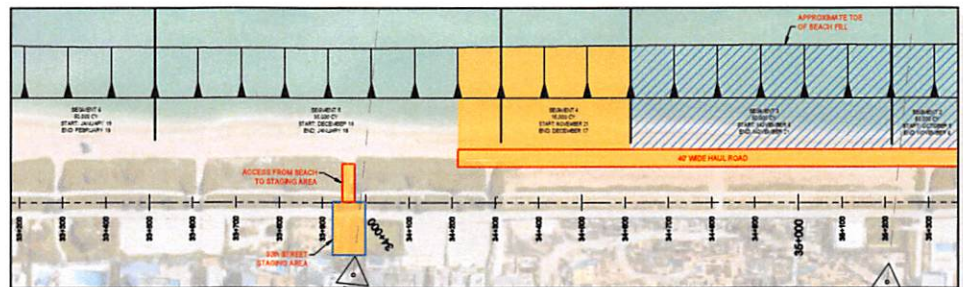
Access Code: 582-596-925








#### **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](mailto:rvillet@chcivil.com)
- Francisco Juelle – Alt. Project Manager/Superintendent; Mobile: 787-238-3243  
Email: [fjuelle@chccaribbean.com](mailto:fjuelle@chccaribbean.com)
- Hector Sevilla- Quality Control Manager; Mobile: 954-756-5865  
Email: [hsevilla@chcivil.com](mailto:hsevilla@chcivil.com)
- Yunesky Hernandez- Project Superintendent; Mobile: 786-218-2560  
Email: [yhernandez@chcivil.com](mailto:yhernandez@chcivil.com)

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



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









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## Contractor Action Items

27 Nov 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
CHC	CHC	Prime Contractor	Ricardo Villet		Missing Data

### 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
CHC	08/19/2019		11/17/2019, 11/24/2019, 12/01/2019	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
11/25/2019, 11/26/2019	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 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-00025	Quarry Sample: 1. a. At 134,434 Tons b. Location Station 35+700 to 35+850 c. 11:43AM	35 30 00		A1410	Surfside	Missing Info
CT-00031	Quarry Sample: 1. a. At 152,354 Tons b. Location Station 35+500 c. 1:29PM d. 10-28-19		Hector Sevilla	A1410	35+500	Missing Info

### 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	48 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	48 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	47 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	29 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	28 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	8 days	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	7 days	Not Started
A1432	Post Construction Survey Segme	CHC	11/28/2019	1 days	Not Started
A1437	Beach Tilling Segment Four	CHC	11/29/2019	2 days	Not Started
A1470	Mobilize - North Access	CHC	11/28/2019	1 days	Not Started

Range:

Page 1 of 2

Sorted by:





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## Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A  
K3001519

27 Nov 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
A1300	Attend Partnering Regroup Meet	CHC	10/10/2019	10/10/2019	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	10/10/2019	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	10/11/2019	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	10/29/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	10/30/2019	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	11/19/2019	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	11/20/2019	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/21/2019	11/27/2019	Not Started
A1432	Post Construction Survey Segme	CHC	11/28/2019	11/28/2019	Not Started
A1437	Beach Tilling Segment Four	CHC	11/29/2019	11/29/2019	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
00000006	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6	DOBBS Equip. Hitachi Excavator Zaxis 470LC-6 HCM IAG60100060809	10/05/2019	0 / 2	
00000008	UNITED RENTAL SWEEPER 34644	UNITED RENTAL SWEEPER 34644 10191178	09/23/2019	0 / 4	
00000011	DOBBS 450K Bull Dozer	DOBBS 450K Bull Dozer 450K	08/20/2019	0 / 10	

Range:

Page 2 of 2

Sorted by:

SUBMITTAL REGISTER (ER 415-1-10)										TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL		DATE: 11/27/2019			
CONTRACTOR: Continental Heavy Civil Corp														CONTRACT NUMBER: W912EP19C0017 NA	
Activity No.	TRANS MTTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES	CONTRACTOR ACTION	GOVERNMENT ACTION	DATE	RETURNED	CORPS		
						FI O, GA, OR S	OFFICE / NAME	BY	BY	BY	BY	BY	BY		
								NEEDED	NEEDED	NEEDED	NEEDED	NEEDED	NEEDED		
								APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL	APPROVAL		
								MATERIAL	MATERIAL	MATERIAL	MATERIAL	MATERIAL	MATERIAL		
								CODE	CODE	CODE	CODE	CODE	CODE		
								DATE	DATE	DATE	DATE	DATE	DATE		
Section 01 32 01 PROJECT SCHEDULE															
A1410	7	7	01 32 01	Periodic Schedule Update November 2019	PRECON SUBMITL	GA	Rego, Christopher	05 Sep 19	05 Oct 19	05 Oct 19	A	18 Nov 19			
Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS															
A1120	16	28	01 35 26	Addendum to APP SSHO Gregg Close	PRECON SUBMITL	GA	Rego, Christopher	18 Apr 19	18 May 19	18 May 19	A	27 Nov 19			
12.1	4	4	01 35 26 1.12.2	Accident Reports No.1 05-Oct 2019	TEST REPORTS	GA						05 Nov 19			
Section 01 45 05 DREDGING/BEACH FILL PLACEMENT															
A1120	7	9	01 45 05	Addendum to GCP SSHO Gregg Close	PRECON SUBMITL	GA	Rego, Christopher	18 Apr 19	18 May 19	18 May 19	A	27 Nov 19			
Section 01 57 25 TURBIDITY AND DISPOSAL MONITORING															
A1350	14	14	01 57 25	Turbidity Monitoring Nov 11-Nov 16 2019	TEST REPORTS	FI O	Rego, Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	26 Nov 19			
Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT															
A1420	11	15	02 22 13 3.5	Vibration Monitoring Report No. 7	TEST REPORTS	FI O	Rego, Christopher	27 Oct 19	06 Nov 19	06 Nov 19	A	26 Nov 19			

Sorted by Section & Item

Main Register  
Page 1 of 1

In Review

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**

**FISCAL YEAR 2018/2019**

**As of OCTOBER 31, 2019**

**8.33% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

December 10, 2019

GOVERNMENTAL FUNDS		ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>				
REVENUE	\$	475,464	\$16,549,272	3%
EXPENDITURES		1,721,475	\$16,549,272	10%
Net Change in Fund Balance		(1,246,011)		
Fund Balance-September 30, 2019 (Unaudited)		12,955,709		
Fund Balance-October 31, 2019 (Reserves)	\$	11,709,698		
<b>TOURIST RESORT FUND - 102</b>				
REVENUE	\$	118,753	\$3,308,050	4%
EXPENDITURES		569,747	\$3,308,050	17%
Net Change in Fund Balance		(450,994)		
Fund Balance-September 30, 2019 (Unaudited)		1,530,080		
Fund Balance-October 31, 2019 (Reserves)	\$	1,079,086		
<b>POLICE FORFEITURE FUND - 105</b>				
REVENUE			\$52,300	0%
EXPENDITURES		16,799	\$52,300	32%
Net Change in Fund Balance	\$	(16,799)		
Fund Balance-September 30, 2019 (Unaudited)		105,206		
Fund Balance-October 31, 2019 (Reserves)	\$	88,407		
<b>TRANSPORTATION SURTAX FUND - 107</b>				
REVENUE	\$	-	\$276,000	0%
EXPENDITURES		0	\$276,000	0%
Net Change in Fund Balance		0		
Fund Balance-September 30, 2019 (Unaudited)		194,780		
Fund Balance-October 31, 2019 (Reserves)	\$	194,780		
<b>BUILDING FUND - 150</b>				
REVENUE	\$	71,831	\$1,517,713	5%
EXPENDITURES		112,134	\$1,517,713	7%
Net Change in Fund Balance		(40,303)		
Fund Balance-September 30, 2019 (Unaudited)		2,429,223		
Fund Balance-October 31, 2019 (Reserves)	\$	2,388,920		
<b>CAPITAL PROJECTS FUND - 301</b>				
REVENUE	\$	-	\$250,000	0%
EXPENDITURES		0	\$250,000	0%
Net Change in Fund Balance		0		
Fund Balance-September 30, 2019 (Unaudited)		3,278,256		
Fund Balance-October 31, 2019 (Reserves)	\$	3,278,256		

**NOTES:**

\* Many revenues for September 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$10,995,709 is unassigned fund balance (reserves).



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

REVENUE	\$ 357,230
EXPENDITURES	62,724
Change in Net Position	294,506
Unrestricted Net Position-September 30, 2019 (Unaudited)	(2,499,311)
Unrestricted Net Position-October 31, 2019 (Reserves)	<u>\$ (2,204,805)</u>

\$4,424,500	8%
\$4,424,500	1%

**MUNICIPAL PARKING FUND - 402**

REVENUE	\$ 133,970
EXPENDITURES	73,039
Change in Net Position	60,931
Unrestricted Net Position-September 30, 2019 (Unaudited)	1,279,750
Unrestricted Net Position-October 31, 2019 (Reserves)	<u>\$ 1,340,681</u>

\$1,324,368	10%
\$1,324,368	6%

**SOLID WASTE FUND - 403**

REVENUE	\$ 126,323
EXPENDITURES	128,191
Change in Net Position	(1,868)
Unrestricted Net Position-September 30, 2019 (Unaudited)	634,409
Unrestricted Net Position-October 31, 2019 (Reserves)	<u>\$ 632,541</u>

\$2,132,673	6%
\$2,132,673	6%

**STORMWATER FUND - 404**

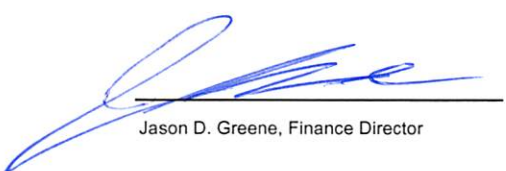
REVENUE	\$ 59,000
EXPENDITURES	60,110
Change in Net Position	(1,110)
Unrestricted Net Position-September 30, 2019 (Unaudited)	3,272,654
Unrestricted Net Position-October 31, 2019 (Reserves)	<u>\$ 3,271,544</u>

\$858,723	7%
\$858,723	7%

**FLEET MANAGEMENT FUND - 501**

REVENUE	\$ 79,571
EXPENDITURES	58,759
Change in Net Position	20,812
Unrestricted Net Position-September 30, 2019 (Unaudited)	584,492
Unrestricted Net Position-October 31, 2019 (Reserves)	<u>\$ 605,304</u>

\$987,346	8%
\$987,346	6%



Jason D. Greene, Finance Director



Guillermo Olmedillo, Town Manager



**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2016 - OCTOBER 2019**

<b>FUND</b>	<b>9/30/2016</b>	<b>9/30/2017</b>	<b>9/30/2018</b>	<b>9/30/2019</b>	<b>10/31/2019</b>	<b>CAGR <sup>(a)</sup></b>
General	\$ 7,368,408	\$ 8,460,802	\$ 10,902,050	\$ 12,955,709	\$ 11,709,698	20.7%
Tourist Resort	363,407	469,880	356,313	1,530,080	1,079,086	61.5%
Police Forfeiture	141,755	164,933	159,527	105,206	88,407	-9.5%
Transportation Surtax	354,264	388,363	263,292	194,780	194,780	-18.1%
Building	-	1,742,910	2,760,673	2,429,223	2,388,920	-6.2%
Capital Projects	1,154,352	576,122	2,158,902	3,278,256	3,278,256	41.6%
Water & Sewer	(2,827,890)	(3,048,579)	(2,546,398)	(2,499,311)	(2,204,805)	-4.0%
Municipal Parking	1,111,941	811,013	943,315	1,279,750	1,340,681	4.8%
Solid Waste	245,941	429,743	601,201	634,409	632,541	37.1%
Stormwater	3,392,370	3,264,379	3,203,878	3,272,654	3,271,544	-1.2%
Fleet Management	-	-	-	584,492	605,304	N/A
<b>Total</b>	<b>\$ 11,304,548</b>	<b>\$ 13,259,566</b>	<b>\$ 18,802,753</b>	<b>\$ 23,765,248</b>	<b>\$ 22,384,412</b>	<b>18.6%</b>

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



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

**TO: Town Commission**

**FROM: Lillian M. Arango, Town Attorney**

**CC: Guillermo Olmedillo, Town Manager**

**DATE: December 3, 2019**

**SUBJECT: Office of the Town Attorney Report for December 10, 2019**

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

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

November 12, 2019 – Regular Commission Meeting

November 13, 2019 – Tourist Board Meeting

November 19, 2019 – Special Master Hearing

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, election and campaign issues, establishing priorities for the Florida Legislative session 2020, 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
- Ordinance Amending Purchasing Code

- Resolution Declaring Climate Crisis
- Resolution Adopting Climate Crisis Report

**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 Report, 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, various procurements and service or provider agreements, election and campaign issues, and legislative priorities for the 2020 Florida Legislative Session.



## Town of Surfside

### TOURIST BOARD MEETING MINUTES

**October 7, 2019 – 5:30 p.m.**  
Town Hall Commission Chambers –  
9293 Harding Ave, 2<sup>nd</sup> Floor, Surfside, FL 33154

#### Opening Items:

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

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

Present: Chair, Barbara Cohen  
Vice Chair, Jeff Lehman  
Board Member, Charles Kesl

Absent Board Member, Neil Goodman  
Board Member Cornelia Samara

Also present: Lindsay Fast, Tourism Director  
Duncan Tavares, Assistant Town Manager  
Haydee Sera, Town Attorney  
Michael Karukin, Town Commission Liaison  
Frantza Duval, Recording Clerk  
Evelyn Herbello, Deputy Town Clerk  
Frank Trigueros, Marketing and Special Projects Coordinator

##### 2. Welcome– Chair Barbara Cohen

Chair Cohen welcomed the new addition to the turtle walk and the library table installed and she gave a synopsis of the art exhibit and thanked Frank Trigueros, Marketing and Special Projects Coordinator for the work he did on this art exhibit.

##### 3. Approval of Meeting Minutes: July 1, 2019

A motion was made by Vice Chair Lehman to approve the July 1, 2019 minutes. The motion received a second from Board Member Kesl. All voted in favor.

##### 4. Resort Tax Revenue Accounts Receivable Report

Tourism Director Fast gave an overview and update on the item.

A motion was made by Vice Chair Lehman to move Item 8 to be heard after Item 6. The motion received a second from Board member Kesl. All voted in favor.

**Discussion Items:**

**5. PR RFP for FY 2019/2020 & Anything But Advertising Agreement Extension until Dec 31, 2019– Lindsay Fast, Tourism Director**

Tourism Director Fast gave an update regarding the concerns of hotels on the beach renourishment project and other events taking place. She also answered different questions asked by the Board.

The Tourist Board Attorney Sera gave an explanation to the Board of the RFP process. She also spoke regarding obtaining consent forms for the use of the user generated content/photos.

Assistant Town Manager Tavares also explained to the Board the RFP Process and being presented to the Board in January and then to the Town Commission.

Vice Chair Lehman asked why this item is being brought to the Board so late.

Tourism Director Fast explained that the Tourist Board has not met in several months and that is why the item is being heard now.

Board Member Kesl stated his concerns with the list of projects.

Assistant Town Manager Tavares answered Board Member Kesl's concerns regarding the project list and advised the Board that those issues have been addressed and clarified that there is a plan in place.

Tourism Director Fast stated that there will be a need for a Board liaison for the RFP Evaluating Committee.

Chair Cohen stated that she would be the Board's representative.

A motion was made by Vice Chair Lehman to approve an extension of Anything But Advertising Agreement until January 31, 2020. The motion received a second by Board Member Kesl. All voted in favor.

The Board also suggested that at the end of January the RFP should go before the Commission.

**6. Media Housing Update from Paddletopia – Claire Kunzman, Anything But Advertising.**

Claire Kunzman from Anything But Advertising gave a presentation of the item, the objectives and the deliverables.

Board Member Kesl asked how much the Tourist Board contributes and how business partners are chosen.



Tourism Director Fast answered Board Member Kesl's question and Ms. Kunzman stated that they work with other partners who they have worked with in the past.

Chair Cohen asked about the media feedback and requested information from Ms. Kunzman.

Ms. Kunzman advised the Board that she will forward a report to Tourism Director Fast to pass along to the Board members.

Assistant Town Manager Tavares spoke regarding the event and the comments he heard from the attendees.

Board Member Kesl asked if more downtown businesses could get involved in the event.

Tourism Director Fast stated that there was a good presence at the event from different hotels and downtown businesses. She also advised the Board that she will resend a recap report of the event to them.

Ms. Kunzman stated that for next year's event she will circulate a reminder of the event.

**7. New Uptown Beachtown Video- Jacober Creative**

Daniel Peralta and Luisa Jimenez from Jacober Creative showed the newly produced Something for Everyone video and addressed comments made by the Board members.

Board Member Kesl asked if it will also be on social media.

Tourism Director Fast stated that it will be on social media.

Tourism Director Fast answered questions from the Board regarding the video.

**8. Strategic Plan Appendix 1: Year 1 Update & FY 2019 / 2020 Marketing Plan – Jacober Creative**

Tourism Director Fast introduced representatives from Jacober Creative, Daniel Peralta and Luisa Jimenez who gave a presentation of the item.

Discussion among the Board members, staff and representatives of Jacober Creative took place regarding visitors staying in local hotels and those visitors staying with friends and family as well as other areas of the plan.

Meeting went into recess at 7:10 p.m.  
Meeting resumed at 7:14 p.m.

Tourism Director Fast also gave an overview of the FY 2019/2020 Budget and the marketing plan was presented.

Commissioner Karukin commented on the marketing plan and the current website.

After a lengthy discussion among the Board members and staff regarding the budget and marketing plan, questions were addressed by staff and the following motion was made.

A motion was made by Vice Chair Lehman to approve the Marketing Plan as presented and move forward with the budget. The motion received a second from Board Member Kesl. All voted in favor.

**9. Sponsorship Application – Winter Chamber Music Festival**

Tourism Director Fast introduced the item and gave an overview of the festival and the applicant's request for a \$7,000 sponsorship.

Board Member Kesl asked if this sponsorship could be made available to more individuals. He stated that it would be a good statement for it to be available to everyone instead of the limited 50 seats.

Assistant Town Manager Tavares responded to Board Member Kesl's question and stated that the rehearsal of the event is available to everyone and the residents. He stated that they will work with them to see if they can do more.

A motion was made by Vice Chair Lehman to approve the sponsorship application for \$7,000. The motion received a second from Board Member Kesl. All voted in favor.

**10. Move December Tourist Board Meeting from December 2 to December 9, 2019.**

Assistant Town Manager Tavares requested the Board to change the November and December meetings due to conflicts with his schedule.

The Board agreed by consensus to move the December 2, 2019 Tourist Board Meeting to December 9, 2019.

**11. Next Meeting: Monday, November 4 at 5:30 p.m.**

The Board agreed by consensus to move the November 4, 2019 Tourist Board Meeting to November 13, 2019.

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

There were no public speakers.

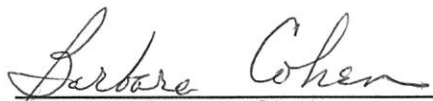
### 13. Adjournment

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

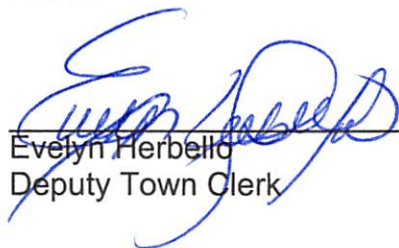
The meeting adjourned at 7:59 p.m.

Respectfully submitted:

Accepted this 13 day of November, 2019

  
Barbara Cohen, Chair

Attest:

  
Evelyn Herbello  
Deputy Town Clerk



## **Town of Surfside**

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

**October 17, 2019 – 6:00 p.m.**

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

#### **Opening Items:**

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

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

The following Members introduced themselves:

Chair Shaun Grenald  
Fred Landsman  
George Kousoulas  
Sandra Oliva

Absent: Vice Chair Elliot Kula  
Marianne Meisheid  
Jessica Bazan

Commissioner Barry Cohen, Commission Liaison

Also, present: Guillermo Olmedillo, Town Manager  
Duncan Tavares, Assistant Town Manager  
Frank Trigueros, Marketing & Special Projects Coordinator  
Frantza Duval, Recording Clerk

##### **2. Approval of Minutes: September 12, 2019**

A motion was made by Committee Member Landsman to approve the September 12, 2019 Committee Meeting Minutes. The motion received a second from Committee Member Kousoulas. All voted in favor.



### **3. Homestead Main Street**

Assistant Town Manager Tavares introduced the item and advised that Yvonne Knowles, Director of the Homestead Main Street Program would not be able to participate today but is looking forward to appearing before the Committee at a later meeting. She will either attend in person or via Go To Meeting in order to talk about Homestead Main Street.

Committee Chair Grenald stated to then have the item come back at another meeting where Ms. Knowles would be available.

### **4. Alleys**

A motion was made by Committee Member Kousoulas to have this item heard after Item 5. The motion received a second from Committee Member Landsman. All voted in favor.

Town Manager Olmedillo presented the item and how they would like to improve the alleys. He stated that one of the obstacles that needed to be addressed is the zoning and building violations. He stated that he had a workshop with the Town Commission and brought to their attention all the violations. The Town Commission stated that the priority is to rectify those violations that are life safety issues first.

Town Manager Olmedillo spoke regarding the alleys including the one at 96<sup>th</sup> to 94<sup>th</sup> Street East of Harding Avenue. He stated that there a lot of buildings served through that alley. They have a development order with the Shul that commits them to underground all the services for the entire alley. He stated that they will probably request a TCO or CO for the next school year.

Assistant Town Manager Tavares stated that the alley is also used as an egress as well.

Town Manager Olmedillo spoke regarding the traffic and how it will be directed.

Committee member Landsman commented on having space for businesses, pedestrians, and that was made apparent to the Commission.

Town Manager Olmedillo stated this will improve the alley and make it usable to the businesses. Alley mechanics need to be sorted out including the Shul's development order on undergrounding services.

Chair Grenald asked if the Committee could draft an ordinance stating that building changes and alterations should result in the undergrounding of all services.

Town Manager Olmedillo explained FPL undergrounding to the Committee members, associated costs and who is ultimately responsible for working with FPL to deliver those services.

Town Manager Olmedillo explained how the alleys are platted and the locations of the different alleys entailed while also addressing related questions by the Committee members.

Further discussion took place among staff and the Committee members regarding the legalities, ownership, locations, changes and issues that are currently occurring including trash issues, keeping it aesthetically clean and the mechanism on how the Town can own those alleys.

## **5. Downtown Sidewalks**

Assistant Town Manager Tavares provided an overview of the item and stated that he was hoping to have some texture available but does not have it at this time. He stated that their thought was a pattern could be busy and subjective but a recommendation from DVAC with a color would help the Commission in making a decision.

Assistant Town Manager Tavares stated that this will provide more texture, look less obvious when there is a stain. He stated that there is a specific type of paint for sidewalks.

George Kousoulas spoke regarding what Miami Beach currently uses and compared it with other states. He recommends to not use asphalt material.

Assistant Town Manager Tavares stated that the material would be similar to what one would get in Home Depot. He will go to Sunny Isles to see how their sidewalks are and send the Committee members the information before the next meeting.

Committee Member Landsman asked if the Tourist Board would be having any input.

Assistant Town Manager Tavares stated that Jeff Lehman would be the representative from the Tourist Board.

Further discussion among staff and the Committee members took place regarding the possible colors, patterns, textures of the sidewalks and the impact it would have. They also requested some samples.

After a lengthy discussion by the Committee members they requested samples, options and ideas for the next meeting to then submit to the Town Commission.

Assistant Town Manager Tavares will provide brand guidelines, samples, options and ideas at the next DVAC Meeting.

## **6. Art in Public Places**

Assistant Town Manager Tavares presented the item and discussed the meeting he had with the Town Attorney and stressed that any legal work needed or any cost entailed by this Committee has to go to the Commission since this Committee does not have a budget. He mentioned that legal needs more input about what the committee likes so they can go to the commission with the aspects of the ordinance that DVAC supports.

Chair Grenald asked if what the committee has to do is say what types of art they want.

Assistant Town Manager Tavares stated there are implications to the ordinance and some require committees to determine what art is chosen. Other considerations include the overall aesthetic and goal, and for the committee to be specific with the visual elements they have in mind.

Committee member Landsman recommended a simple façade, not sculptures, for special occasions and holidays. He also suggested having artists do temporary installations.

Town Manager Olmedillo stated the only real canvas for murals are the parking lots behind CVS and the four corners but there is not enough perspective in the alleys when you have a mural.

Assistant Town Manager Tavares suggested bringing temporary art, building facades, and murals to the Commission. He asked what their recommendation would be for vetting the art.

Chair Grenald stated that despite the art being temporary, it should be in place long enough to catch the attention of visitors.

Further discussion took place among the Committee Members and staff regarding the type of art, the length the art should stay up along with the parameters including using sculptures.

Assistant Town Manager Tavares stated that they will review parameters, different types of art to consider and display duration, which should not exceed 364 days.

After a lengthy discussion the Committee members agreed to include sculptures where they find ample space for them, no performing arts, murals, exhibition of photography, projection art on the building, and lighting projected off buildings.

## **7. Low Iron Glass on Planning & Zoning Board Agenda**

Assistant Town Manager Tavares presented the item and stated that Town Planner Sinatra asked for the availability of a member from this Committee to be at the Planning & Zoning Board Meeting to present this item.

A motion was made by Committee Member Landsman to have Committee Member Kousoulas to go before the Planning and Zoning Board at their October 24, 2019 Meeting as the DVAC representative to speak about DVAC's vision of this item. The motion received a second from Committee Chair Grenald. All voted in favor.

## **8. Addressing Downtown Vacancies Update**

Assistant Town Manager Tavares advised there is a vacancy at 9588 Harding Avenue before speaking on the overall vision for the downtown district and its vacant properties, which are often hard to rent out due to poor interior conditions.

He stated that they are looking at a way to bring those vacancies up to a minimum building standard and that is being researched.

Discussion continued among the Committee members and staff regarding how the properties are assessed, rentals, and if there is an assigned cap. Also discussed were vacancies and location of businesses.

Chair Grenald commented on the amount of vacancies currently in downtown and recommended identifying which properties have been vacant longest, and the reason for their extended vacancy.

Committee Member Kousoulas also commented on the vacancy rate.

A motion was made by Committee Member Kousoulas to extend the meeting for 10 minutes until 8:10 p.m. The motion received a second from Committee Member Landsman. All voted in favor.

Assistant Town Manager Tavares stated that there is a commercial broker that proposed an innovative program but there is a cost entailed. He stated that the proposal was very interesting and it ties in with what their idea is and he will bring back at the next meeting with more details.

## **9. Resort Tax Overview / Tourism FY20 Marketing Plan / Strategic Plan**

Assistant Town Manager Tavares presented the Resort Tax overview/ Tourism FY20 Marketing Plan and the Strategic Plan and how the monies are being used.

Committee Member Kousoulas clarified that the 34% of the monies being used is earmarked for by the Tourist Board.



Assistant Town Manager Tavares responded to Committee Member Kousoulas' comment regarding the special events that the Tourist Board holds and what that portion of the Resort Tax is spent on.

Committee Member Kousoulas commented on the specialist boards and how they defer to other boards and committees regarding their priorities.

A motion was made by Committee Member Landsman to extend the meeting for 5 minutes until 8:15 p.m. The motion received a second from Committee Chair Grenald. All voted in favor.

Assistant Town Manager Tavares addressed the comments made by Committee Member Kousoulas and reminded him that the Tourist Board's mission is defined by State Statutes and Ordinance on how and on what they are able to use their monies on.

A motion was made by Committee Member Landsman to extend the meeting for 2 minutes until 8:18 p.m. The motion received a second from Committee Member Kousoulas. All voted in favor.

Committee Member Landsman stated that at the next meeting that would be a great conversation to have with Tourist Board Liaison Lehman.

#### **10. Tax Incentives Discussion**

Defer item to the next DVAC Meeting.

#### **11. Future Meeting Dates**

Assistant Town Manager Tavares stated that the next meeting would be November 21, 2019.

#### **12. Public Comment – (3-minute limit)**


No public comments.

#### **13. Adjournment**

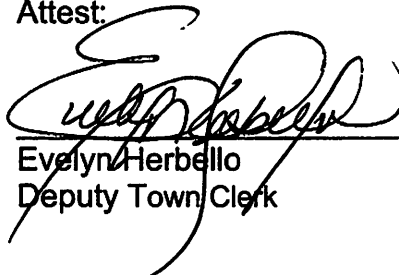
A motion was made by Committee Member Oliva to adjourn the meeting at 8:19 p.m. The motion received a second from Committee Member Landsman and all voted in favor.

Respectfully submitted:

Accepted this 21 day of November, 2019

  
Shaun Grenald, Chair

Attest:

  
Evelyn Herbello  
Deputy Town Clerk



## **Town of Surfside**

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

#### **MINUTES**

**October 28, 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:  
Committee Member

Chair Retta Logan  
Zoya P. Javier  
Louisa Agresti  
Shlomo Danzinger  
Vice Chair Eliana Salzhauer

Also, present:

Tim Milian, Parks and Recreation Director  
Commissioner Tina Paul  
Evelyn Herbello, Deputy Town Clerk  
Frantza Duval, Recording Secretary

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

Vice Chair Salzhauer requested the following two (2) walk on items.

**New Item Number \*6 - Pool Closing Protocol**  
**New Item Number \*7 - Swim Team.**

Vice Chair Salzhauer made a motion to approve adding the two walk items, new item number \*6 and \*7. The motion received a second by Committee Member Agresti. All voted in favor.

#### **3. Approval of Minutes: September 16, 2019**

Committee Member Javier made a motion to approve the September 16, 2019 minutes. The motion was seconded by Committee Member Agresti. All voted in favor.

**4. Review of Past Committee Priorities for Reconstruction of Facility at 96<sup>th</sup> Street - Tim Milian, Parks and Recreation Director**

Parks and Recreation Director Milian gave an update on the review of past Committee priorities for the reconstruction of the facility located at 96<sup>th</sup> Street. He went over the budget as stated and explained to the Committee at their last meeting. He also stated that at a previous Commission Meeting, Commissioner Karukin suggested having a library.

Commissioner Paul mentioned that she stated to Commissioner Karukin of possibly doing a little library similar to a free library.

Parks and Recreation Director Milian advised Commissioner Paul that they are already doing a free library. He also mentioned that there are several libraries available very close to the Town in neighboring municipalities.

Vice Chair Salzhauer stated that she had a conversation with Commissioner Karukin advising him that there are several libraries around the Town and that the Town does not need or want a full-size library. She stated there is no space to build a library. She suggested of doing some type of community outreach advising the residents of the libraries that are available to them nearby.

Parks and Recreation Director Milian stated that the Town pays for library cards that can be used in those libraries.

Parks and Recreation Director Milian advised the Committee that he needs direction from them on the list of priorities. He read into the record the original list of priorities that the Committee suggested. Those being the following: green space/athletic fields, age specific playgrounds, recreational dimensional size basketball court, field lighting and landscaping.

Committee Member Agresti asked if once they close for construction if the residents are able to use the facilities in neighboring municipalities like Bay Harbor Park.

Chair Logan stated that yes, Bay Harbor Park is available for the residents in Town to use.

A motion was made by Vice Chair Salzhauer to move forward with the original priority list recommendations from the Committee for the 96<sup>th</sup> Street Reconstruction of the Facility. The motion received a second from Committee Member Javier. All voted in favor.



**5. Community Center Pet Policy and Enforcement - Tim Milian, Parks and Recreation Director**

Parks and Recreation Director Milian spoke regarding the enforcement of the pet policy in the Community Center and he handed out the policy to the Committee members. He explained the incident that occurred and how staff addressed it. He also explained to the Committee the difference between a service pet and emotional support pet.

Commissioner Paul asked if there was a way of those animals being registered to make sure they are up to date with their shots.

Parks Director Milian stated that the Town legally could not do that nor could they ask for the paperwork proving the animal is a service pet. He stated that all they can ask for is what type of service the pet provides.

Chair Logan suggested if something could be done to identify that the animal is a service pet.

Further discussion continued among the Committee members and Parks and Recreation Director Milian on possible ways of identifying the service pet.

Parks and Recreation Director Milian stated that he would check with the Town Attorney on what could be done to identify the service animal and if it was legal to do so.

**\*6. Pool Closing Protocol – Add on item by Vice Chair Salzhauer**

Vice Chair Salzhauer commented on the locker rooms being closed and lights shut off at the same time the pool closes. She suggested to have the locker rooms open and functional for an additional 15 minutes after the pool closes in order for the individuals using the facilities to be able to finish changing.

Parks and Recreation Director Milian answered Vice Chair Salzhauer's comments regarding the time the locker rooms close. He stated that he met with his staff regarding this issue and the procedures for closing. He will communicate with staff the Vice Chair's concerns. He will also advise Elizabeth, from his staff, to add the closing of the locker rooms to be the last item on her check list which, will give time for those inside to exit.

Chair Logan requested an update on this item to come back at the next meeting.

**\*7. Swim Team - Add on item by Vice Chair Salzhauer**

Vice Chair Salzhauer requested an update on the hiring of a new swim coach and suggested to hire someone with experience who is qualified to teach proper techniques and advance techniques.

Parks and Recreation Director Milian answered Vice Chair Salzhauer's question regarding the swim team and the swim coach. He explained the hiring process and stated that it will take some time. He mentioned that they are looking at possibly starting the new swim team in February.

Vice Chair Salzhauer suggested having different lanes depending on the level of abilities of the swimmers and also mentioned that the swim classes do not have to be held daily.

Parks and Recreation Director Milian went over the calendar of events and explained the reasoning why he is looking at starting the new swim classes after the new year.

Parks and Recreation Director Milian stated that he will look on how to proceed and is waiting on receiving the feedback from a survey he sent out to the parents. He stated that he will advise the Committee at the next meeting of the outcome of the survey.

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


No public comments.

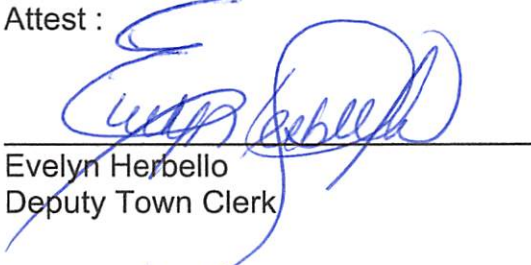
**9. Adjournment**

Committee Member Danzinger made a motion to adjourn the meeting at 7:49 p.m. The motion received a second from Committee Member Agresti. All voted in favor.

Respectfully submitted:

Accepted this 18 day of November, 2019

  
Retta Logan, Chair

Attest :   
Evelyn Herbello  
Deputy 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 / **December 10, 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 94<sup>th</sup> Street Parking Lot and the 95<sup>th</sup> 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 94<sup>th</sup> Street Lot, and \$8,100.00 for the 95<sup>th</sup> Street Lot. The renewal rental/lease fee is: \$22,569.00 per year for the 94<sup>th</sup> Street Lot, and \$10,150.00 for the 95<sup>th</sup> 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 94<sup>TH</sup> STREET MUNICIPAL PARKING LOT, AND  
PARKING SPACES AT THE 95<sup>TH</sup> 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 94<sup>th</sup> 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 94<sup>th</sup> 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 95<sup>th</sup> 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 95<sup>th</sup> 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 94<sup>th</sup> Street Lot attached as Exhibit “A” and the Lease Amendment 95<sup>th</sup> 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 94<sup>th</sup> Street Lot and the Lease Amendment 95<sup>th</sup> 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 94<sup>th</sup> Street Lot and the Lease Amendment 95<sup>th</sup> 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 94<sup>th</sup> Street Lot and the Lease Amendment 95<sup>th</sup> 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 94<sup>th</sup> Street Lot and the Lease Amendment 95<sup>th</sup> Street Lot.

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

**PASSED AND ADOPTED** on this 12<sup>th</sup> 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:**

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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

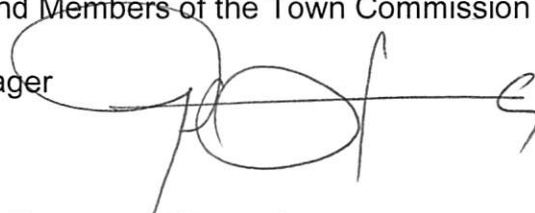
Address of Contracting Officer



# MEMORANDUM

**ITEM NO.** 3F

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 10, 2019

**Subject:** Youth Sports Program Coaches (Soccer and Tennis)

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The Town of Surfside's Parks and Recreation Department has previously arranged each year for the professional coaching and instruction for Youth Sports Program participants with contractual sports coaching services. Over the past 13 years Cyclone Soccer and GM Sports have provided high quality Soccer Coaching and Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. Cyclone Soccer holds Certifications and License from United States Soccer Federation, United States Amateur Soccer Association. GM Sports holds Certifications from United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Soccer and Tennis programs run annually for 3 seasons, Fall, Winter and Spring. Each Soccer Season runs 4 days a week for 10 weeks and competitive games are played off site on weekends. Tennis runs 6 days a week for 8 weeks per session. The professional coaching and instruction provided by these organizations over the years has contributed to the long-time successful operations of the Youth Sports Programs. Both the Youth Soccer and Tennis Programs are at maximum enrollment capacity during the course of the year.

Youth Soccer and Youth Tennis are budgeted under Parks and Recreation (Other Contractual Service) for the full amount to operate both programs annually. Total Annual cost is Budgeted at \$64,000 that includes both programs. Annual estimated revenue for both programs \$65,000.

The Town of Surfside, Parks and Recreation Department, has utilized both organizations from the start of the Youth Soccer and Youth Tennis. The stability, and professional coaching and instruction has contributed to the efficiency, popularity and overall long-term success of each program. The cost associated with the professional coaching is consistent with other outside organizations.

Staff request a motion to approve agreements with Cyclone Soccer and GM Sports for the Soccer and Tennis Programs.

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AGREEMENTS WITH CYCLONE SOCCER MIAMI, INC. FOR THE TOWN’S YOUTH INSTRUCTIONAL SOCCER AND COMPETITIVE SOCCER PROGRAMS; APPROVING AN AGREEMENT WITH GM SPORTS TENNIS, LLC FOR THE TOWN’S YOUTH TENNIS PROGRAM; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) Parks and Recreation Department has historically contracted with coaches and instructors for the Town’s youth sports program participants; and

**WHEREAS**, Cyclone Soccer Miami, Inc. (“Cyclone”) has agreed to conduct the Town’s youth instructional soccer and competitive soccer programs (the “Soccer Programs”) pursuant to the Contractual Services Agreements attached hereto as Exhibits “A” and “B,” respectively (collectively, the “Soccer Agreements”); and

**WHEREAS**, GM Sports Tennis, LLC (“GM Sports”) has agreed to conduct the Town’s youth tennis program (the “Tennis Program”) pursuant to the Contractual Services Agreement attached hereto as Exhibit “C” (the “Tennis Agreement”); and

**WHEREAS**, Section 3-13(2) of the Town Code of Ordinances (the “Code”) provides that contracts for professional services, except for those contracts of more than \$8,500 for professional services governed by Section 287.055, Florida Statutes (the Consultants’ Competitive Negotiations Act), are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and



**WHEREAS**, the Town Commission finds that the services provided by Cyclone and GM Sports are exempt from competitive bidding pursuant to Section 3-13(2) of the Town Code and wishes to approve the Soccer Agreements with Cyclone and Tennis Agreement with GM Sports in substantially the form attached hereto as Exhibits “A,” “B,” and “C”; 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 hereby approves the Soccer Agreements with Cyclone and the Tennis Agreement with GM Sports in substantially the form attached hereto as Exhibits “A,” “B,” and “C”.

**Section 3.**     **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute the Soccer Agreements with Cyclone and Tennis Agreement with GM Sports, together with such non-substantive changes as may be approved by the Town Manager subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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  
CONTRACTUAL SERVICES AGREEMENT  
FOR YOUTH INSTRUCTIONAL SOCCER PROGRAM**

This Independent Contractor Agreement ("Agreement") is entered into and made effective as of August 1, 2019 between the Town of Surfside, Florida, a Florida municipal corporation (the "Town") and Cyclone Soccer Miami, Inc. ("Contractor"), S.S. # N/A, whose address is: 1001 91<sup>st</sup> Street #607 Bay Harbor, FL 33154.

WITNESSETH:

WHEREAS, the Town desires to obtain specialized services or instruction for the public; and

WHEREAS, the Town Manager is authorized to secure such services from a qualified independent contractor; and

WHEREAS, the Town finds that Contractor possesses the necessary qualifications and ability to provide the services or instruction required by the Town.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, and other good and valuable consideration, the parties hereto do covenant and agree as follows:

**1. Services:**

The Town hereby retains the services of Contractor to provide services as set forth below. The Contractor shall obtain all required memberships and/or certifications for such services and shall be required to provide proof prior to execution of this Agreement. Any employees, agents, subcontractors, or representative of the Contractor who will be asked to provide services to the Town on the Contractor's behalf must provide proof of applicable certification/registration by the appropriate agency or affiliation and is subject to approval by the Town Manager.

Contractor shall perform the following services at the request of the Town Manager or his or her designee; **Fitness**

Such services require the following memberships and/or certifications;

**Fitness Certification**

Contractor and any employees, agents, subcontractors, or representatives of Contractor must meet all requirements as set forth herein including, and not limited to, successful completion of a background check which may include, (if applicable for services to be provided,) criminal background check, drug screening, credit check, reference check, past employment verification and proof of education; and written approval by the Town Manager or his designee prior to beginning work with the Town.

## **2. TERM:**

The Term of this Agreement shall commence upon the **1<sup>st</sup> day of August, 2019** shall continue through **November 15, 2019** unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

## **3. FEE/HOURS OF SERVICE:**

Contractor shall receive no other (than listed below) compensation or benefits from the Town. Contractor shall pay all of its own expenses incurred in performing the contract services except that the Town shall reimburse Contractor for expenses pre-approved in writing by the Town Manager.

Town shall pay an hourly base fee of **\$80.00/Head Coach per class, \$30.00/ First Assistant Coach per class and \$20.00/Second Assistant Coach per class (not to exceed \$8,499.00 in Fiscal Year 2020)** to Contractor for Contractor's services as provided hereinabove. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

## **4. TERMINATION:**

Either party may termination this Agreement without cause upon seven (7) days written notice to the other party.

The following shall constitute default by Contractor and give the Town the right to terminate this Agreement for cause:

- A. Poor attendance, which shall mean two (2) or more unexcused absences; or
- B. Failing to perform the services required under this Agreement or failing to timely begin classes and other services herein.

Upon default by Contractor, the Town may terminate this Agreement immediately by providing written notice of such default. Contractor shall be paid for those services actually performed and approved by the Town Manager, or his designee, up to the time of termination.

## **5. INDEPENDENT CONTRACTOR STATUS:**

It is expressly intended, understood and agreed that Contractor is acting solely as an independent contractor and in no respect an agent, servant, or employee of the Town. Accordingly, Contractor shall not attain or be entitled to any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor's employees shall not be deemed an employee of, the Town. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

Contractor shall be solely responsible for any injuries suffered by Contractor's employees. It is clear that Town will not provide workers' compensation insurance for Contractor or its employees.



Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

#### **6. RECORDS:**

Contractor further agrees that all records, books, documents, papers and financial information ("Records") that result from Contractor providing services to Town under this agreement shall be the property of the Town. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the Town by Contractor within ten (10) days. Contractor shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The Town Manager or his designee shall have access to and the right to examine and audit any Records involving Contractor's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the Contractor, his heirs, successors and assigns.

#### **7. INSURANCE/INDEMNIFICATION:**

Contractor shall carry General Liability insurance of at least \$ 1,000,000 per occurrence. The Town shall be named as an additional insured on any such insurance policy and the policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the Town at least 30 days prior to the effective date of cancellation or reduction in coverage. Contractor shall provide Town with a copy of the policy prior to the commencement of any instructional services by either Contractor or instructors hired by Contractor.

Contractor agrees to indemnify, defend and hold Town and its officers, directors, officials, employees and agents harmless from and against all fines, penalties, costs and expenses (including but not limited to attorneys fees), suits, actions, damages, judgments, claims, demands, liabilities, losses and causes of action which may be asserted against or suffered or incurred by Town arising out of incident to or in connection with the furnishing of the contract services by Contractor or any activities by Contractor under this agreement or otherwise based upon the negligence, intentional tort, omissions of, or the breach of this agreement by Contractor.

The provisions of this section shall survive termination of this Agreement.

#### **8. COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. A facsimile signature on a counterpart shall be acceptable and binding.

**9. ASSIGNMENT:**

The services of Contractor are personal in nature. Accordingly, Contractor shall not assign his/her rights to this Agreement without the prior written consent of the Town Manager. Contractor may assign this Agreement to a corporation wholly owned by the Contractor, or to any entity in which the Contractor is a majority share holder.

**10. BACKGROUND CHECK:**

Contractor agrees that based upon the type of services to be provided, the Agreement is conditioned upon successful completion of a criminal background check, including any or all of the following; drug screening, credit check, reference check, past employment verification, and proof of education.

Contractor shall be responsible for maintaining current background checks on all employees involved in the performance of the Agreement. Background checks must be performed prior to the performance of any work by the employee under this Agreement. Written verification of all background checks must be provided to the Town Manager prior to the performance of any work by the employee under this Agreement. Contractor acknowledges that in the performance of the services contemplated in this Agreement, Contractor's employees may have contact with children. Accordingly, no employees shall be assigned to work for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any instructional services by either Contractor or instructors hired by the Contractor.

**11. PUBLIC RECORDS:**

Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by Contractor to comply with Chapter 119, Florida Statutes. Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of termination or expiration.

During the term of this Agreement and for three (3) years from the date of termination or expiration, Contractor shall allow Town representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines Contractor was paid for services not performed, upon receipt of written demand by the Town, Contractor shall remit such payment to the Town.

**12. NOTICES:**

All notices and communications to the Town or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery or private delivery service. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Town: Town of Surfside, Florida  
9293 Harding Avenue  
Surfside, Florida 33154  
ATTN: Town Manager  
Telephone: (305) 861-4863  
Facsimile: (305) 861-1302

Contractor: Eduardo Gabriel Alves  
Cyclone Soccer Miami, Inc.  
1001 91<sup>st</sup> Street #607  
Bay Harbor, FL 33154

### **13. MISCELLANEOUS:**


This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, successors and assigns. Contractor may not assign its rights or obligations hereunder without the prior written consent to Town. No waiver by the parties of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein. This Agreement shall be deemed to have been mutually drafted by the parties. Therefore, neither this Agreement nor any section hereof or amendment hereto shall be construed against any party due to the fact that the Agreement or any section hereof or amendment hereto may have been primarily drafted by said party. If any provision of this Agreement, or the applications of such provision to any person or circumstance, shall be held invalid the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any litigation be commenced between the parties thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs and a reasonable sum for attorney's fees in such litigation and any appeal thereof or in bankruptcy proceedings. Venue in any litigation shall lie exclusively in Miami-Dade County, Florida. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the  
1<sup>st</sup> day of August, 2019.

**TOWN OF SURFSIDE,**  
**a Florida municipal corporation:**

  
\_\_\_\_\_  
Town Manager

ATTEST:

  
\_\_\_\_\_  
Town Clerk

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

  
\_\_\_\_\_  
Town Attorney

**CONTRACTOR:**

By: 

\_\_\_\_\_  
(Signature)

EDUARDO G. NIVAS

\_\_\_\_\_  
(Print Name)

1001 91<sup>st</sup> Street

\_\_\_\_\_  
(Address)

BAY HARBOR ISLANDS FL 33154

**TOWN OF SURFSIDE  
CONTRACTUAL SERVICES AGREEMENT  
FOR COMPETITIVE SOCCER PROGRAM**

This Independent Contractor Agreement ("Agreement") is entered into and made effective as of August 1, 2019 between the Town of Surfside, Florida, a Florida municipal corporation (the "Town") and Cyclone Soccer Miami, Inc. ("Contractor"), S.S. # N/A, whose address is: 1001 91<sup>st</sup> Street #607 Bay Harbor, FL 33154

WITNESSETH:

WHEREAS, the Town desires to obtain specialized services or instruction for the public; and

WHEREAS, the Town Manager is authorized to secure such services from a qualified independent contractor; and

WHEREAS, the Town finds that Contractor possesses the necessary qualifications and ability to provide the services or instruction required by the Town.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, and other good and valuable consideration, the parties hereto do covenant and agree as follows:

**1. Services:**

The Town hereby retains the services of Contractor to provide services as set forth below. The Contractor shall obtain all required memberships and/or certifications for such services and shall be required to provide proof prior to execution of this Agreement. Any employees, agents, subcontractors, or representative of the Contractor who will be asked to provide services to the Town on the Contractor's behalf must provide proof of applicable certification/registration by the appropriate agency or affiliation and is subject to approval by the Town Manager.

Contractor shall perform the following services at the request of the Town Manager or his or her designee; Fitness

Such services require the following memberships and/or certifications;

**Fitness Certification**

Contractor and any employees, agents, subcontractors, or representatives of Contractor must meet all requirements as set forth herein including, and not limited to, successful completion of a background check which may include, (if applicable for services to be provided,) criminal background check, drug screening, credit check, reference check, past employment verification and proof of education; and written approval by the Town Manager or his designee prior to beginning work with the Town.



## **2. TERM:**

The Term of this Agreement shall commence upon the 1<sup>st</sup> day of August, 2019 shall continue through November 15, 2019 unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

## **3. FEE/HOURS OF SERVICE:**

Contractor shall receive no other (than listed below) compensation or benefits from the Town. Contractor shall pay all of its own expenses incurred in performing the contract services except that the Town shall reimburse Contractor for expenses pre-approved in writing by the Town Manager.

Town shall pay an hourly base fee \$80.00/Head Coach per class, \$30.00/ First Assistant Coach per class and \$20.00/Second Assistant Coach per class (not to exceed \$8,499.00 in Fiscal Year 2020) to Contractor for Contractor's services as provided hereinabove. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

## **4. TERMINATION:**

Either party may termination this Agreement without cause upon seven (7) days written notice to the other party.

The following shall constitute default by Contractor and give the Town the right to terminate this Agreement for cause:

A. Poor attendance, which shall mean two (2) or more unexcused absences; or

B. Failing to perform the services required under this Agreement or failing to timely begin classes and other services herein.

Upon default by Contractor, the Town may terminate this Agreement immediately by providing written notice of such default. Contractor shall be paid for those services actually performed and approved by the Town Manager, or his designee, up to the time of termination.

## **5. INDEPENDENT CONTRACTOR STATUS:**

It is expressly intended, understood and agreed that Contractor is acting solely as an independent contractor and in no respect an agent, servant, or employee of the Town. Accordingly, Contractor shall not attain or be entitled to any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor's employees shall not be deemed an employee of, the Town. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

Contractor shall be solely responsible for any injuries suffered by Contractor's employees. It is clear that Town will not provide workers' compensation insurance for Contractor or its employees.

Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

#### **6. RECORDS:**

Contractor further agrees that all records, books, documents, papers and financial information ("Records") that result from Contractor providing services to Town under this agreement shall be the property of the Town. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the Town by Contractor within ten (10) days. Contractor shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The Town Manager or his designee shall have access to and the right to examine and audit any Records involving Contractor's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the Contractor, his heirs, successors and assigns.

#### **7. INSURANCE/INDEMNIFICATION:**

Contractor shall carry General Liability insurance of at least \$ 1,000,000 per occurrence. The Town shall be named as an additional insured on any such insurance policy and the policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the Town at least 30 days prior to the effective date of cancellation or reduction in coverage. Contractor shall provide Town with a copy of the policy prior to the commencement of any instructional services by either Contractor or instructors hired by Contractor.

Contractor agrees to indemnify, defend and hold Town and its officers, directors, officials, employees and agents harmless from and against all fines, penalties, costs and expenses (including but not limited to attorneys fees), suits, actions, damages, judgments, claims, demands, liabilities, losses and causes of action which may be asserted against or suffered or incurred by Town arising out of incident to or in connection with the furnishing of the contract services by Contractor or any activities by Contractor under this agreement or otherwise based upon the negligence, intentional tort, omissions of, or the breach of this agreement by Contractor.

The provisions of this section shall survive termination of this Agreement.

#### **8. COUNTERPARTS:**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. A facsimile signature on a counterpart shall be acceptable and binding.

**9. ASSIGNMENT:**

The services of Contractor are personal in nature. Accordingly, Contractor shall not assign his/her rights to this Agreement without the prior written consent of the Town Manager. Contractor may assign this Agreement to a corporation wholly owned by the Contractor, or to any entity in which the Contractor is a majority share holder.

**10. BACKGROUND CHECK:**

Contractor agrees that based upon the type of services to be provided, the Agreement is conditioned upon successful completion of a criminal background check, including any or all of the following; drug screening, credit check, reference check, past employment verification, and proof of education.

Contractor shall be responsible for maintaining current background checks on all employees involved in the performance of the Agreement. Background checks must be performed prior to the performance of any work by the employee under this Agreement. Written verification of all background checks must be provided to the Town Manager prior to the performance of any work by the employee under this Agreement. Contractor acknowledges that in the performance of the services contemplated in this Agreement, Contractor's employees may have contact with children. Accordingly, no employees shall be assigned to work for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any instructional services by either Contractor or instructors hired by the Contractor.

**11. PUBLIC RECORDS:**

Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by Contractor to comply with Chapter 119, Florida Statutes. Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of termination or expiration.

During the term of this Agreement and for three (3) years from the date of termination or expiration, Contractor shall allow Town representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines Contractor was paid for services not performed, upon receipt of written demand by the Town, Contractor shall remit such payment to the Town.

**12. NOTICES:**

All notices and communications to the Town or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery or private delivery service. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Town: Town of Surfside, Florida  
9293 Harding Avenue  
Surfside, Florida 33154  
ATTN: Town Manager  
Telephone: (305) 861-4863  
Facsimile: (305) 861-1302

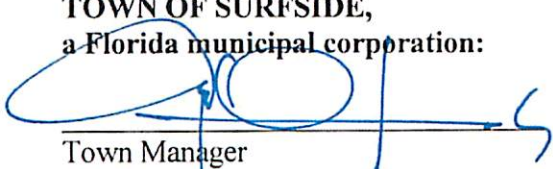
Contractor: Eduardo Gabriel Alves  
Cyclone Soccer Miami, Inc.  
1001 91<sup>st</sup> Street #607  
Bay Harbor, FL 33154

### **13. MISCELLANEOUS:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, successors and assigns. Contractor may not assign its rights or obligations hereunder without the prior written consent to Town. No waiver by the parties of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein. This Agreement shall be deemed to have been mutually drafted by the parties. Therefore, neither this Agreement nor any section hereof or amendment hereto shall be construed against any party due to the fact that the Agreement or any section hereof or amendment hereto may have been primarily drafted by said party. If any provision of this Agreement, or the applications of such provision to any person or circumstance, shall be held invalid the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any litigation be commenced between the parties thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs and a reasonable sum for attorney's fees in such litigation and any appeal thereof or in bankruptcy proceedings. Venue in any litigation shall lie exclusively in Miami-Dade County, Florida. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the  
1<sup>st</sup> day of August, 2019.

**TOWN OF SURFSIDE,  
a Florida municipal corporation:**

  
\_\_\_\_\_  
Town Manager

ATTEST:

  
\_\_\_\_\_  
Town Clerk

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

  
\_\_\_\_\_  
Town Attorney

**CONTRACTOR:**

By: 

(Signature)

EDUARDO G. ALVARES

(Print Name)

1001 91<sup>st</sup> Street Apt 607

(Address)

Box HARBOUR BLVD FL

33154



**TOWN OF SURFSIDE  
CONTRACTUAL SERVICES AGREEMENT  
FOR YOUTH TENNIS PROGRAMS**

This Independent Contractor Agreement ("Agreement") is entered into and made effective as of **September 1, 2019** between the Town of Surfside, Florida, a Florida municipal corporation (the "Town") and **GM Sports Tennis, LLC**, ("Contractor"), S.S. #     N/A    , whose address is: **8900 Collins Avenue Apt.404 Surfside Florida 33154**.

WITNESSETH:

WHEREAS, the Town desires to obtain specialized services or instruction for the public; and

WHEREAS, the Town Manager is authorized to secure such services from a qualified independent contractor; and

WHEREAS, the Town finds that Contractor possesses the necessary qualifications and ability to provide the services or instruction required by the Town.

NOW THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, and other good and valuable consideration, the parties hereto do covenant and agree as follows:

**1. Services:**

The Town hereby retains the services of Contractor to provide services as set forth below. The Contractor shall obtain all required memberships and/or certifications for such services and shall be required to provide proof prior to execution of this Agreement. Any employees, agents, subcontractors, or representative of the Contractor who will be asked to provide services to the Town on the Contractor's behalf must provide proof of applicable certification/registration by the appropriate agency or affiliation and is subject to approval by the Town Manager.

Contractor shall perform the following services at the request of the Town Manager or his or her designee; **Tennis Program**

Such services require the following memberships and/or certifications;

**Current member in the tennis industry (USPTR).**

Contractor and any employees, agents, subcontractors, or representatives of Contractor must meet all requirements as set forth herein including, and not limited to, successful completion of a background check which may include, (if applicable for services to be provided,) criminal background check, drug screening, credit check, reference check, past employment verification and proof of education; and written approval by the Town Manager or his designee prior to beginning work with the Town.

## **2. TERM:**

The Term of this Agreement shall commence upon the 1<sup>st</sup> day of September 2019 shall continue through December 31, 2019 unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

## **3. FEE/HOURS OF SERVICE:**

Contractor shall receive no other (than listed below) compensation or benefits from the Town. Contractor shall pay all of its own expenses incurred in performing the contract services except that the Town shall reimburse Contractor for expenses pre-approved in writing by the Town Manager.

Town shall pay an hourly base fee of \$60.00 per youth class (not to exceed \$8,499.00 in Fiscal Year 2020) to Contractor for Contractor's services as provided hereinabove. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

## **4. TERMINATION:**

Either party may termination this Agreement without cause upon seven (7) days written notice to the other party.

The following shall constitute default by Contractor and give the Town the right to terminate this Agreement for cause:

- A. Poor attendance, which shall mean two (2) or more unexcused absences; or
- B. Failing to perform the services required under this Agreement or failing to timely begin classes and other services herein.

Upon default by Contractor, the Town may terminate this Agreement immediately by providing written notice of such default. Contractor shall be paid for those services actually performed and approved by the Town Manager, or his designee, up to the time of termination.

## **5. INDEPENDENT CONTRACTOR STATUS:**

It is expressly intended, understood and agreed that Contractor is acting solely as an independent contractor and in no respect an agent, servant, or employee of the Town. Accordingly, Contractor shall not attain or be entitled to any rights or benefits of the Town, nor any rights generally afforded classified or unclassified employees. Contractor's employees shall not be deemed an employee of, the Town. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

Contractor shall be solely responsible for any injuries suffered by Contractor's employees. It is clear that Town will not provide workers' compensation insurance for Contractor or its employees.

agent of Contractor shall be deemed to be an employee or agent of Town. Contractor shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the Town. Should any question arise as to the interpretation or as to the nature of the services to be provided by Contractor the opinion of the Contractor shall establish for all purposes the nature of the work. Contractor shall have no power to obligate Town in any manner whatsoever. Town shall not be liable for any acts of the Contractor in the performance of this Agreement.

#### **6. RECORDS:**

Contractor further agrees that all records, books, documents, papers and financial information ("Records") that result from Contractor providing services to Town under this agreement shall be the property of the Town. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the Town by Contractor within ten (10) days. Contractor shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The Town Manager or his designee shall have access to and the right to examine and audit any Records involving Contractor's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the Contractor, his heirs, successors and assigns.

#### **7. INSURANCE/INDEMNIFICATION:**

Contractor shall carry General Liability insurance of at least **\$1,000,000 per occurrence**. The Town shall be named as an additional insured on any such insurance policy and the policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the Town at least 30 days prior to the effective date of cancellation or reduction in coverage. Contractor shall provide Town with a copy of the policy prior to the commencement of any instructional services by either Contractor or instructors hired by Contractor.

Contractor agrees to indemnify, defend and hold Town and its officers, directors, officials, employees and agents harmless from and against all fines, penalties, costs and expenses (including but not limited to attorney's fees), suits, actions, damages, judgments, claims, demands, liabilities, losses and causes of action which may be asserted against or suffered or incurred by Town arising out of incident to or in connection with the furnishing of the contract services by Contractor or any activities by Contractor under this agreement or otherwise based upon the negligence, intentional tort, omissions of, or the breach of this agreement by Contractor.

The provisions of this section shall survive termination of this Agreement.

#### **8. COUNTERPARTS:**

This Agreement may be executed in town or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. A facsimile signature on a counterpart shall be acceptable and binding.

**9. ASSIGNMENT:**

The services of Contractor are personal in nature. Accordingly, Contractor shall not assign his/her rights to this Agreement without the prior written consent of the Town Manager. Contractor may assign this Agreement to a corporation wholly owned by the Contractor, or to any entity in which the Contractor is a majority shareholder.

**10. BACKGROUND CHECK:**

Contractor agrees that based upon the type of services to be provided, the Agreement is conditioned upon successful completion of a criminal background check, including any or all of the following; drug screening, credit check, reference check, past employment verification, and proof of education.

Contractor shall be responsible for maintaining current background checks on all employees involved in the performance of the Agreement. Background checks must be performed prior to the performance of any work by the employee under this Agreement. Written verification of all background checks must be provided to the Town Manager prior to the performance of any work by the employee under this Agreement. Contractor acknowledges that in the performance of the services contemplated in this Agreement, Contractor's employees may have contact with children. Accordingly, no employees shall be assigned to work for the Town under this Agreement whose background check reveals behavior which would prohibit such contact. Documentation of required certification and insurance must be provided to the Town prior to commencement of any instructional services by either Contractor or instructors hired by the Contractor.

**11. PUBLIC RECORDS:**

Contractor shall comply with the applicable provisions of Chapter 119, Florida Statutes. The Town shall have the right to immediately terminate this Agreement for the refusal by Contractor to comply with Chapter 119, Florida Statutes. Contractor shall retain all records associated with this Agreement for a period of three (3) years from the date of termination or expiration.

During the term of this Agreement and for three (3) years from the date of termination or expiration, Contractor shall allow Town representatives access during reasonable business hours to Contractor's records related to this Agreement for the purposes of inspection or audit of such records. If upon audit of such records, the Town determines Contractor was paid for services not performed, upon receipt of written demand by the Town, Contractor shall remit such payment to the Town.

**12. NOTICES:**

All notices and communications to the Town or Contractor shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery or private delivery service. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

Town: Town of Surfside, Florida  
9293 Harding Avenue  
Surfside, Florida 33154  
ATTN: Town Manager  
Telephone: (305) 861-4863  
Facsimile: (305) 861-1302

Contractor: GM Sports Tennis, LLC  
8900 Collins Avenue, Apt. 404  
Surfside, Florida 33154

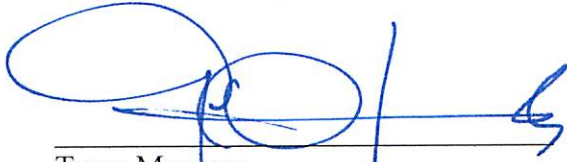
### **13. MISCELLANEOUS:**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of, and be enforceable by, the parties and their respective legal representatives, successors and assigns. Contractor may not assign its rights or obligations hereunder without the prior written consent to Town. No waiver by the parties of any default or breach of any term, condition, or covenant of this Agreement shall be deemed to be a waiver of any other breach of the same or any other term, condition or covenant contained herein. This Agreement shall be deemed to have been mutually drafted by the parties. Therefore, neither this Agreement nor any section hereof or amendment hereto shall be construed against any party due to the fact that the Agreement or any section hereof or amendment hereto may have been primarily drafted by said party. If any provision of this Agreement, or the applications of such provision to any person or circumstance, shall be held invalid the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. Should any litigation be commenced between the parties thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs and a reasonable sum for attorney's fees in such litigation and any appeal thereof or in bankruptcy proceedings. Venue in any litigation shall lie exclusively in Miami-Dade County, Florida. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THIS AGREEMENT.



IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the 1<sup>st</sup>  
day of September, 2019.

**TOWN OF SURFSIDE,**  
**a Florida municipal corporation:**

  
\_\_\_\_\_  
Town Manager

ATTEST:

  
\_\_\_\_\_  
Town Clerk

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

  
\_\_\_\_\_  
Town Attorney

**CONTRACTOR:**

**GM Sports Tennis, LLC**  
**Pablo Montesi or Cristian Garcia**

By:   
\_\_\_\_\_  
(Signature)

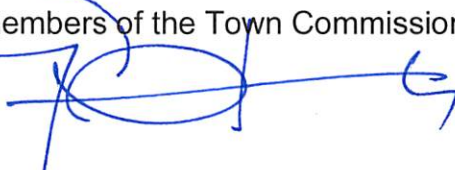
Pablo Montesi  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Address)



## MEMORANDUM

ITEM NO. 3G

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** December 10, 2019  
**Subject:** FY 2020 Budget Amendment Resolution No. 3

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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 is as follows:

### **CAPITAL PROJECTS FUND (Attachment A)**

The Capital Projects Fund is being amended to re-appropriate fund balance carryovers from capital improvement projects funded in prior years in the amount of \$1,612,013.

Reviewed by: LA

Prepared by AM/JDG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET  
AMENDMENT NO. 3 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 Capital Projects Fund, to comply with Florida Statutes, and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2020 budget by amending the Capital Projects Fund as set forth in Attachment “A” attached hereto; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

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

**Section 1.**     **Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approving Amended Budget.** That the Town Commission approves the Fiscal Year 2020 budget amendments provided for in Attachment “A” attached hereto.

**Section 3.**     **Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish the budget amendment and the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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

**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year        2020  
BA No.                3  
Fund Nos.        301 Capital Projects Fund

12/10/2019

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
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**CAPITAL PROJECTS FUND**

**REVENUES**

301-590-392-00-00	Reappropriated Fund Balance	Reappropriate fund balances - carryover for capital projects funded in prior years	\$ -	\$ 1,612,013	\$ -	\$ 1,612,013
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$ 1,612,013</b>	<b>\$ -</b>	

**EXPENDITURES**

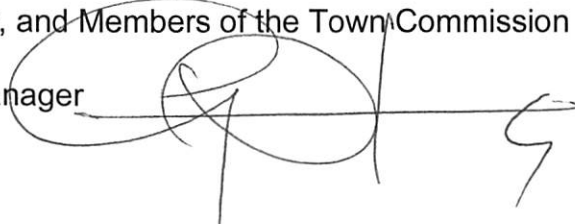
301-4400-539-62-10	Building/Community Center	Reappropriate fund balance - carryover Turnkey Solar Power System at Community Center	\$ 200,000	\$ 89,250		\$ 289,250
301-4400-539-63-10	Improvements Other Than Buildings	Reappropriate fund balance -carryover Town Hall Public Safety parking lot fence	\$ -	\$ 70,223		\$ 70,223
301-4400-539-64-10	Machinery & Equipment	Reappropriate fund balance - carryover Town Hall generator	\$ -	\$ 57,540		\$ 57,540
301-4400-541-63-81	Infrastructure - Harding Ave Street Lighting	Reappropriate fund balance - carryover Downtown Harding Ave. street lighting	\$ -	\$ 620,000		\$ 620,000
301-4400-572-63-80	Infrastructure/96th Street Park Renovation	Reappropriate fund balance - carryover 96th Street Park renovation	\$ -	\$ 775,000		\$ 775,000
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$ 1,612,013</b>	<b>\$ -</b>	





## MEMORANDUM

ITEM NO. 3H

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager   
**Date:** December 10, 2019  
**Subject:** Office Depot Contract

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The Town currently utilizes Office Depot, Inc. along with other smaller vendors to provide office supplies, products, and related print and copy services.

The Town of Surfside wishes to enter into a contract with Office Depot, Inc. based on competitive procurement and award by the City of Tamarac, FL via a piggy-back as allowed per Town Code Chapter 3 (Purchasing) Section 3-13 (3).

The contract was awarded by City of Tamarac, FL pursuant to RFP 19-12R. The contract term runs October 14, 2019 through October 13, 2023 with the option to renew for one (1) additional four (4) year period available providing all terms, conditions and specifications remain the same.

This will allow the Town to formalize an agreement between the Town and Office Depot, Inc.

The Administration recommends approval agreement between the Town of Surfside and Office Depot Inc., based on the terms and conditions of the City of Tamarac, FL RFP 19-12R and execution of the resulting contractual agreement.

Reviewed by: LA

Prepared by: JDG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH OFFICE DEPOT, INC. FOR OFFICE SUPPLIES, PRODUCTS, AND RELATED SERVICES; FINDING THAT THE PURCHASES 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”) has the need to purchase office supplies, products and related services (“Office Supplies”) to support and facilitate the provision of the Town’s day-to-day operations; and

**WHEREAS**, the City of Tamarac, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative and for the Omnia Partners, LLC consortium, issued RFP No. 19-12R to obtain pricing and service capability information for vendors in the office supply marketplace (the “RFP”) and competitively awarded a contract to Office Depot, Inc. (the “Contractor”) pursuant to the RFP (the “Master Agreement”); and

**WHEREAS**, the Master Agreement is available for use by other public agencies and the Contractor has extended the terms and conditions of the Master Agreement 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 Office Supplies in substantially the form attached hereto as Exhibit “A,” including or adopting the terms and conditions of the Master Agreement, 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 Office Supplies by utilizing the Master Agreement 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 Office Supplies, 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 10<sup>th</sup> day of December, 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

**AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
OFFICE DEPOT, INC.**

**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 OFFICE DEPOT, INC., a Delaware corporation (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 office supplies, products and related services (the “Services”); and

**WHEREAS**, the City of Tamarac issued RFP No. 2019-12R on March 5, 2019 for office supplies, products and related services (the “RFP”) and competitively awarded a contract to Contractor pursuant to the RFP, which contract is attached hereto as Exhibit “A” (the “Tamarac Contract”); and

**WHEREAS**, the Parties wish to incorporate the terms and conditions of the Tamarac 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 Tamarac 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 Tamarac 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 Tamarac 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 Tamarac Contract unless otherwise provided in this Agreement. All references to Tamarac, FL shall be replaced with the Town of Surfside, FL, where applicable.



4. **Section 4 of Tamarac Contract.** Section 4 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

4. **Contract Term and Renewal**

This Agreement shall be effective on \_\_\_\_\_, 2019 for a period of four (4) until \_\_\_\_\_, 2023, unless earlier terminated in accordance with this Agreement. Town and Contractor reserve the right to exercise one (1) additional four (4) year renewal of this Agreement, upon the written agreement by both Contractor and Town, subject to satisfactory performance by Contractor. In the event that an agreement is not in place as of the termination date of this Agreement, the Agreement shall remain in effect on a month-to-month basis until terminated, but not for longer than six (6) months following the termination date. The Town Manager shall have the right and authority to exercise all renewals of this Agreement on behalf of the Town.

5. **Section 22 of Tamarac Contract.** Section 22 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

22. **Public Records Custodian.**

**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](mailto:snovoa@townofsurfsidefl.gov)

6. **Section 11 of Tamarac Contract.** Section 11 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

11. **Notices/Authorized Representatives.** Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, Express Mail, air or ground courier services, or by messenger service as follows:

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:

Office Depot, Inc.  
6600 North Military Trail  
Boca Raton, FL 33496-2434  
Attn: Thomas Riccio, Senior Vice President  
[Thomas.Riccio@officedepot.com](mailto:Thomas.Riccio@officedepot.com)

7. **Section 24 of Tamarac Contract.** Section 24 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

22. **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.

8. **Section 17 of Tamarac Contract.** Section 17 (Venue) of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

17. **Governing Law; Venue; Waiver of Jury Trial; Attorney's Fees.** 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.** 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.

9. **Section 12.1 of Tamarac Contract.** Section 12.1 of the Tamarac Contract is hereby deleted in its entirety and replaced as follows:

12.1 **Termination for Convenience.** This Agreement may be terminated by the Town or Contractor for convenience, upon a minimum of sixty (60) days written notice by either party to the other party, in which event the Contractor shall be paid for all Services performed to the termination date.

**10. Section 23 (Special Provisions for Public Schools) of the Tamarac Contract is deleted from the Agreement and replaced with the following new section.**

23. **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:**

**CONTRACTOR:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Entity: OFFICE DEPOT, INC., A Delaware Corporation

**EXHIBIT “A”**

**Agreement between the City of Tamarac and Office Depot, Inc. (including all exhibits to same)**





OFFICE SUPPLIES, PRODUCTS AND RELATED SERVICES  
Executive Summary

**Lead Agency:** City of Tamarac, FL

**Solicitation:** 19-12R

**RFP Issued:** March 3, 2019

**Pre-Proposal Date:** March 19, 2019

**Response Due Date:** May 9, 2019

**Proposals Received:** #2

**Awarded to:** Office Depot, Inc.

The City of Tamarac Department of Procurement issued RFP 19-12R on March 3, 2019 to establish a national cooperative contract for Office Supplies, Products and Related Services.

The solicitation included cooperative purchasing language in Section I – Introduction and A. National Contract:

**I. INTRODUCTION**

*The City is soliciting proposals as the lead agency on behalf of the City of Tamarac, participating agencies of the Southeast Florida Governmental Purchasing Cooperative and OMNIA Partners, to obtain the services of a qualified firm to provide and deliver office supplies on a just-in-time basis.*

**A. NATIONAL CONTRACT**

*City of Tamarac, Florida, as the Principal Procurement Agency, defined in Attachment B, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tamarac is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Attachment B contains additional information about OMNIA Partners and the cooperative purchasing agreement.*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tamarac (Bids & Tenders)
- OMNIA Partners, Public Sector website
- Sun Sentinel, FL
- USA Today, nationwide
- Arizona Business Gazette, AZ

- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On May 9, 2019 proposals were received from the following offerors:

- Office Depot, Inc.
- The Office Cart, LLC

The proposals were evaluated by evaluation committee member agencies of the Southeast Florida Governmental Purchasing Cooperative. Using the evaluation criteria established in the RFP, the committee evaluated and ranked proposals based on the most advantageous with “1” being the highest ranking.

The City of Tamarac executed the agreement with a contract effective date of October 14, 2019.

Term:

Initial agreement from October 14, 2019 through October 13, 2023 with the option to renew for one (1) additional four (4) year periods through October 13, 2027.

Contract includes:

- Customizable Core List capabilities
- Print and Copy Services
- Furniture, Technology, Workspace Facilities

Pricing/Discount:

- Category Discounts
- Desk Top Delivery options

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contracts/supplier-contracts/office-depot>



## MEMORANDUM

ITEM NO. 3I

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** December 10, 2019  
**Subject:** Treasury Management Master Agreement

---

The Town currently utilizes SunTrust to provide various banking services including treasury management, depository services, check, ACH, and wire payments, and payroll services. The Town began its banking services relationship on November 1, 1958.

The Town of Surfside, Finance Department, wishes to enter into a new contract with SunTrust Bank based on competitive procurement and award by Polk State College (FL). The contract was awarded by Polk State College pursuant to RFP 2018-01. The contract term runs June 1, 2018 through June 1, 2023 with one 5-year extension available providing all terms, conditions and specifications remain the same.

This will allow the Town to formalize a new banking services agreement between the Town and SunTrust while reducing fees by over 60%.

The Administration recommends approval agreement between the Town of Surfside and SunTrust Bank, based on the terms, conditions and prices of the Polk State College RFP 2018-01 and execution of the resulting Treasury Management Master Services Agreement.

Reviewed by: LA

Prepared by: JDG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PROPOSAL OF SUNTRUST BANK AND TREASURY MANAGEMENT TERMS AND CONDITIONS FOR BANKING SERVICES; FINDING THAT THE ACQUISITION OF BANKING SERVICES IS 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”) currently utilizes SunTrust Bank (“SunTrust”) to provide various banking services, including treasury management, depository services, check, ACH, wire payments, and payroll services, which banking relationship commenced on November 1, 1958; and

**WHEREAS**, Polk County College, a Florida public college, issued RFP No. 2018-01 to obtain terms and pricing for banking services (“RFP”) and competitively awarded a contract to SunTrust pursuant to the RFP; and

**WHEREAS**, the Polk County agreement is available for use by other public agencies and SunTrust has extended the terms and conditions of the agreement to the Town, allowing allow the Town to formalize a new banking services agreement while reducing fees by over 60%; 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 the Proposal from SunTrust (monthly costs) attached hereto as Exhibit “A” and the Treasury Management Terms and Conditions with SunTrust for banking services, in substantially the form attached hereto as Exhibit “B” (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 Proposal from SunTrust attached hereto as Exhibit “A”, and the Agreement, in substantially the form attached hereto as Exhibit “B.”

**Section 3. Exemption from Competitive Bidding.** That the Town Commission finds that the acquisition of banking services 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 “B,” 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 banking services, and the purposes of this Resolution.

**Section 5. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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



**SunTrust Pro Forma**  
**Account Analysis Statement**  
**TOW OF S RFSID G (C) September,**

<b>Balances</b>	
Average Positive Ledger Balance	\$7,669,507.89
Average Ledger Balance	\$7,669,507.89
Less: Average Float	\$30,868.7
Average Collected Balance	\$7,638,639.2
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$7,638,639.2
Less: . Related Reserves	\$0.00
<b>Average Available Balance</b>	<b>, 3 , 3 .</b>
<b>Net Analysis Position</b>	
Value Of Applicable Available Balance	\$6,278.33
Earnings Credit Rate	1.00
Less: Balance Based Charges	\$2,059.65
<b>Net Analysis Position</b>	<b>, .</b>
Interest on Excess Balances at 1.00	\$ ,218.68
Excess Balances Available to Earn Interest	\$5,132,725.05
<b>Interest to be Posted To Account</b>	<b>, .</b>

Services Provided For This Period		Volume	Unit Price	Service Charges
<b>Demand Deposit Services</b>				
3021	Account Maintenance - Monthly		30.0000	\$120.00
3220	Deposits Credited	17	1.0000	\$17.00
3268	Electronic Credits Posted	921	0.2500	\$230.25
3651	Items Deposited	635	0.1500	\$95.25
3263	Items Paid Enclosed	178	0.2000	\$ 2.72
3267	Electronic Debits Posted	262	0.1900	\$ 9.78
			<b>subtotal:</b>	.
<b>Zero Balance Services</b>				
3665	BA Master Account	1	50.0000	\$50.00
36655	BA Sub Account	2	20.0000	\$ 0.00
			<b>subtotal:</b>	.
<b>Returned Check Services</b>				
6631	Deposited Item Returned	1	12.5000	\$12.50
			<b>subtotal:</b>	.
<b>Branch Night Deposit Services</b>				
9291	Branch Cash OTC Deposit \$1000	3	3.0000	\$9.00
			<b>subtotal:</b>	.
<b>Cash Vault Services</b>				
12262	Cash VLT Monthly Maint 2-9 Loc	1	2.0000	\$ 2.00
12 92	Cash Vault Deposits	13	1.1000	\$1 .30
13135	VLT Deposit Error	5	10.0000	\$50.00

*A pro forma provides pricing information based on assumptions and estimations of price and volume. It constitutes a contractual offer for pricing only in conjunction with an explicit pricing commitment document which outlines applicable accounts and pricing term (if any). Once implemented, your actual prices will be reflected on your monthly account analysis statement. To obtain or review questions on your account analysis statement, contact your Treasury Sales Officer.*

Friday, October ,

Page of

Ser ices Pro ided For This Period				olume	nit Price	S c Charges
131	8	VLT Currency Dep Loose Bill		5,3	0.0300	\$160.32
13165		VLT Coin Deposit Mix Bag		9	5.2500	\$ 7.25
12086		Deposit Receipt Faxed		9	2.7500	\$2 .75
					<b>subtotal:</b>	<b>33 .</b>
<b>ACH Ser ices</b>						
8	39	ACH Monthly Maintenance		1	5.0000	\$ 5.00
8	7	ACH File Transmissions, Self		2	25.0000	\$50.00
8	58	Consumer PPD Credits Originated		352	0.1 00	\$ 9.28
8	26	ACH Fax Page		3	6.0000	\$18.00
					<b>subtotal:</b>	<b>.</b>
<b>ACH Fraud Control</b>						
5	370	ACH Fraud Cntrl Monthly Maint			30.0000	\$120.00
5	376	AFC Filter Setup Chg By Client		5	5.0000	\$25.00
					<b>subtotal:</b>	<b>.</b>
<b>Wire Transfer Ser ices</b>						
5320		Wire Trsf Monthly Maint Acct			5.0000	\$20.00
532		W T Out Non-Rep (Oper Assist)		1	30.0000	\$30.00
					<b>subtotal:</b>	<b>.</b>
<b>Treasury Manager</b>						
7325		TM OLC Maintenance Fee		1	65.0000	\$65.00
73256		TM OLC Prior Day Serv Month		1	25.0000	\$25.00
73258		TM OLC Prior Day Acct		7	13.0000	\$91.00
73260		TM OLC Prior Day Detail Item		1, 85	0.1200	\$178.20
73262		TM OLC Current Day Serv Month		1	25.0000	\$25.00
7326		TM OLC Current Day Acct		7	16.0000	\$112.00
73266		TM OLC Current Day Item Detail		1,185	0.1300	\$15 .05
73268		TM OLC Special Rpt Mnth Maint		1	0.0000	\$0.00
73272		TM OLC CAR Report Report		3	1.0000	\$3.00
73280		Stop Service Per Month		1	0.0000	\$0.00
73282		Stop Payment Per Stop		1	15.0000	\$15.00
73286		Acct Transfer Per Transfer		1	1.0000	\$1.00
					<b>subtotal:</b>	<b>.</b>
<b>Online Courier</b>						
73	56	OLC Wire Transfer Email Advice		1	3.0000	\$3.00
73297		OLC DDA Statement		5	5.0000	\$25.00
					<b>subtotal:</b>	<b>.</b>
					<b>Total:</b>	<b>, .</b>



**SunTrust Pro Forma  
Account Analysis Statement  
TOW OF S RFSID (C) September,**

<b>Balances</b>	
Average Positive Ledger Balance	\$162,559.29
Average Ledger Balance	\$162,559.29
Less: Average Float	\$0.00
Average Collected Balance	\$162,559.29
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$162,559.29
Less: . Related Reserves	\$0.00
<b>Average Available Balance</b>	<b>, .</b>
<b>Net Analysis Position</b>	
Value Of Applicable Available Balance	\$133.60
Earnings Credit Rate	1.00
Less: Balance Based Charges	\$177.00
<b>Net Analysis Position</b>	<b>( 3. )</b>

Ser ices Pro ided For This Period	olume	nit Price	S c Charges
<b>Demand Deposit Ser ices</b>			
3021 Account Maintenance - Monthly	3	2 .0000	\$72.00
		<b>subtotal:</b>	.
<b>ACH Fraud Control</b>			
5 370 ACH Fraud Cntrl Monthly Maint	3	30.0000	\$90.00
		<b>subtotal:</b>	.
<b>Wire Transfer Ser ices</b>			
5320 Wire Trsf Monthly Maint Acct	3	5.0000	\$15.00
		<b>subtotal:</b>	.
<b>Total:</b>			.

Total Monthly Cost (September 2019 example) = \$2,236.65

*A pro forma provides pricing information based on assumptions and estimations of price and volume. It constitutes a contractual offer for pricing only in conjunction with an explicit pricing commitment document which outlines applicable accounts and pricing term (if any). Once implemented, your actual prices will be reflected on your monthly account analysis statement. To obtain or review questions on your account analysis statement, contact your Treasury Sales Officer.*

Friday, o ember ,

Page of



**SunTrust Pro Forma  
Account Analysis Statement  
Town of Surfside Polk State Mirrored Solution  
Pro Forma ID:**

<b>Balances</b>	
Average Positive Ledger Balance	\$7,801,198.00
Average Ledger Balance	\$7,801,198.00
Less: Average Float	\$0.00
Average Collected Balance	\$7,801,198.00
Average Negative Collected Balance	\$0.00
Average Positive Collected Balance	\$7,801,198.00
Less: . Related Reserves	\$0.00
<b>Average Available Balance</b>	<b>, , .</b>
<b>Net Analysis Position</b>	
Value Of Applicable Available Balance	\$6,625.68
Earnings Credit Rate	1.00
Less: Balance Based Charges	\$867. 0
<b>Net Analysis Position</b>	<b>, .</b>
Interest on Excess Balances at 1.00	\$5,758.28
Excess Balances Available to Earn Interest	\$6,779,90 . 5
<b>Interest to be Posted To Account</b>	<b>, .</b>

Services Provided For This Period		Volume	Unit Price	Service Charges
<b>Demand Deposit Services</b>				
3021	Account Maintenance - Monthly		10.0000	\$ 0.00
3220	Deposits Credited	22	1.0000	\$22.00
3268	Electronic Credits Posted	91	0.1000	\$91. 0
3651	Items Deposited	55	0.0500	\$22.75
3263	Items Paid Enclosed	278	0.2 00	\$66.72
3267	Electronic Debits Posted	232	0.0000	\$0.00
3258	Check Cashing Fee	2	0.0000	\$0.00
			<b>subtotal:</b>	<b>.</b>
<b>Zero Balance Services</b>				
3665	BA Master Account	1	25.0000	\$25.00
36655	BA Sub Account	2	10.0000	\$20.00
			<b>subtotal:</b>	<b>.</b>
<b>Returned Check Services</b>				
6631	Deposited Item Returned	0	12.5000	\$0.00
			<b>subtotal:</b>	<b>.</b>
<b>Branch Night Deposit Services</b>				
9291	Branch Cash OTC Deposit \$1000	2	2.2000	\$ . 0
			<b>subtotal:</b>	<b>.</b>
<b>Cash Audit Services</b>				

*A pro forma provides pricing information based on assumptions and estimations of price and volume. It constitutes a contractual offer for pricing only in conjunction with an explicit pricing commitment document which outlines applicable accounts and pricing term (if any). Once implemented, your actual prices will be reflected on your monthly account analysis statement. To obtain or review questions on your account analysis statement, contact your Treasury Sales Officer.*

Wednesday, October 3 ,

Saved: 10/30/2019 10:31:18 AM Created: 10/9/2019

Page of 3



Services Provided For This Period		Volume	Unit Price	Sub Total Charges
12262	Cash VLT Monthly Maint 2-9 Loc	1	2.0000	\$ 2.00
12 92	Cash Vault Deposits	11	0.7500	\$8.25
13135	VLT Deposit Error	7	10.0000	\$70.00
13136	VLT Currency Dep Full Strap	0	0.6000	\$0.00
13165	VLT Coin Deposit Mix Bag	9	5.2500	\$ 7.25
130 8	O S Bulk Cash Deposits	7,375	0.0010	\$7.38
12085	Deposit Receipt Email	0	0.0000	\$0.00
12086	Deposit Receipt Faxed	8	2.7500	\$22.00
		<b>subtotal:</b>		.

#### Controlled Payment Services

33271	Controlled Payment-Mth Maint	0	160.0000	\$0.00
33269	Control Payment-Checks Paid	0	0.1800	\$0.00
33307	CPR Auto D T To Bank Tran	0	12.0000	\$0.00
33308	CPR Auto D T To Bank Rcrd	0	0.0150	\$0.00
		<b>subtotal:</b>		.

#### ARP Services

63 55	Partial Recon - Base Fee	0	65.0000	\$0.00
63209	ARP Auto D T To Client Tran	0	12.0000	\$0.00
63210	ARP Auto D T To Client Rcrd	0	0.0150	\$0.00
		<b>subtotal:</b>		.

#### Image Delivery Services

0383	CD ROM Images Per Item	0	0.0600	\$0.00
0 01	CD-ROM Premium Plus CD	0	50.0000	\$0.00
		<b>subtotal:</b>		.

#### ACH Services

8 39	ACH Monthly Maintenance	1	35.0000	\$35.00
8 7	ACH File Transmissions, Self	2	5.7500	\$11.50
8 58	Consumer PPD Credits Originated	325	0.0300	\$9.75
8 60	Corp Credits Orig CCD,CCD CTX	0	0.1 00	\$0.00
8 68	ACH Credits Orig-Same Day Prem	0	1.5000	\$0.00
8 26	ACH Fax Page	2	6.0000	\$12.00
8383	ACH Return Item	0	5.0000	\$0.00
838	ACH NOC Item	0	.0000	\$0.00
73 02	TMACH Batch Processing Fee	0	6.0000	\$0.00
73 08	TMACH Corp Credits Originated	0	0.1600	\$0.00
		<b>subtotal:</b>		.

#### ACH Fraud Control

5 380	PIC Monthly Maintenance	0	10.0000	\$0.00
5 370	ACH Fraud Cntrl Monthly Maint		5.0000	\$20.00
5 376	AFC Filter Setup Chg By Client	0	5.0000	\$0.00
		<b>subtotal:</b>		.

#### EDI Services

78960	EDI Transl Report TM Courier 1 - 1	0	3.2500	\$0.00
78960	EDI Transl Report TM Courier 2	0	0.0000	\$0.00
		<b>subtotal:</b>		.

#### Wire Transfer Services

5320	Wire Trsf Monthly Maint Acct		0.0000	\$0.00
53 3	W T Incoming	0	15.0000	\$0.00
		<b>subtotal:</b>		.

Services Provided For This Period		Volume	Unit Price	Sub Total Charges
<b>Treasury Manager</b>				
7325	TM OLC Maintenance Fee	1	0.0000	\$0.00
73256	TM OLC Prior Day Serv Month	1	25.0000	\$25.00
73258	TM OLC Prior Day Acct	7	15.0000	\$105.00
73260	TM OLC Prior Day Detail Item	1,560	0.0000	\$0.00
73262	TM OLC Current Day Serv Month	1	25.0000	\$25.00
7326	TM OLC Current Day Acct	7	15.0000	\$105.00
73266	TM OLC Current Day Item Detail	1,109	0.0000	\$0.00
73268	TM OLC Special Rpt Mnth Maint	1	0.0000	\$0.00
73270	TM OLC ACH-EDI Report	0	1.0000	\$0.00
73272	TM OLC CAR Report Report	2	0.0000	\$0.00
73279	TM OLC CPR Daily Report(S)	0	1.0000	\$0.00
73280	Stop Service Per Month	1	0.0000	\$0.00
73282	Stop Payment Per Stop	1	5.0000	\$5.00
7328	ACH Service Per Month	0	0.0000	\$0.00
73290	Wire Service Per Month	0	35.0000	\$0.00
7329	Image Item Retrieval Per Image		0.0000	\$0.00
			<b>subtotal:</b>	.
<b>Online Courier</b>				
73 56	OLC Wire Transfer Email Advice	0	3.0000	\$0.00
73297	OLC DDA Statement	5	5.0000	\$25.00
			<b>subtotal:</b>	.
			<b>Total:</b>	.

1. Introduction. Throughout this master agreement, SunTrust Bank is referred to as "we," "us," "our," or "the bank". The various treasury management services described in our treasury management terms and conditions (defined below) are referred to as the "services". This master agreement, the treasury management terms and conditions, and the other documents defined below are together referred to as the "agreement". The entity using our services is referred to as "client", "customer", "you" or "your". Each individual identified in any resolution or other similar document that we accept from you who is authorized to enter into agreements such as this master agreement on your behalf is referred to as your "authorized signer". Each authorized signer is also authorized to give us instructions related to the services.

The authorized signer who signs this agreement represents and warrants that you have legal capacity to execute and perform the agreement and that any actions required by your organizational documents or governance procedures to enter into and perform the agreement have been taken. The agreement is a legally binding contract that can only be changed by the means specified in it. By accepting services from us you agree that you are bound to the terms and conditions of the agreement.

2. Organization of Agreement. The agreement is made up of the documents described below. If there is any inconsistency on a particular issue among the documents that make up the agreement, the documents will control that issue in the order set forth from top to bottom below.

The documents and their purposes are:

(a) The Treasury Management Terms and Conditions. Our treasury management terms and conditions contains a general terms and conditions section that applies to all services, and a second section that describes the specific terms and conditions that apply to each individual service. The most recent version of our treasury management terms and conditions is always posted on the following website: [www.suntrust.com/treasuryterms](http://www.suntrust.com/treasuryterms). By accepting services from us, you are charged with notice of the treasury management terms and conditions and, at all times while you are receiving services, you agree that you are bound by its then current content posted on the website, subject to your right to receive notice of changes to it as specified in Section 3 of this master agreement.

(b) The Master Agreement. This master agreement describes the structure of the agreement and sets forth some of the basic contractual provisions relating to use of the services.

(c) Ancillary Implementation Agreements. Certain services can pose higher risks to you and to the bank and lead to disputes between you and us. Therefore we may, in our discretion, require that your authorized signers confirm a request to receive such services and the operational details related to such request by executing an Ancillary Implementation Agreement ("AIA"). Examples of AIAs include AIAs relating to funds transfer ("wire") and Automated Clearing House ("ACH") services. Any required AIA will be provided at the time we implement a service that requires one. We will not implement the relevant service until the required AIA is executed and returned to us by one of your authorized signers.

(d) Service Confirmations. A service confirmation is a document that is sent to your authorized signer(s) during the implementation process. It memorializes instructions you have given us regarding our implementation of a service for you, such as the account(s) linked to that service, the authorized users for that service, and the options you have selected for that service. Not all

services you request will result in the transmission of a service confirmation to you at the time the service is implemented, but when a service confirmation is generated it will be sent by e-mail. The facts and details we provide in each service confirmation are deemed accurate as of the time you commence using the applicable service and at all times thereafter unless you notify us of any discrepancies or inaccuracies before you begin using the service. A service confirmation may also be sent when we modify or add a service at your request where your request reflects a change to instructions that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions).

(e) Online Services and Software Materials. Where software is used in connection with a service, we grant you a nonexclusive, nontransferable, limited license or sublicense to use such software solely in connection with and while receiving that service. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with us or a third party vendor) may be required and there may also be a user manual for the software or certain online services. The software and those other items constitute "software materials". Any license agreement, online terms, and/or user manual sets forth the terms and conditions relating to use of those online services and software materials as well as important instructions and requirements for their use.

(f) Implementation/Setup Forms. An implementation/setup form is a document used by the bank to capture additional information and instructions you may give us with respect to a particular service, such as the billing account for the service, contact information and information reporting preferences specified by you. These forms are not sent to you to review. However, absent a finding of manifest error on the part of the bank in creating such forms in the ordinary course of providing the services to you, the content of such forms will be deemed accurate and correct.

(g) Deposit Rules and Regulations. The rules and regulations for deposit accounts that you maintain with us set forth certain general provisions relating to the establishment, maintenance and operation of your deposit accounts. The rules and regulations shall continue to apply to and govern the terms of your deposit accounts.

(h) The Delegation of Authority. Use of a delegation of authority is optional. By using one, your authorized signers give other individuals within your company ("delegates") certain authority with respect to all the services you receive or some sub-set of those services as specified in the delegation of authority. If a delegation of authority is used, a delegate has the authority conferred by such delegation for such services until that authority is revoked by one of your authorized signers. Such delegated powers include the power to receive and respond to service confirmations, execute AIAs when required, and to otherwise provide us instructions in the same manner as an authorized signer. Such powers are subject to the same conditions as stated herein when the bank interacts with an authorized signer in matters related to AIAs, service confirmations, new services, modifications to existing services or removal of services.

3. Amendments to Agreements. We may add to, change or delete provisions in this master agreement, the general terms and conditions, or terms and conditions for any individual service in our discretion. We will attempt to give an authorized signer at least 30 calendar days' prior notice of these changes. It is your obligation to maintain up-to-date contact information with us at all times. If you continue to use a service after any modification becomes effective, you are bound by such modification. If a modification is required by applicable law, clearing house rules or funds transfer system rules, or if we believe the change



## TREASURY MANAGEMENT MASTER AGREEMENT

is necessary to preserve the security or integrity of the systems that we use in providing any service, or to protect the bank or you from risk of immediate, significant loss, we may give you (and all customers impacted by that change) notice of the modification promptly after we make it. In such case, you are bound by the modification as of the date you receive notice of it unless you terminate your use of the relevant service(s) within a reasonable period of time after you receive our notice. We may modify the terms of the software materials or the deposit rules and regulations by following the procedures set forth in those documents.

4. New Services. When we implement a new service for you, we may create an AIA or a service confirmation for that new service. As noted in the definition of an AIA, if the service requires an AIA, you may not use that service until you have executed and returned the AIA. However, any service confirmation we send will be deemed accurate and correct as of the time you begin using the service. You do not need to contact us when you receive the service confirmation unless you notice errors in it, in which case you must notify us of such errors before you begin using the service. For any new service, you must also successfully complete any testing or training we may require for that service. If you attempt to use a new service without satisfying one or more of these conditions, we may refuse to provide that service. However, if we do provide it before you have satisfied all required conditions, you agree to be bound by the terms of the agreement relating to that service including the general terms and conditions, the terms and conditions for that new service, and the specifications stated in any service confirmation that you did not dispute prior to your use of the new service.

5. Modifications to Existing Services and Changes to Your Setup. If we agree to change our implementation of a service for you in response to your instructions and those instructions are of the type that were reflected on a prior service confirmation (or on an exhibit to a service schedule, a service profile, or other document previously used to record such instructions) at the time of initial implementation of the service, we may send or otherwise make a new service confirmation reflecting those instructions available to you. If the change impacts information that should be captured on an AIA, we will send a new AIA to your authorized signer, and the change will not take effect until an authorized signer has executed and returned the new AIA to us. You must also successfully complete any required testing or training for the change. We may, in our discretion, accept written instructions we deem acceptable as sufficient record from an authorized signer to memorialize the request to remove a service or make a change to a service. At our election and in our discretion, we may accept telephonic instructions for changes to a service or removal of service from an authorized signer on a recorded line. However, we may, in our discretion, refuse to accept letters, e-mails or other forms of communications containing requests to change prior instructions or remove services if we deem the information

provided in such communications to be insufficient, or we question the source of any such information or the authority of the individual making the request, or for any other reason that we, in good faith, believe will protect you or us from a significant loss.

6. Electronic Records and Signatures. You consent to the use of electronic records and signatures with respect to your use of the services. In addition, you agree that, when you receive a service confirmation as an attachment to an e-mail message, (a) you will be deemed to have confirmed that the content of that service confirmation is correct if we do not receive a prompt response informing us of any inaccuracy in the service confirmation, and (b) you will be deemed to have accepted the service in conformity with the implementation details specified in that service confirmation, including any account numbers listed therein and any persons listed therein who are identified as having authority to use the specified services and access the relevant accounts. It is your responsibility to provide us accurate e-mail contact information for your authorized signers and to notify us of any changes to that information so that we can communicate important information to them.

7. Signature. This master agreement may be delivered to us by giving the signed original of it to your treasury management contact or sending it by facsimile or e-mail attachment. It may also be transmitted by any electronic signature process we specifically adopt and accept for this purpose. The individual signing this agreement represents and warrants that he or she is, in fact, one of your authorized signers. This master agreement and the comprehensive agreement it describes completely replaces any prior agreements you may have with us with respect to the services or the subject matter referred to herein. However, any previous instructions you have given us while those prior agreements were in effect continue to be effective until replaced or deleted in accordance with the agreement including through a service confirmation, an AIA, or other written instruction provided by you that is acceptable to us.

IN WITNESS WHEREOF, client has executed this master agreement as of the date set forth below.

Client Name: Polk State College

Authorized Signer:

Print Name:

Angela M. Falconetti

Print Title:

President

Date:

5/7/18



## MEMORANDUM

ITEM NO. 3J

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** December 10, 2019  
**Subject:** Structural Plans Review Fee Change

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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



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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ARBAB ENGINEERING INCORPORATED FOR STRUCTURAL PLAN REVIEW SERVICES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(2) OF THE TOWN CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) wishes to engage a structural plans examiner to perform structural plan reviews (the “Services”) as part of the operations of the Building Department; and

**WHEREAS**, Arbab Engineering Incorporated (the “Consultant”) has agreed to perform the Services pursuant to the Professional Services Agreement attached hereto as Exhibit “A” (the “Agreement”) and in accordance with the Proposal attached as Exhibit “A” to the Agreement; and

**WHEREAS**, Section 3-13(2) of the Town Code of Ordinances (the “Code”) provides that contracts for professional services, except for those contracts of more than \$8,500 for professional services governed by Section 287.055, Florida Statutes (the Consultants’ Competitive Negotiations Act), are exempt from the competitive bidding procedures of Chapter 3 of the Town Code; and

**WHEREAS**, the Town Commission finds that the Services are exempt from competitive bidding pursuant to Section 3-13(2) of the Town Code and wishes to approve the Agreement in substantially form attached hereto as Exhibit “A” with the Consultant; 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 hereby approves the Agreement with the Consultant.

**Section 3.**     **Implementation.** That the Town Commission hereby authorizes the Town Manager to execute the Agreement, together with such non-substantive changes as may be approved by the Town Manager subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

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

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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:**

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
ARBAB ENGINEERING INCORPORATED  
  
STRUCTURAL PLAN REVIEW SERVICES**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation, (hereinafter the "Town"), and **ARBAB ENGINEERING INCORPORATED**, a Florida corporation (hereinafter, the "Consultant").

**WHEREAS**, the Town desires certain professional engineering consulting services in connection with structural plan review for the Building Department; and

**WHEREAS**, the Consultant will perform services on behalf of the Town, all as further set forth in the Proposal dated October 28, 2019, attached hereto as Exhibit "A" (the "Services"); and

**WHEREAS**, the Consultant and Town, through mutual negotiation, have agreed upon a fee for the Services; and

**WHEREAS**, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

**1. Scope of Services.**

- 1.1.** Consultant shall provide the Services set forth in the Proposal attached hereto as Exhibit "A" and incorporated herein by reference (the "Services").
- 1.2.** Consultant shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

**2. Term/Commencement Date.**

- 2.1.** The term of this Agreement shall be for an initial term of three (3) years from the Effective Date through November \_\_\_\_, 2022, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for up to three (3) additional one (1) year successive terms on the same terms and conditions as set forth herein upon 30 days advance written notice to the Consultant.
- 2.2.** Consultant agrees that time is of the essence and Consultant shall complete the Services within the term of this Agreement, unless extended by the Town Manager.

### **3. Compensation and Payment.**

- 3.1.** Compensation for Services provided by Consultant shall be in accordance with the Proposal attached hereto as Exhibit "A." Consultant shall be compensated a flat hourly rate of \$150.00 per hour.
- 3.2.** Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

### **4. Subconsultants.**

- 4.1.** The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Services.
- 4.2.** Consultant may only utilize the services of a particular subconsultant 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.

### **5. Town's Responsibilities.**

- 5.1.** Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2.** Upon Consultant's request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

### **6. Consultant's Responsibilities; Representations and Warranties.**

- 6.1.** The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional engineer or consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Consultant shall at Consultant's sole expense, immediately correct its Deliverables or Services.
- 6.2.** The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the



Services and carry out its obligations under this Agreement in a professional and first class manner.

- 6.3.** The Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

- 7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town.

**8. Termination.**

- 8.1.** The Town Manager, without cause, may terminate this Agreement upon thirty (30) calendar days written notice to the Consultant, or immediately with cause.
- 8.2.** Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.
- 8.3.** In the event of termination by the Town, the Consultant shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.
- 8.4.** The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1.** Consultant 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 Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.

- 9.1.1.** 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 Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

9.1.2. 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 Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

9.1.3. 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.

9.1.4. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit.

**9.2. Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

**9.3. Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to

the Consultant's insurance. The Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

**9.5.** The provisions of this section shall survive termination of this Agreement.

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

**12.2.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**12.3.** The provisions of this section shall survive termination of this Agreement.

**13. 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.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** 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.

**15.2.** 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.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, plans, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’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 Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

**16.3.** Upon request from the Town’s custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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**

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect



to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

- 20. Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. 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.
- 23. Prohibition of Contingency Fees.** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, 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 Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
- 25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**[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)

**CONSULTANT**

By: \_\_\_\_\_

Name: Aliakbar Arbab

Title: \_\_\_\_\_

Entity: ARBAB Engineering, Inc.

**Addresses for Notice:**

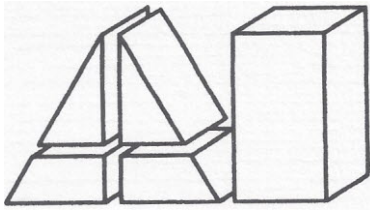
ARBAB Engineering, Inc.  
Attn: Aliakbar Arbab  
3363 NE 163<sup>rd</sup> Street, Suite 701  
North Miami Beach, Florida 33160  
305-940-3088 (telephone)  
\_\_\_\_\_(facsimile)  
\_\_\_\_\_(email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_(telephone)  
\_\_\_\_\_(facsimile)  
\_\_\_\_\_(email)

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

The Scope of Services are those contained in the Proposal dated October 28, 2019, attached hereto and incorporated herein by reference.



## **AR8A8 ENGINEERING, INC.**

CONSULTING ENGINEERS. 3363 NE 163<sup>RD</sup> STREET, SUITE 701 • N. MIAMI BEACH, FLORIDA 33160. (305) 940-3088. FAX: (305) 940-3273

October 28, 2019

Mr. Ross Prieto, Building Official  
Town of Surfside  
Municipal Building  
9293 Harding Ave.  
Surfside, Florida 33154

**RE: Structural Plan Examiner Services  
Town of Surfside  
Municipal Building  
9293 Harding Ave.  
Surfside, Florida**

Dear Mr. Prieto:

As you requested, I am pleased to submit the following fee schedule for professional engineering services in connection with providing services as structural plan examiner for the Town of Surfside. This proposal is for extension of our engineering services as structural plan examiner that started on 1992 and continued since.

Arbab Engineering, Inc., Consulting Engineers (hereinafter referred to as "the Engineer") is proposing to furnish professional services to Town of Surfside (hereinafter referred to as "the Client").

**The Engineer will perform the following:**

1. Provide engineering consulting services as structural plan examiner as required by the Town of Surfside.
2. Services include visiting the town twice a week on Tuesdays and Thursdays afternoon, which at these two days all reviewed plans with comments will be submitted to the Town, logged in and new sets of plans and submittals will be picked up for structural review.

(Continued on Page 2)

**RE:     Structural Plan Examiner Services  
          Town of Surfside**

3. Attend meeting with Town's client at these two days to discuss submitted plans and specifications in order to resolve any issues regarding permit process as required.
4. Provide structural review of the submitted plans, calculations and specifications for each submitted project, based on the requirements of the Florida Building Code and provide written comments for each submittal as required.
5. Review of each submittal shall be based on hourly rate specified in this proposal and time sheet will be provided for each review.
6. At the end of each month, complete invoice for the projects that were reviewed at that particular month will be submitted to the town as required.
7. This office will not provide any consulting engineering or design and drafting for any other client but Town of Surfside in this municipality.

**The following items are not included:**

1. Site inspection of the projects under construction is not part of this proposal and this office is not providing job site observations, unless otherwise requested by the Town of Surfside as special and single time case.

**Engineering Fee:**

Engineering fee for the aforementioned services would be based on hourly rate of One Hundred and Fifty Dollars (\$150.00) per man hour.

This will confirm our conversation wherein I provided you with the engineering fee adjustment regarding my capacity as structural plan examiner for the Town of Surfside. My adjusted fee is \$150.00 per hour compared to the current \$100.00 per hour.

Either party may terminate this agreement by giving thirty (30) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of the portion of his services completed prior to termination.

(Continued on Page 3)



Mr. Ross Prieto  
Page 3  
October 28, 2019

RE: **Structural Plan Examiner Services**  
**Town of Surfside**

Thank you in advance for your consideration of this proposal and appreciate the opportunity to serve you.

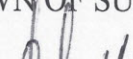
Very truly yours,


ARBAB ENGINEERING, INC.

By: Ali Arbab, P.E

ACCEPTED AND AGREED:

\*TOWN OF SURFSIDE

By: 

Dated: 

AAlaa

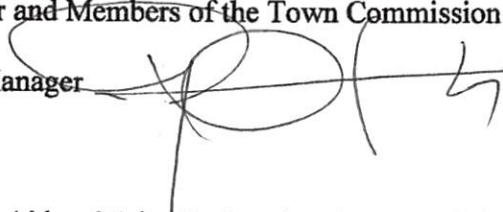
C:/ AAltown of surfside/proposal 2019



## MEMORANDUM

ITEM NO. 3K

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 10, 2019

**Subject:** Resolution authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the City of Sunny Isles Beach.

It is the responsibility of the governments of the Town of Surfside, Florida, and the City of Sunny Isles 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 City of Sunny Isles Beach Police Department has been one of them for years. The Town of Surfside and the City of Sunny Isles 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 Police Department and the City of Sunny Isles Beach Police Department will be in effect upon execution and approval by both parties and shall continue in full force and effect through and including January 1, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the City of Sunny Isles 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 City of Sunny Isles 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 CITY OF SUNNY ISLES BEACH, AND A JOINT DECLARATION OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT PURSUANT TO 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 City of Sunny Isles Beach wish to enter into a Mutual Aid Agreement, and a Joint Declaration of the Chief of the Sunny Isles Beach Police Department and the Chief of the Town of Surfside Police Department Pursuant to 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 10<sup>th</sup> day of December, 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 City of Sunny Isles Beach Police Department and the Town of Surfside Police Department

WHEREAS, it is the responsibility of the governments of the **City of Sunny Isles Beach**, Florida, and the **Town of Surfside**, 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 manmade conditions which are, or are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating municipal police departments; and

WHEREAS, in order to ensure the 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 **City of Sunny Isles Beach**, subdivision of the State of Florida, and the undersigned representatives, in consideration of 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 the Mutual Aid Agreement provides for the requesting and rendering of assistance for both routine and intensive law enforcement 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 **City of Sunny Isles Beach Police Department** or the participating municipal police department.
- C. **Agency Head:** Either the Chief of the **City of Sunny Isles Beach Police Department**, or the Chief's designees, and the Chief of Police of the participating municipal police department, or the Chief's designees.
- D. **Participating municipal police department:** The police department of any municipality in **Dade County**, Florida, that has approved and executed this Agreement upon the approval of the governing body of the municipality.
- E. **Certified law enforcement employees:** 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 which 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 man power, 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, 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 regularly employed.
  - B. The political subdivision having financial responsibility for the law enforcement agency providing the 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 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 exemptions from ordinances 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 extraterritorial under the provisions of this Mutual Aid Agreement. The provision 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.

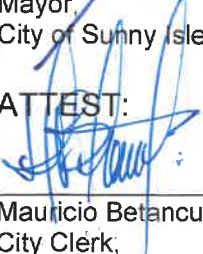
7. **Forfeitures:** It is recognized that during the course of the operation of the Agreement, property subject to forfeiture under the Florida Contraband Forfeiture Act, Florida Statutes, may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies 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 conflict 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, 2025**, and 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 AND ACKNOWLEDGED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

  
\_\_\_\_\_  
George H. Scholl  
Mayor,  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Guillermo Olmedillo  
Town Manager,  
Town of Surfside, Florida

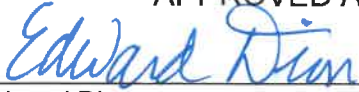
**ATTEST:**

  
\_\_\_\_\_  
Mauricio Betancur  
City Clerk,  
City of Sunny Isles Beach, Florida

**ATTEST:**

\_\_\_\_\_  
Sandra Novoa  
Town Clerk,  
Town of Surfside, Florida

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

  
\_\_\_\_\_  
Edward Dion  
City Attorney,  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Lilian M. Arango  
Town Attorney,  
Town of Surfside, Florida

**JOINT DECLARATION  
OF THE CHIEF OF THE CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT  
AND THE CHIEF OF THE TOWN OF SURFSIDE POLICE DEPARTMENT  
PURSUANT TO MUTUAL AID AGREEMENT**

A deputy sheriff or 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 preplanned and approved by each respective agency head, or

appropriately dispatched in response to a request for assistance from the other law enforcement agency.

In compliance with, and under the authority of, the Mutual Aid Agreement, hereto entered into by the **City of Sunny Isles Beach**, Florida, and the **Town of Surfside**, 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 and 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, backups to emergency and in-progress calls, pursuits, and missing persons calls

9. Enemy attack
10. Transportation of evidence requiring security
11. Major events; e.g., sporting events, concerts, parades, fairs, festivals, and conventions
12. Security and escort duties for dignitaries
13. Emergency situations in which one agency cannot perform its functional objective
14. Incidents requiring utilization of specialized units; e.g., underwater recovery, canine, motorcycle, crime scene, marine patrol enforcement or investigation, and police information
15. Joint training in areas of mutual need
16. 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 assistance and no local unit is available or nearby, calls or transmissions indicating an officer is injured, calls indicating a crime of 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
17. Mutual enforcement of all existing applicable laws and ordinances and exercise of arrest powers within the area comprising the jurisdictional waters within respective municipal boundaries

DATE: 10/23/2019



Dwight P. Snyder  
Chief of Police.  
Sunny Isles Beach, Florida

DATE: \_\_\_\_\_

Julio Yero  
Chief of Police  
Surfside, Florida

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Edward Dion  
City Attorney,  
Sunny Isles Beach, Florida

Lilian M. Arango  
Village Attorney,  
Surfside, Florida



**JOINT DECLARATION AMENDMENT UNDER  
CITY OF SUNNY ISLES BEACH POLICE DEPARTMENT AND THE TOWN OF  
SURFSIDE POLICE DEPARTMENT'S  
MUTUAL AID AGREEMENT**

This Amendment amends the Joint Declaration under the Mutual Aid Agreement of \_\_\_\_\_, 20\_\_\_\_, 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 (ICW) that fall within either jurisdiction at this or any future time during the term of the parties' Mutual Aid Agreement.

It will be agreed between both Chiefs of Police of the **City of Sunny Isles Beach** and the **Town of Surfside** 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 in which the incident occurred regardless of which agency completed the original offense incident report.
3. 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 to a 50-50 share of the final asset distribution following the payment of all expenses relating to the prosecution of the civil case. 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 the 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 and 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 **City of Sunny Isles Beach Police Department** and the **Town of Surfside Police Department**.

11/12/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
George H. Scholl  
Mayor  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Dwight P. Snyder  
Chief of Police  
City of Sunny Isles Beach, Florida

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guillermo Olmedillo  
Town Manager  
Town of Surfside, Florida

\_\_\_\_\_  
Julio Yero  
Chief of Police  
Town of Surfside, Florida

(914:Joint Declaration)



## MEMORANDUM

ITEM NO. 3L

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 10, 2019

**Subject:** Resolution authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Miami Shores Village.

It is the responsibility of the governments of the Town of Surfside, Florida, and the Miami Shores Village, 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 Miami Shores Village Police Department has been one of them for years. The Town of Surfside and the Miami Shores Village 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 Police Department and the Miami Shores Village Police Department will be in effect upon execution and approval by both parties and shall continue in full force and effect until January 1, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing. The Surfside Police Department requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the Miami Shores Village 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 Miami Shores Village.

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 MIAMI SHORES VILLAGE, AND A JOINT DECLARATION OF THE CHIEF OF THE MIAMI SHORES POLICE DEPARTMENT AND THE CHIEF OF THE SURFSIDE POLICE DEPARTMENT PURSUANT TO 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 Miami Shores Village wish to enter into a Mutual Aid Agreement, and a Joint Declaration of the Chief of the Miami Shores Police Department and the Chief of the Surfside Police Department Pursuant to 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 10<sup>th</sup> day of December, 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 Miami Shores Village  
and the Town of Surfside

**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, or facilities of the Miami Shores Police Department or the Surfside Police Department; and

**Whereas**, Miami Shores Village and the Town of Surfside are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to intensive situations, including, but not limited to, natural or manmade disasters or emergencies as defined under § 252.34, Florida Statutes; 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 municipalities; and,

**Whereas**, Miami Shores Village and the Town of Surfside have the authority under § 23.12, Florida Statutes, *et seq.*, the Florida Mutual Aid Act, to enter into a mutual aid agreement for law enforcement service which provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE**, Miami Shores Village, a Florida municipal corporation, and the Town of Surfside in consideration for mutual promises to render valuable aid in time of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions:

**SECTION I: SHORT TITLE:**      Mutual Aid Agreement

### **SECTION II: 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.

### **SECTION III: 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 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 Miami Shores Police Department or the Surfside Police Department.
- c. Agency Head: Either the Chief of the Miami Shores Police Department, or Chief's designees; and the Chief of the Surfside Police Department, or the Chief's designees.
- d. The participating police department: The police department of any municipality in the State of Florida that has approved and executed this Agreement upon the approval of the governing body of that municipality.
- e. Certified law enforcement employee: Any law enforcement employee certified as provided in Chapter 943, Florida Statutes.

#### **SECTION IV: OPERATIONS**

- a. In the event that a party to this agreement is in need of assistance as set specified in the applicable joint declaration, an authorized representative of the agency requiring assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors if necessary, and will respond in a manner he/she deems appropriate.
- b. The agency head in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates. The agency head's decision in these matters shall be final.
- c. Each party to this Agreement agrees to furnish necessary personnel, 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 unreasonably deplete its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid, as determined by the furnishing party.
- d. 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. However, each employee shall also be subject to the personnel rules, regulations, procedures, and policies applicable to his or her employing agency.

- e. The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the assisting agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.
- f. Whenever an officer or other employee is rendering assistance pursuant to this agreement, the officer or employee shall abide by and be subject to the rules and regulations, personnel policies, general orders and standard operating procedures of his/her own employing agency. If any such rule, regulation, personnel policy, general order or standard operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, personnel policy, general order or procedure shall control and shall supersede the direct order.
- g. Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum:
  - 1. The identity of the complainant.
  - 2. An address where the complaining party can be contacted.
  - 3. The specific allegation.
  - 4. The identity of the accused employee(s) without regard to agency affiliation.

If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

## **SECTION V: POWERS, PRIVILEGES, IMMUNITIES, COSTS**

- a. All employees of the participating 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 exemptions 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.
- e. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.
- f. Nothing in this agreement is intended or is to be construed as any transfer or contracting away of the powers or functions of one party hereto to the other.
- g. This agreement creates no rights or benefits in favor of any third parties and there are no intended third party beneficiaries with regard to the provisions herein.

## **SECTION VI: INDEMNIFICATION**

- a. 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.
- b. Each party engaging in any mutual cooperation or assistance, pursuant to this agreement, agrees to assume responsibilities for the acts, omissions, or conduct of such party's own employees while engaged in rendering aid pursuant to this Mutual Aid Agreement, subject to the provisions of § 768.28, Florida Statutes.

- c. Each party shall provide satisfactory proof of liability insurance or self insurance by one or more of the means specified in § 768.28(16)(a), Florida Statutes, in an amount which is, in the judgment of the governing body of that party, at least adequate to cover the risk to which that party may be exposed. Should insurance coverage, however provided, of any party be cancelled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of notice or actual knowledge of such change.

## **SECTION VII: FORFEITURES**

- a) In the event that a participating agency seizes any real property, vessel, motor vehicle, aircraft, currency or other property pursuant to the Florida Contraband Forfeiture Act during the performance of this agreement, the agency requesting assistance in the case of requested operational assistance and the seizing agency in the case of voluntary cooperation shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control and the responsibility to maintain the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
- b) All proceeds from forfeited property seized as a result of or in accordance with this agreement shall be divided in proportion to the amount of investigation and participation performed by each agency, less the costs associated with the forfeiture action.

## **SECTION VIII: 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.

## **SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until **January 1, 2025**. Under no circumstances may this agreement be renewed, amended, or extended except in writing.

## **SECTION X: CANCELLATION**

Any party may cancel its participation in this agreement upon sixty (60) days written notice to the other party or parties. Cancellations will be at the discretion of any subscribing party.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed on the date specified.



Thomas Benton  
Village Manager  
Miami Shores Village, FL

Date: 10-30-19

Guillermo Olmedillo  
Town Manager  
Town of Surfside

Date: \_\_\_\_\_

Attest:

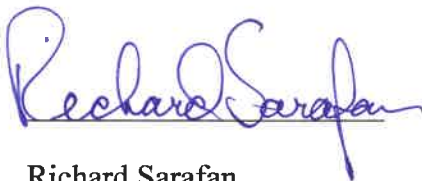


Ysabely Rodriguez  
Village Clerk  
Miami Shores Village, FL

Attest:

Sandra Novoa  
Town Clerk  
Town of Surfside

Approved as to form  
and legal sufficiency:



Richard Sarafan  
Village Attorney  
Miami Shores Village, FL

Approved as to form  
and legal sufficiency:

Weiss, Sorota, Helfman, Cole, &  
Bierman, P.L.  
Town Attorney  
Town of Surfside

*Filing the mutual aid agreement: section 23.1225(4), Florida statutes, requires the filing of a copy of the signed mutual aid agreement with FDLE within 14 days after signature. Filing may be accomplished by either mailing to FDLE, P.O. Box 1489, Tallahassee, FL 32302, attention: mutual aid, or fax to 904-488-1760.*

JOINT DECLARATION OF THE CHIEF OF THE  
MIAMI SHORES POLICE DEPARTMENT  
AND THE CHIEF OF THE SURFSIDE 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 his/her designee; or
- appropriately dispatched in response to a request for assistance from the other law enforcement agency; or
- 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 Miami Shores Village and the Town of Surfside, 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, technological or man-made 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 persons 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: 10/29/2019

DATE: \_\_\_\_\_

  
\_\_\_\_\_  
Kevin Lystad  
Chief of Police  
Miami Shores Police Department

\_\_\_\_\_  
Julio Yero  
Chief of Police  
Surfside Police Department

ATTEST:

ATTEST:

  
\_\_\_\_\_  
Village Clerk

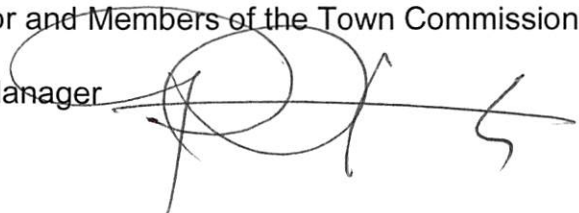
\_\_\_\_\_  
Town Clerk



## MEMORANDUM

ITEM NO. 3M

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 10, 2019

**Subject:** Work Utility Vehicle 4x4 Purchase for Public Works Department

The Public Works Department serves the Town of Surfside by being an asset in the collective maintenance of Town facilities and public infrastructure. In order to perform all functions, the Town relies on a vehicle fleet with specialty vehicles to assist in performing tasks.

With increasing responsibilities on the beach and hardpack areas as well as parking lots and Downtown district, the Public Works Department requires a smaller work utility vehicle 4x4 to assist in the maintenance of areas. Currently the Town of Surfside has 1 (one) Kubota All-Terrain vehicle 4x4 that was purchased in 2016 and is used by the maintenance staff as their primary vehicle due to size and maneuverability on sand and dense areas. A second vehicle is required to assist in the many functions of the Public Works Department. For example, litter control along high use state roads (Collins Ave and Harding Ave). The Town administration recommends the purchase of a second work utility vehicle 4x4 to incorporate into the Public Works fleet.

The vehicle will be procured through the Florida Sheriffs Association & Florida Association of Counties FY 2020 Pricing Off-road Utility Vehicles – 4 Wheel Drive Specification #2. Refer to Attachment “A” – *“FSA Specification # 2”*. The vehicle will be provided through dealership Ridge Equipment Co. through FSA BID # FSA19-VEH17.0 for a total cost of \$14,483. The Town has purchased previous all-terrain vehicle 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 \$15,000 for the purchase as a FY 2020 New Capital Outlay Request with funds appropriations from Machinery and Equipment – Vehicles account number 501-5000-539-64-10.

Administration recommendation is for the Town Commission to approve the execution of proposal submitted by Rigid Equipment Co. dated 11/14/2019 for the purchase of a new work utility vehicle 4x4 (FSA BID # FSA19-VEH17.0) for a total cost of \$ 14,483.

Prepared by HG/RS

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A UTILITY VEHICLE 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 utility vehicle 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 2019 Kubota Diesel (RTVX900) (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 and Florida Association of Counties (“Sheriffs’ Bid”); and

**WHEREAS**, the Sheriffs’ Bid resulted in Florida Association of Sheriffs’ Contract Number FSA19-VEH17.0 (“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 Ridge Equipment Co., Inc. (the “Vendor”) consistent with the terms and conditions of the Sheriffs’ Contract and the quote attached hereto as Exhibit “A” in an amount not to exceed \$14,483.00 (“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 Vendor 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 \$14,483.00.

**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 10<sup>th</sup> day of December, 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

### OFF-ROAD UTILITY VEHICLES - 4 WHEEL DRIVE SPECIFICATION #2

#### 2019 Kubota Diesel (RTVX900)

The Kubota Diesel (RTVX900) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$10,483.00	\$9,696.00	\$9,696.00	\$10,233.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.



<b>VEHICLE:</b>	Diesel (RTVX900)			
<b>DEALER:</b>	Ridge Equipment Co., Inc.	Futch's Tractor Depot	Futch's Tractor Depot	Ridge Equipment Co., Inc.
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$10,483.00	\$9,696.00	\$9,696.00	\$10,233.00

Order Code	Delete Options	Western & Southern	Northern & Central
RTV400Ci-A <sup>1</sup> RTV400CI-A <sup>2</sup>	Delete Options - Specify <i>Model Downgrade: Orange/Grey Seats/16 Hp. Subaru 1 Cyl. Air Cooled Gas Engine/EFI/CVT Transmission/4WD/ROPS/ATV Tires. Heavy Duty Worksite Tire Upgrade: Add \$400.00. Real Tree Camo Upgrade: Add \$500.00</i> <sup>1</sup> <i>DOWNGRADE TO GAS VERSION / 16. HP FUEL INJECTED WITH 1102 LBS TOWING AND 441LBS OF BED PAYLOAD ATV TIRES / CVT TRANSMISSION</i> <sup>2</sup>	\$1,800.00 <sup>1</sup>	\$2,196.00 <sup>2</sup>
RTV-500-A <sup>1</sup> RTV500-A <sup>2</sup>	Delete Options - Specify <i>Model Downgrade: Orange/Grey Seats/15.8 Hp. Kubota 2 Cyl. Gas Liquid Cooled engine/EFI/VHT Plus Transmission/4WD/ROPS/ATV Tires. Real Tree Camo Upgrade: Add \$500.00</i> <sup>1</sup> <i>DOWNGRADE TO 15.8 HP 2 CYL FUEL INJECTED HST TRANSMISSION UNIT. SAME PAYLOAD AS ABOVE</i> <sup>2</sup>	\$750.00 <sup>1</sup>	\$1,496.00 <sup>2</sup>
RTV-500-H <sup>1</sup>	Delete Options - Specify <i>Model Downgrade: Orange/Grey Seats/15.8 Hp. Kubota 2 Cyl. Gas Liquid Cooled engine/EFI/VHT Plus Transmission/4WD/ROPS/Heavy Duty Worksite Tires. Real Tree Camo Upgrade: Add \$500.00</i> <sup>1</sup>	\$500.00 <sup>1</sup>	NA

Order Code	Add Options	Western & Southern	Northern & Central
RTV-X850G-A <sup>1</sup> RTV-X900W-A <sup>2</sup>	Additional Options - Specify <i>Model Upgrade: Orange/Grey Seats. Subaru 2 Cyl. Gas Engine 48.3 Hp./CVT-Plus Transmission/ROPS/4WD/Disc Brakes Front &amp; Rear. Manual Lift Cargo Box/ATV Tires. Top Speed 40 MPH +. Heavy Duty Worksite Tire Upgrade: Add \$400.00</i> <sup>1</sup> <i>UPGRADE TO WORK SITE MODEL. HYDRAULIC DUMP BED TILT STEERING/ GLOVE BOX/ 25 MPH / ORANGE</i> <sup>2</sup>	\$1,460.00 <sup>1</sup>	\$2,054.00 <sup>2</sup>
RTV-X900G-H <sup>1</sup> RTV-X1120G-A <sup>2</sup>	Additional Options - Specify <i>All Features of Base Spec Model With Worksite Tire Upgrade. *ARTV5205 Turf Tire Upgrade: Add \$600.00</i> <sup>1</sup> <i>UPGRADE TO HIGHER HORSEPOWER 24.8 HP/ 29 MPH MACHINE / ORANGE</i> <sup>2</sup>	\$400.00 <sup>1</sup>	\$1,600.00 <sup>2</sup>
RTV-X900W-A <sup>1</sup> RTV-X1140W-A <sup>2</sup>	Additional Options - Specify <i>Worksite Model Upgrade: Orange/Grey Seats/Hydraulic Cargo Box/Locking Glove Box/Full Front Guard/4WD/ROPS/ATV Tires. *RTV-X900R-A Real Tree Camo Model: Add \$600.00. *ARTV5205 Turf Tire Upgrade: Add \$600.00.</i> <sup>1</sup> <i>UPGRADE TO 4 SEAT VERSION / ORANGE. HYDRAULIC CARGO BED DUMP.</i> <sup>2</sup>	\$1,960.00 <sup>1</sup>	\$3,682.00 <sup>2</sup>
RTV-X900W-H <sup>1</sup> RTV-X900R-A <sup>2</sup>	Additional Options - Specify <i>Worksite Model Upgrade: Orange/Grey Seats/Hydraulic Cargo Box/Locking Glove Box/Full Front Guard/4WD/ROPS/Heavy Duty Worksite Tires. *RTV-X900R-H Real Tree Camo Model: Add \$600.00. *ARTV5205 Turf Tire Upgrade: Add \$600.00</i> <sup>1</sup> <i>UPGRADE TO CAMO VERSION OF WORK SITE MODEL/ HYDRAULIC DUMP / GLOVE BOX</i> <sup>2</sup>	\$2,185.00 <sup>1</sup>	\$2,504.00 <sup>2</sup>
RTV-X1120G-A <sup>1</sup> VC5011 <sup>2</sup>	Additional Options - Specify <i>Model Upgrade: Orange/Grey Seats/Higher 24.8 Hp. Engine/4WD/Half Doors/ROPS/ATV Tires. *RTV-X1120G-H Model Heavy Duty Worksite Tire Upgrade: Add \$400.00 *ARTV5205 Turf Tire Upgrade: Add \$600.00</i> <sup>1</sup> <i>PLASTIC CANOPY</i> <sup>2</sup>	\$1,425.00 <sup>1</sup>	\$475.00 <sup>2</sup>
RTV-X1140W-A <sup>1</sup> V5027 <sup>2</sup>	Additional Options - Specify <i>Model Upgrade: Adjustable Seating Model. Convert to 1 or 2 Rows of Seating/Adjustable Hydraulic Cargo Box/24.8 Hp./Locking Glove Box/4WD/ROPS/ATV Tires. *RTV-X1140R-A Real Tree Camo With ATV Tires: Add \$600.00. *ARTV5205 Turf Tire Upgrade: Add \$600.00</i> <sup>1</sup> <i>CLEAR ACRYLIC WINDSHIELD / PLASTIC TYPE</i> <sup>2</sup>	\$3,850.00 <sup>1</sup>	\$449.00 <sup>2</sup>

<b>VEHICLE:</b>	Diesel (RTVX900)			
<b>DEALER:</b>	Ridge Equipment Co., Inc.	Futch's Tractor Depot	Futch's Tractor Depot	Ridge Equipment Co., Inc.
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$10,483.00	\$9,696.00	\$9,696.00	\$10,233.00
RTV-X1140W-H <sup>1</sup> V4358 <sup>2</sup>	Additional Options - Specify Model Upgrade: Adjustable Seating Model. Convert to 1 or 2 Rows of Seating/Adjustable Hydraulic Cargo Box/24.8 Hp./Locking Glove Box/4WD/ROPS/Heavy Duty Worksite Tires. *RTV-X1140R-A Real Tree Camo With ATV Tires: Add \$600.00. *ARTV5205 Turf Tire Upgrade: Add \$600.00 <sup>1</sup> REAR VIEW MIRROR <sup>2</sup>		\$4,250.00 <sup>1</sup>	\$49.00 <sup>2</sup>
RTV-X1100CW-A <sup>1</sup> VC5020 <sup>2</sup>	Additional Options - Specify Model Upgrade: Orange/Grey Seats Factory Cab Model With A/C-Heater/Defroster/Fully Opening Roll-Down Windows/Hydraulic Dump Box/24.8 Hp./4WD/ATV Tires. *RTV-X1100CW-H With heavy Duty Worksite Tires: Add \$400.00. *RTV-X1100CR-H Real Tree Camo With Heavy Duty Worksite Tires: Add \$800.00 <sup>1</sup> LAMINATED WINDSHIELD GLASS TYPE <sup>2</sup>		\$7,488.00 <sup>1</sup>	\$1,410.00 <sup>2</sup>
Spray Package I <sup>1</sup> V5237 <sup>2</sup>	Additional Options - Specify Base Spray Package. Covers Bed Liner and Foot Well Areas. All RTV850/900/1100/1120 Models. *RTV-X1140 Models: \$599.00 **Spray Package II: Covers Underbody/All Models: Add \$199.00 <sup>1</sup> TURN SIGNAL KIT <sup>2</sup>		\$499.00 <sup>1</sup>	\$372.00 <sup>2</sup>
RTV-WRP <sup>1</sup> VC5244 <sup>2</sup>	Additional Options - Specify Fire-Police-Safety Wrap: Black/Military Green/Red/Blue/Yellow/White/Snow Camo <sup>1</sup> WINCH KIT 4000LBS <sup>2</sup>		\$399.00 <sup>1</sup>	\$837.00 <sup>2</sup>
77700-VC5011 <sup>1</sup> VC5057 <sup>2</sup>	Additional Options - Specify Black Poly Canopy: All RTV-X850/900/1120 Models. *77700-VC5043 RTV-X1140 Models: \$599.00. **77700-V4321 RTV400/500 Models: \$299.00 <sup>1</sup> 4 WAY STROBE FLASHERS / FITS VC WINDSHIELDS <sup>2</sup>		\$311.00 <sup>1</sup>	\$816.00 <sup>2</sup>
77700-VC5000 <sup>1</sup> V5236 <sup>2</sup>	Additional Options - Specify Metal Canopy: All RTV-X850/900/1120 Models. *77700-VC5001 Metal Canopy Orange: \$408.00. **77700-VC5044 Metal Canopy Black-RTV-X1140 Models: \$999.00 <sup>1</sup> BACK UP ALARM <sup>2</sup>		\$408.00 <sup>1</sup>	\$212.00 <sup>2</sup>
77700-V5027 <sup>1</sup> VC5000 <sup>2</sup>	Additional Options - Specify Clear Acrylic Windshield: All Models *V5027-FLD Folding Clear Windshield: All Models \$399.00 *77700-V5028 Tinted Acrylic Windshield: All Models \$419.00 *77700-VC5020: Laminated Glass Windshield/Wiper Ready (AS1)\$1,210.00 *77700-VC5023 Polycarbonate/Hard Coat/Wiper Ready \$1,101.00 *77700-VC5025 Tempered Glass Windshield (AS2) Wiper Ready \$743.00 **77700-VC5030 windshield wiper Kit Including Wire Harness (Fits VC Windshield Only) #334.00 **K7311-99280 Glass Windshield All 400/500 Models \$374.00 <sup>1</sup> GLASS WINDSHIELD FOR METAL CANOPY <sup>2</sup>		\$399.00 <sup>1</sup>	\$495.00 <sup>2</sup>
77700-VC5050 <sup>1</sup> ARTV5203 <sup>2</sup>	Additional Options - Specify LED Front (Pair) Work Lights With Mounts and Wiring Harness Kit-All Models *SM-1027 14" LED Light Bar with Wire Harness \$299.00 <sup>1</sup> HEAVY DUTY WORK SITE TIRES <sup>2</sup>		\$326.00 <sup>1</sup>	\$748.00 <sup>2</sup>
77700-VC5051 <sup>1</sup> ARTV5205 <sup>2</sup>	Additional Options - Specify Rear LED Work Light (1) Including Wiring Harness-All Models <sup>1</sup> TURF TIRE UPGRADE <sup>2</sup>		\$267.00 <sup>1</sup>	\$504.00 <sup>2</sup>
77700-VC5056 <sup>1</sup> rtvx1100 <sup>2</sup>	Additional Options - Specify Roof Mounted Yellow LED Strobe Light Includes Wiring Harness-All Models <sup>1</sup> a/c cab version with increased horse power <sup>2</sup>		\$286.00 <sup>1</sup>	\$6,553.00 <sup>2</sup>
77700-VC5057 <sup>1</sup>	Additional Options - Specify 4-Way Strobe Flashers Including Wiring Harness-All Models <sup>1</sup>		\$688.00 <sup>1</sup>	NA
K7591-99610 <sup>1</sup>	Additional Options - Specify Turn Signal/Hazard Light Kit (ROPS Or Cab)-All Models <sup>1</sup>		\$277.00 <sup>1</sup>	NA

<b>VEHICLE:</b>	Diesel (RTVX900)			
<b>DEALER:</b>	Ridge Equipment Co., Inc.	Futch's Tractor Depot	Futch's Tractor Depot	Ridge Equipment Co., Inc.
<b>ZONE:</b>	Western	Northern	Central	Southern
<b>BASE PRICE:</b>	\$10,483.00	\$9,696.00	\$9,696.00	\$10,233.00

GL2021 <sup>1</sup>	Additional Options - Specify <i>Spot Light Package-All Models <sup>1</sup></i>	\$248.00 <sup>1</sup>	NA
K7591-99640 <sup>1</sup>	Additional Options - Specify <i>Back Up Alarm Kit-All Models <sup>1</sup></i>	\$137.00 <sup>1</sup>	NA
77700-V4358 <sup>1</sup>	Additional Options - Specify <i>Left &amp; Right Side View Mirrors-All Models <sup>1</sup></i>	\$62.00 <sup>1</sup>	NA
77700-V4266 <sup>1</sup>	Additional Options - Specify <i>Interior Rear View Mirror-All Models <sup>1</sup></i>	\$56.00 <sup>1</sup>	NA
77700-V5200 <sup>1</sup>	Additional Options - Specify <i>2" Trailer Receiver Hitch Ball Mount Kit With 2" Ball-All Models <sup>1</sup></i>	\$36.00 <sup>1</sup>	NA
77700-5244 <sup>1</sup>	Additional Options - Specify <i>4000# Winch-All Models *77700-V4380 2500# Winch Including Mounting Platform for RTV500: \$528.00 <sup>1</sup></i>	\$599.00 <sup>1</sup>	NA
K7591-99320 <sup>1</sup>	Additional Options - Specify <i>Power Lift For Cargo Box-All Models <sup>1</sup></i>	\$999.00 <sup>1</sup>	NA
K7591-99150 <sup>1</sup>	Additional Options - Specify <i>CV Guard-Front *K7591-99160 CV Joint Guard Rear: \$99.00 <sup>1</sup></i>	\$99.00 <sup>1</sup>	NA
77700-VC5040 <sup>1</sup>	Additional Options - Specify <i>Rear Panel Enclosure-All Models <sup>1</sup></i>	\$574.00 <sup>1</sup>	NA
K7591-99450 <sup>1</sup>	Additional Options - Specify <i>Hand Throttle Kit (applications requiring full AUX Hydraulic pump flow for all ground speeds) *K7591-99810 Extended Oil Dipstick: \$83 <sup>1</sup></i>	\$99.00 <sup>1</sup>	NA
77700-V5012 <sup>1</sup>	Additional Options - Specify <i>Full Rapid Access Cargo Frame System. 77700-V4419 String Trimmer Holder: \$102.00 77700-V4421 Backpack Blower Holder: \$102.00 77700-V4422 cooler/Bucket Cruiser: 482.00 77700-V5015 Extender Basket: \$319.00 77700-V5016 Half Clip Basket: \$185.00 77700-V5017 Full Clip Basket:\$216.00 77700-V5018 Long Handle Tool Carrier: \$144.00 <sup>1</sup></i>	\$823.00 <sup>1</sup>	NA
MX-MUDSY41 <sup>1</sup>	Additional Options - Specify <i>ALL WEATHER OVERHEAD SOUND SYSTEM FOUR 6.5' ALL-WEATHER SPEAKERS INTERGRATED 4-CHANNEL AMPLIFIER SOURCE UNIT WITH BLUETOOTH 2.0 RECEIVER, AM/FM RADIO WITH RDS, 3.5MM AUX INPUT AND USB CHARGING, LED LIGHT AND CARGO NETS INCLUDED. COMPLETELY WATER RESISTANT, JUST HOSE OFF. <sup>1</sup></i>	\$650.00 <sup>1</sup>	NA
Fire-EMS <sup>1</sup>	Additional Options - Specify <i>Special Order: Custom Fire-Rescue Skids. Contact Dealer For Applications And Fitment <sup>1</sup></i>	NA <sup>1</sup>	NA
Sanitation Package <sup>1</sup>	Additional Options - Specify <i>Special Order: Sanitation Package. Comes Complete With Road Side Garbage Collection Tipper. All Stainless Steel Body. Contact Dealer Demo And More Details. <sup>1</sup></i>	NA <sup>1</sup>	NA

# Ridge Equipment Co.

Call Us first, for all of your equipment needs.

[www.ridgeequipment.com](http://www.ridgeequipment.com)

Corporate	6820 U.S. 27 North	Mailing	6820 U.S. 27 North
Office	Sebring, FL 33870	Address	Sebring, FL 33870
Direct	(863) 382-4157	Toll Free	(800) 295-2251
		Fax	(863) 382-0659

## PURCHASE QUOTE

Florida Sheriff's Association Bid #FSA19-VEH17.0

October 1st, 2019 thru September 30th, 2020

DATE 14-Nov-19 PAGE 1 of 2

REQUESTING AGENCY: Town of Surfside  
9293 Harding Ave., Surfside, FL 33154  
 CONTACT PERSON: Hector Gomez  
 PHONE NUMBER: (786) 778-1728  
 FAX NUMBER: \_\_\_\_\_ Email [hgomez@townofsurfsidefl.gov](mailto:hgomez@townofsurfsidefl.gov)

Kubota RTV-X900G-A Utility Vehicle - 4WD  
 Kubota 3 Cyl. Diesel 21.6 Hp./ROPS/2-Range HST/4WD/Cargo Bed/ATV Tires

MODEL: RTV-X900G-A SPECIFICATION # 2 Southern  
Base Spec Model with ATV Tires

Base Spec Color: Kubota Orange – Grey Seats BASE PRICE: \$10,233.00

OPTION #	DESCRIPTION	COST
RTV-X1140W-H	<b>Model Upgrade:</b> Adjustable Seating Model	\$4,250.00
	Converts to 1 or 2 Rows of Seating for Four (4)	
	Hydraulic Adjustable Cargo Bed/Kubota 3 Cyl. Diesel 24.8 Hp.	
	ROPS/2-Range HST/4WD/Heavy Duty Worksite Tires	
	(ATV Type Tire Available)	


TOTAL OF OPTIONS:	\$4,250.00
EXTENDED WARRANTY:	
SUB TOTAL	<b>\$14,483.00</b>

TAX	State Exempt
FLORIDA REGISTRATION	N/A
QTY 1	=
	<b>\$14,483.00</b>

*I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please feel free to contact me at any time, I will be happy to assist you.*

**Comments** *Delivery to your facility included.*

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Ridge Equipment Co. 59-2091512

VEHICLE QUOTED BY Scott Bradley, Commercial Sales Manager Cell: (863) 381-5771

"I Want to be Your Commercial Provider"

[sbradley@ridge-equipment.com](mailto:sbradley@ridge-equipment.com)



## MEMORANDUM

ITEM NO. 4A1

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** November 12, 2019 / **December 10, 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:<sup>1</sup>**

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

**Section 2. Town Code Amended.** The Code of 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 12<sup>th</sup> 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

**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. 4B1

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

**From:** Guillermo Olmedillo, Town Manager  
Lillian M. Arango, Esq., Town Attorney

**Date:** December 10, 2019

**Subject:** Ordinance Amending the Town's Purchasing Code (Chapter 3)

## **Background:**

At the November 12, 2019 Commission meeting, a discussion item was presented by the Town Administration seeking direction on updates and amendments to the Town's Purchasing Code (Chapter 3). Specifically, amendments were proposed to the Purchasing Code to increase the expenditure and spending authority of the Town Manager from the current cap of \$8,500 to \$25,000. In addition, the Town Administration sought direction on creating additional exemptions from competitive bidding as set forth in Section 3-13 of the Purchasing Code to address routine and recurring purchases, such as utilities and repairs, maintenance, services and purchases of equipment and materials in connection with all Town facilities and properties. The Town Administration also proposed 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 Commission directed staff to prepare an ordinance amending the Purchasing Code with the recommended updates and revisions for first reading to be considered at the December 10, 2019 Commission meeting.

## **Analysis:**

The attached Ordinance amends the Purchasing Code increase the expenditure and spending authority of the Town Manager to \$25,000, creates additional exemptions from competitive bidding or procurement for routine and recurring purchases, as detailed in Section 3-13, and revises section 3-7 to amend the small purchases procedures to require three quotes or bids for purchases in excess of \$15,000.

It is periodically necessary for the 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 was last substantively revised in 2006 and is 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.

**Staff and Budget Impact.** The proposed Ordinance will result in less staff time incurred in purchasing and competitively bidding for routine and recurring goods and services, and will result in streamline and increased efficiency in the Town's purchasing procedures and operations.

**Commission Direction.** It is recommended that the Town Commission adopt the attached Ordinance amending the Town's Purchasing Code, consistent with the Commission's direction at the November 12, 2019 meeting.

Reviewed by: JG and GO

Prepared by: LMA

**ORDINANCE NO. 2019-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE  
TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3  
“PURCHASING” OF THE TOWN CODE RELATING TO  
PURCHASING LIMITATIONS AND EXEMPTIONS FROM  
COMPETITIVE BIDDING; PROVIDING FOR  
CODIFICATION; PROVIDING FOR SEVERABILITY;  
PROVIDING FOR CONFLICTS; PROVIDING FOR  
INCORPORATION OF RECITALS; AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 3 of the Town Code, “Purchasing”, contains purchasing procedures for the Town of Surfside (“Town”) applicable to expenditure of public funds in connection with procurement and purchasing of good, services and construction; and

**WHEREAS**, the cost of purchasing goods and services has increased since the purchasing limitations of \$8,500 were established in the Town Code, and timely and effective purchasing is necessary for the proper functionality, operation and efficiency of the Town; and

**WHEREAS**, the Town Commission wishes to amend Section 3-6(c) of the Town Code to increase the spending limit or authority to \$25,000 without Town Commission approval for the purchase of goods and services; and

**WHEREAS**, the Town Commission wishes to amend section 3-7 of the Town Code to modify the small purchasing procedures to require three quotes or bids for purchases in excess of \$15,000; and

**WHEREAS**, the Town Commission wishes to further amend and expand Section 3-13 of the Town Code to provide for additional exemptions from competitive bidding for the purchase of goods and services; and

**WHEREAS**, the Town Commission finds that amending Chapter 3 of the Town’s Code as set forth herein is in the best interest of the Town, and will provide for the timely and effective purchasing by the Town and promote functionality and operational efficiency.

**NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE  
HEREBY ORDAINS:<sup>1</sup>**

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<sup>1</sup> Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double-strikethrough~~ and double underline.



**Section 1. Recitals Adopted.** That the above-stated recitals are hereby adopted and confirmed.

**Section 2. Amending Chapter 3 of the Town Code.** That Chapter 3, “Purchasing”, of the Town Code is hereby amended and shall read follows:

\* \* \*

## **Chapter 3 – PURCHASING**

### **Sec. 3-1. - Purpose.**

The purpose of the purchasing procedures of the Town of Surfside (hereinafter, "chapter") is to provide for the fair and equitable treatment of all persons involved in purchasing by the town, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

#### **Sec. 3-1.1. - Non-discrimination ; contract requirements ; waiver.**

(a) *Definitions.* As used in this section, the following terms shall have the following meaning:

*Boycott* means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

*Business* means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

(b) *Contract requirements; waiver.*

- (1) The town shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section.
- (2) The town commission may, in its sole discretion, elect to waive the requirements of this section upon an affirmative vote when the town commission deems the waiver necessary for the health, safety, or welfare of the town.

### **Sec. 3-2. - Applicability.**

This chapter applies to contracts for the procurement of supplies, services and construction entered into by the town after the effective date of this chapter. It shall apply to every expenditure of public funds by the town for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or state assistance of contract funds,

the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations or state law or regulations. Nothing in this chapter shall prevent the Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

### **Sec. 3-3. - Public access to procurement information.**

Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided in such statute.

### **Sec. 3-4. - Establishment of purchasing agent.**

The town manager or his/her designee (for all purposes) shall be the chief purchasing agent of the town. Subject to the terms of this chapter, and unless the town attorney chooses otherwise, the purchasing agent shall contract for, procure or so process the procurement, purchase, storage and distribution all supplies, materials, equipment and certain contractual services required by any office, department or agency of the town. The purchasing agent shall establish and enforce specifications, inspect or supervise the inspection of all deliveries and have full and complete charge of, and be responsible for, all supplies, materials, and equipment purchased for or belonging to the town. All expenditures pursuant to this chapter shall conform to the provisions of the Town Charter.

### **Sec. 3-5. - Unauthorized purchases.**

Except as herein provided in this chapter, it shall be a violation of this chapter for any town officer, employee, or other person to order the purchase of, or make any contract for, materials, supplies or services within the purview of this chapter, in the name of or on behalf of the town other than through the purchasing agent or a designee of the purchasing agent, and the town shall not be bound by any purchase order or contract made contrary to the provisions herein.

### **Sec. 3-6. - Purchasing limitations; effect on competitive bidding requirement.**

- (a) *Purchases less than ~~\$2,500.00~~ 15,000.00.* Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended within a fiscal year is not in excess of \$15,000.00 ~~2,500.00~~ may be made or entered into by the town manager without submittal to the town commission and without competitive bidding. Single purchases or contracts in excess of \$15,000.00 ~~2,500.00~~ shall not be broken down to amounts less than \$15,000.00 ~~2,500.00~~ to avoid the requirements of this section.
- (b) *Purchases of \$15,000.00 ~~2,500.00~~ or more but less than ~~\$8,500.00~~ 25,000.00.* Purchases of, or contracts for, materials, supplies, equipment, improvements, or services for which funds are provided in the budget, where the total amount to be expended within a fiscal year is \$2,500.00 ~~15,000.00~~ or more, but which do not exceed ~~\$8,500.00~~ 25,000.00 may be made, or entered into, by the town manager without submittal to the town commission, but shall require compliance with the competitive bidding requirements set forth in Section 3-7(a) of this chapter. Single purchases or contracts in excess of \$25,000.00 ~~8,500.00~~ shall not be broken down to amounts less than \$25,000.00 ~~8,500.00~~ to avoid the requirements of this section.

- (c) *Purchases in excess of \$~~25,000.00~~<sup>8,500.00</sup>*. The town commission shall approve all purchases of or contracts for materials, supplies, equipment, public improvements, or services where the total amount to be expended within a fiscal year is more than ~~\$25,000.00~~<sup>8,500.00</sup>, ~~except expenditures for purchases of equipment or contracts for repairs, maintenance and replacement for public works and utilities where the amount to be expended is less than \$25,000.00.~~
- (d) *Purchases in excess of \$25,000.00*. For purchases in excess of \$25,000.00 the town commission shall follow the formal provisions ~~below~~<sup>as set forth in Section 3-7(b)</sup>.
- (e) *[Purchases in excess of budget.]* The town manager may not purchase or contract for any item or service which exceeds any budget appropriation until such a time the town commission amends the budget to increase the appropriation to the applicable level.
- (f) *Local preference*. There shall be a five-percent local preference given to local businesses who are holders of current town local business tax receipts for businesses which are physically located within the town limits of Surfside and a three-percent local preference given to local businesses who located outside the corporate limits of the Town of Surfside but are holders of current town local business tax receipts for businesses which are physically located within a ten-mile radius of the corporate limits of the Town of Surfside (hereinafter referred to as "local bidder"). Said five-percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the selection committee evaluating competitive quotations, bids or proposals which are governed by this section of the Code. The local preference shall not apply if the solicitation specifications of the town so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:
- (1) A local preference for competitive quotations, bids or requests for proposals shall only be applied when the funds to be used to purchase said items or pay for such services are general funds of the city and not funds received from the federal government, the State of Florida or Miami-Dade County. In cases of the use of those funds, no local preference shall apply.
  - (2) Local preference shall not apply when the funds to be used for the purchase of such goods or the payment for such services are funds derived from grants or loans from any other governmental entity, including any taxing power approved for a special use by any other governmental agency such as tax increment financing and other approved government grants or loans.
  - (3) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the town commission shall not reject the low bid solely based upon the locale of the said business, provided however, that if a local bidder has submitted a bid that comes within three-percent of the actual lowest bid, the bid may be awarded to the local bidder automatically, assuming it is otherwise determined to be the lowest most responsive, responsible bidder.

### Sec. 3-7. - Competitive bidding procedure.

- (a) ~~*Purchases of \$15,000.00 or more but less than \$25,000.00*~~~~*Purchases under \$25,000.00.*~~
- (1) Whenever competitive bidding is required by this chapter, the town manager ~~shall~~may direct that bid proposals which provide specifications for the purchase or contract be prepared.
  - (2) The town manager shall solicit bids from at least three persons or entities engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services.
  - (3) The town manager may publish a public invitation to bid items, ~~under \$25,000.00.~~
  - (4) Bids shall be awarded to the lowest, most responsive, responsible bidder, as determined by the town commission and/or the town manager as the case may be, subject to the right of the town to reject any and all bids, to waive any irregularity in the bids or bidding procedures and subject also to the right of the town to award bids and contracts to bidders other than the low bidder. Until a formal contract is executed, the town reserves the right to reject all bids.
- (b) *Purchases \$25,000.00 or more.* Bids for purchases of \$25,000.00 or more shall be awarded in the same manner as purchases as set forth in subsection 3(a) above, except these additional requirements shall pertain:
- (1) *Conditions for use.* All contracts with the town in amounts over \$25,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in this chapter, or as otherwise approved by town commission.
  - (2) *Invitation for bids.* An invitation for bids (including, but limited to, RFPs and RFQs) shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
  - (3) *Public notice.* Public notice of the invitation for bids shall be given not less than 14 calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by publication in a subscription newspaper of general circulation in the town. The notice shall state the place, date, and time of bid opening. All bids shall be received in the town manager's office on, or before, the date and time set forth in the notice.
  - (4) *Bids; bid opening.*
    - a. Sealed bids will be initiated on the outside of the envelope by the person receiving the package, the time and date will be stamped on the envelope which should be marked "important, bid enclosed." The bid package will be held in a secure place until the scheduled time for the bid opening.
    - b. Bids shall be opened publicly, in the presence of one or more witnesses, at the time and place designated in the public notice of the invitation for bids. The amount of each bid and such other relevant information as the town manager deems appropriate, together with the name of each bidder, shall be recorded.

- (5) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, or request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole, or in part, as may be specified in the solicitation, when it is in the best interests of the town. The reasons therefore shall be made part of the contract file. Each solicitation issued by the town shall state that the solicitation may be canceled and that any bid or proposal may be rejected, in whole or in part, in the best interests of the town. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.
- (6) *Correction or withdrawal of bids; cancellation of awards.* In general, bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. However, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted, where appropriate. Mistakes discovered before bid opening may be modified, or the bid may be withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the town, or fair competition, shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- a. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
  - b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.
  - c. Notwithstanding the foregoing, the town commission shall have the authority to waive any and all irregularities in any and all proposals.

### **Sec. 3-8. - Award.**

- (a) All contracts shall be awarded by the town manager, as stated above, to the lowest responsible and responsive bidder. In addition to price, there shall be considered the following:
- (1) The capacity, ability and skill of the provider to perform the contract;
  - (2) Whether the provider can perform the contract within the time specified without delay or interference;
  - (3) The character, integrity, reputation, judgment, experience and efficiency of the provider;
  - (4) Professional licensure required when service of a skilled nature as required by law to perform such service and/or skill;
  - (5) The quality of performance of previous contracts;
  - (6) The previous and existing compliance by the provider with laws and ordinances relating to the contract;

- (7) The ability of the provider regarding future maintenance and service for the use of the subject of the contract;
- (8) The town manager may, by administrative order, establish a set of criteria of a numerical nature that may be utilized in awarding contracts hereunder.
- (b) The contract shall be awarded by the town manager or the town commission, as the case may be, with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
- (c) In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the town commission does not make available additional funds, the town manager is authorized, when time or economic considerations preclude resolicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not changed with the lowest, most responsive and responsible bidder, in order to bring the bid within the amount of available funds. Final negotiation shall be in written form as approved by the town manager.
- (d) The town retains the right to reject all bids should negotiations fail. This negotiation may not be used to ascertain the lowest responsive and responsible bid.
- (e) Until a formal contract is executed, the town reserves the right to reject all bids.

**Sec. 3-9. - Responsibility of bidders or offerors.**

If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsive, a written determination of non-responsibility, setting forth the basis of the finding shall be prepared by the town manager or the purchasing agent. Grounds for determination of nonresponsibility may include, but are not limited to, the unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsive bidder or offeror. The final determination shall be made part of the contract file and be a public record.

**Sec. 3-10. - One response.**

If only one responsive bid or proposal for commodity or contractual service is received, in response to an invitation for bid/proposal, an award may be made to the single bidder/proposer, if the town manager finds the price submitted is fair and reasonable, and that other prospective bidders had reasonable opportunity to respond, or there is not adequate time for resolicitation. Further, the town manager reserves the right, if it is in the best interests of the town, to negotiate with the sole bidder/proposer for the best terms, conditions and price. The town manager shall document the reasons that such action is in the best interest of the town. Otherwise, the bid/proposal may be rejected and:

- (1) New bids or offers may be solicited;
- (2) The sole bid/proposal may be rejected;
- (3) If the town manager determines in writing that the need for the supply or service continues, but that the price of the one bid/proposal is unreasonable and there is not time for resolicitation or resolicitation would likely be futile, the procurement may then be conducted under section 3-13(4) or (6), as appropriate.



### **Sec. 3-11. - Bidding documentation to remain property of town.**

All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the town and will not be returned to the bidders. In the event of contract award, all documentation and work product produced as part of the contract shall become the exclusive property of the town. This subsection is applicable to request for proposal and request for letter of interest documents, which also become property of the town.

### **Sec. 3-12. - Waiver of competitive bidding procedures.**

The town commission may authorize the waiver of competitive bidding procedures upon the recommendation of the town manager that it is in the town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

### **Sec. 3-13. - Exemptions from competitive bidding.**

The following shall be exempt from the competitive bidding procedures outlined in this chapter:

- (1) Transactions described in section 3-6 of this chapter.
- (2) Contracts for professional services, except for those contracts ~~of more than \$8,500.00 for professional services~~ governed by F.S. § 287.055 (the Consultants Competitive Negotiations Act).
- (3) Purchases made under state general service administration contracts, federal, county or other governmental contracts, ~~or~~ competitive bids with other governmental agencies, or through cooperative purchasing.
- (4) Purchases arising out of or because of emergencies which shall be defined as a situation, occurrence or matter necessitating immediate or quick action and not permitting adequate time to utilize the competitive bidding process. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.
- (5) Under circumstances where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant).
- (6) Supplies, equipment or services available from a sole source only may be exempted from the bidding requirements of this chapter by the town manager upon the filing of a written request by a department head to the town manager outlining the conditions and circumstances involved, after conducting a good faith review of available sources, a contract may be awarded without competition when the town manager or purchasing

agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the town. The town manager or purchasing agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be available as a public record and shall identify each purchase order and/or contract.

(7) Exempt contractual services and products. Other exempt contractual services and products not subject to the competitive procurement requirements of this Code are listed as follows:

- a. ~~Academic program reviews or lectures or seminars by individuals, Postage, common carrier shipments, paralegal services, expert witnesses, court reporters, abstracts of titles for real property, and title insurance for real property;~~
- a.b. ~~Memberships dues for professional, trade or other similar organizations, job-related travel, seminars, tuition, registration fees, training, and health and employment related screenings and inquiries;~~
- b.c. ~~Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, sculpture and the like. However, contracts for artistic instructors, coaches and assistants are deemed contractual services subject to the requirements of competitive procurement.~~
- e.d. ~~Performing artists, event organizers, and entertainment, recreational and sports providers~~ ~~ers~~ as approved by the town manager/~~purchasing agent~~ when deemed in the town's best interests, for the benefit of the citizens of Surfside and the general public at any town ~~sanctioned activity~~~~function~~.
- d.e. ~~Advertising, legal notices, promotional materials, and patented and/or copyrighted materials;~~
- e.f. ~~A~~ ~~P~~public works and utilities purchases or contracts for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, related to all Town facilities, properties, fleet and infrastructure, including but not limited to, stormwater, electric, lighting, water, sewer, ~~telephone~~telecommunications, roads, buildings, and sidewalks;
- g. ~~Items purchased for resale to the public;~~
- h. ~~Services provided by institutions of higher learning, non-profit organizations, and other governmental entities;~~
- i. ~~Food and catering services;~~
- j. ~~Renewal of software and hardware licenses and maintenance agreements; and~~
- f. ~~Parts and supplies required for Town operations and administration, including, but not limited to, bathrooms, breakroom, office and police or public safety-related supplies and equipment.~~

(8) Competitive proposals shall not be required when a purchase is made for materials, equipment, prefabricated elements and components, appliances, fixtures and supplies,

bought under a sales tax saving procedure constituting part of a construction project award, which construction contract has been awarded in accordance with this chapter.

**Sec. 3-14. - Contract administration.**

- (a) A contract administration system designed to ensure that a bidder/offeror/contractor is performing in accordance with the solicitation under which a contract was awarded and the terms and conditions of the contract shall be maintained by the town manager.
- (b) All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the town in a contract file by the town manager and be retained and disposed of in accordance with the records retention guidelines and schedules approved by the town clerk.

**Sec. 3-15. - Protest procedures.**

This article shall govern any protest made by a participant in any competitive process utilized for the selection of a person or entity in regard to any response to a town request for proposal/invitation to bid and/or request for qualification ("request for proposals").

- (1) Protest of any town recommendation for an award in response to a request for proposals shall be filed with the town clerk and mailed by the protesting to all participants in the competitive process within seven days of the town's recommendation for an award or the town's actual award whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of \$250.00 to reimburse the town for all administrative costs associated with the appeal process. Any grounds not stated shall be deemed waived.
- (2) Protests shall be referred by the town clerk to the town attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the town's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the town clerk.
- (3) Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the town attorney.
- (4) The hearing examiner's findings and recommendations shall be presented to the town commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the town commission. The notice shall include the hearing examiner's findings and recommendations.
- (5) Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror or contractor.

**Sec. 3-16. - Ethics in public contracting.**

In addition to all ethical rules and guidelines set forth by the commission on ethics, the Code of the Town of Surfside, the Miami-Dade County Code, as applicable to the Town of Surfside, and

the State of Florida, the town manager may impose any one or more of the following sanctions on a town employee for violations of ethical standards set forth by the town, Miami-Dade County or the State of Florida including, but not limited to, oral or written warnings or reprimands, suspension with or without pay for specified periods of time or termination of employment. For nonemployees, for violations of ethical standards, the town commission may terminate any contract with the Town of Surfside.

\* \* \*

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

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

**Section 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.** That this Ordinance shall become effective on second reading.

**PASSED** on first reading on the \_\_\_\_ day of December, 2019.

**PASSED AND ADOPTED** on second reading on the \_\_\_\_ day of January, 2020.

**First Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**Second Reading:**

Motion by: \_\_\_\_\_

Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION**

Commissioner Daniel Gielchinsky \_\_\_\_\_

Commissioner Michael Karukin \_\_\_\_\_

Commissioner Tina Paul \_\_\_\_\_

Vice Mayor Barry Cohen \_\_\_\_\_

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

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Daniel Dietch, Mayor

Attest:

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Sandra Novoa, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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



# MEMORANDUM

ITEM NO. 4B2

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** December 10, 2019

**Subject:** Pension Ordinance enhancing pension benefits for non-public safety employees to conform maximum benefit limitations and retirement ages

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**Background:** After a comprehensive review of pension benefits, it was discovered that up to 63% of General Employees will reach the maximum benefit limitation ("cap") before they are eligible to retire. The Pension Board unanimously recommended this Ordinance to partially align retirement ages with the maximum benefit cap and to make the City more competitive with other cities.

**Analysis:** The Pension Plan ("Plan") currently contains a 68% maximum benefit cap. It is anticipated that 35 (of 56) General Employees will reach the cap before Normal Retirement Eligibility. This represents approximately 63% of the current active general population, should these employees remain in the Plan until their Normal Retirement Date.

Based on an analysis of surrounding municipalities, it was determined that nearby cities have: 1) lower retirement ages, 2) higher maximum benefit caps (or no caps), 3) higher cost-of-living adjustments (COLAs), and lower vesting requirements. See attached survey. Surfside employees contribute 8% of their pensionable earnings into the Retirement System for lower pension benefits.

The proposed Ordinance seeks to better align Normal Retirement Eligibility with the maximum benefit cap. It will also align the General Employees with the current Normal Retirement Age of our sworn employees. The Ordinance would also improve employee recruitment and retention by making Surfside's pension benefits more competitive with competing municipalities.

Section 1 of the Ordinance would reduce Normal Retirement ages for all non-public safety employees, with the exception of the Town Manager and Town Attorney.

Section 2 would increase the maximum benefit cap for General Employees from 68% to 80% of pensionable compensation.



Section 3 would increase the annual cost-of-living (COLA) adjustment from 1.5% to 2%.

All proposed amendments would apply effective January 1, 2020, for future retirees.

Budget Impact: There is no budgetary impact this fiscal year. As calculated by the Pension Board's actuary, the cost of this Pension Ordinance will be approximately 3.0% of pensionable payroll per year as follows:

- Lower Retirement Age (\$132,292)
- 2% COLA (\$34,093)
- Increased maximum benefit cap of 80% (\$41,842).

If adopted together, the cost decreases from \$208,227 to \$182,548 (representing a savings of \$25,679).

Programming: The Pension Ordinance is proposed to have an effective date of January 1, 2020. Benefit enhancements would not apply to existing retirees, only future retirees.

Commission direction: It is requested that the Commission approve the proposed Pension Ordinance. The outside professionals employed by the Pension Board is available to answer any questions, along with Town staff.

Reviewed by

Prepared by: Pension Board General Counsel, Adam Levinson, Esq., Klausner Kaufman Jensen Levinson



Retirement Benefit Comparison for General Employees  
October 2019

RETIREMENT BENEFIT	SURFSIDE	BAL HARBOUR	BAY HARBOR	MIAMI BEACH
Normal Retirement Date (general employees)	*62 birthday and 15 years of credited service; or	* <u>Age 57 regardless of service;</u> * 55 birthday and 25 years of credited service; or * 30 years of continuous service, regardless of age	*52 birthday and 20 years of credited service; or * 55 birthday and 10 years of credited service; or * 65 birthday without regard to length of credited service	* <b>Age 50 and 5 years of credited service</b> (Tier A- All other members); or
	* 65 birthday and 10 years of credited service			* <b>Age 55 and 5 years of credited service</b> (Tier B - AFSCME hired on or after April 30, 1993; members classified as GSA or other hired on or after August 1, 1993, members of CWA hired on or after February 21, 1994; and unclassified members hired on or after October 18, 1992)
				* Age 55 and 30 years of service or age 62 with 5 years of service (Tier C - All members hired on or after September 30, 2010 (October 27, 2010 for members of CWA). Benefits for employees hired on or after July 14, 2010 and prior to September 31, 2013- The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age <b>48</b> to be eligible for "Rule of 70" retirement.
Benefit CAP	68 % general; 80 % Senior Mgmt	100%	100%	90 % cap for Tier A members; 80% cap for Tier B and C members

Retirement Benefit Comparison for General Employees  
October 2019

RETIREMENT BENEFIT	SURFSIDE	BAL HARBOUR	BAY HARBOR	MIAMI BEACH
Current Multiplier	2.8 % general employees, and 3% senior management	3%	2.75%	3%
Vesting Schedule	5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80% ; 9 years of service = 90% and 10 years of service = 100 %	Less than 1 year of service= 0 %; 1 year of service = 10%; 2 years of service= 20%; 3 years of service = 30%; 4 years of service= 40%; 5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80% ; 9 years of service = 90% and 10 years of service = 100 %	For members who terminate service on or after February 12, 2018 :  * Less than 5 completed years of service = none  * 5 completed years of service = 100%	
COLA	1.50%	2.50%		2.5 % Tier A and Tier B; 1.5% Tier C
Member Contribution	8%	8%	At a minimum 2% ; General employee members desiring to increase their benefit accrual rate for memberservice may at their individual discretion, elect to make additional, voluntary contributionsto the fund such that the total amount will be any full percentage rate from threepercent to ten percent.	12 % Tier A; 10% Tier B and C

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING CHAPTER 2, ARTICLE V, DIVISION 2 OF THE CODE OF THE TOWN OF SURFSIDE REGARDING THE RETIREMENT PLAN FOR EMPLOYEES OF THE TOWN OF SURFSIDE; AMENDING SECTION 2-176(a) OF THE TOWN CODE TO LOWER RETIREMENT AGES FOR NON-PUBLIC SAFETY EMPLOYEES CONSISTENT WITH MAXIMUM BENEFIT LIMITATIONS; AMENDING SECTION 2-176(c) OF THE TOWN CODE TO INCREASE THE MAXIMUM BENEFIT LIMITATION FROM 68% TO 80% FOR GENERAL EMPLOYEES; AMENDING SECTION 2-192 OF THE TOWN CODE TO INCREASE THE COST OF LIVING ADJUSTMENT FROM 1.5% TO 2% PER YEAR FOR NON-PUBLIC SAFETY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”);

**WHEREAS**, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

**WHEREAS**, general employees currently contribute 8% of pensionable earnings;

**WHEREAS**, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

**WHEREAS**, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

**WHEREAS**, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

**WHEREAS**, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

**NOW, THEREFORE, BE IT ORDAINED** by the Town Commission of the Town of

Surfside:

**Section 1.** SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
  - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
  - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
  - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
  - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

**Section 2.** SECTION 2-176(c), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered

after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

- (i) For each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final



compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (~~68%~~ 80%) of monthly average final compensation, effective January 1, 2020.

**Section 3.** SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

**Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.**

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
  - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

**Section 4.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 5.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

**Section 7.** This ordinance shall become effective upon final passage.

**PASSED AND ADOPTED ON FIRST READING**, this \_\_\_\_ day of \_\_\_\_\_, 2019.

**PASSED AND ADOPTED ON SECOND READING**, this \_\_\_\_ day of \_\_\_\_\_, 2020.

ATTEST:

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

Second by: \_\_\_\_\_

Vice Mayor Daniel Gielchinsky      yes\_\_\_\_      no\_\_\_\_

Commissioner Barry Cohen	yes___	no___
Commissioner Michael Karukin	yes___	no___
Commissioner Tina Paul	yes___	no___



**Town of Surfside  
Town Commission Meeting  
November 12, 2019  
7:00 pm**

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

**Date:** November 4, 2019 / December 10, 2019

**Prepared by:** Daniel Dietch, Mayor

**Subject:** Climate Emergency Resolution

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**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. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A CLIMATE EMERGENCY; URGING THE STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO DECLARE A CLIMATE EMERGENCY; REQUESTING REGIONAL COLLABORATION ON A TRANSITION PLAN AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE AND SUSTAINABLE CLIMATE; PROCLAIMING A CALL TO ACTION FOR THE TOWN TO CONTINUE EFFORTS TOWARDS ADAPTATION, MITIGATION AND RESILIENCY STRATEGIES, INCLUDING IMPLEMENTATION OF THE TOWN'S CLIMATE CRISIS REPORT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 Town of Surfside (the “Town”) has experienced the disruption and destruction already wrought by climate change through hurricanes, flooding, and other climatic events, that are also evidenced nationwide and worldwide by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather; and

**WHEREAS**, the ecological effects of climate change are driving an increased rate of extinction of species, which could consequently devastate ecological stability and much of the biological life on Earth for future generations; and

**WHEREAS**, reaching zero greenhouse gas emissions around the globe will require a drawdown or removal of all the excess carbon from the atmosphere, and to implement measures to protect all people and other biological species, requiring a coordinated emergency mobilization on a global scale; and

**WHEREAS**, the Town is directly impacted by climate change through climatic events of increased number and size and has engaged in a series of efforts on climate adaptation, mitigation and resiliency initiatives, as detailed in the Town’s Climate Crisis Report; and

**WHEREAS**, the Town has forged strategic relationships with the Southeast Florida Regional Climate Change Compact, the Resilient 305 Program through the 100 Resilient Cities Initiative of the Rockefeller Foundation, the Compact of Mayors, the American Flood Coalition, the Youth Environmental Alliance, Florida International University, the University of Miami, Environment America’s “Mayors for Solar Energy,” Solar United Neighbors, ICLEI-Local Governments for Sustainability and The CLEO Institute to build a broad coalition to support strengthening the Town’s adaptation, mitigation and resiliency initiatives; and

**WHEREAS**, the Town has focused its attention on safeguarding our community through:

- 1) adaptation including such initiatives as revamping its floodplain management regulations, improving its stormwater system, advocating for beach re-nourishment and enhancing its Zoning Code; 2) mitigation including such initiatives as creating a Property Assessed Clean Energy (PACE) District, establishing Florida Friendly landscaping requirements, enhancing our urban canopy, incentivizing the installation of solar PV systems, and completing a greenhouse gas emissions inventory; and 3) resiliency including such initiatives as creating a community garden and dog park, various programs that build a sense of community, creating the Sustainability and Resiliency Committee, and hiring a Sustainability and Resiliency Officer; and

**WHEREAS**, the Town is committed to pursuing policies and programs that are ecologically sustainable, equitable and just for all such as prohibiting the use of plastic straws, certain fertilizers, and polystyrene food service articles that negatively impact the Town’s environment; and



**WHEREAS**, the Town wishes to act as a global leader by both converting to an ecologically, socially and economically regenerative economy at emergency speed and by catalyzing a unified and coordinated climate emergency mobilization effort; and

**WHEREAS**, the Town commits to Town-wide climate emergency mobilization efforts to reverse climate change, aiming, with appropriate financial and regulatory assistance from Miami-Dade County, the State of Florida, and Federal authorities, to decrease and minimize Town-wide greenhouse gas emissions as quickly as possible to safely drawdown carbon from the atmosphere and accelerate adaptation and resiliency strategies in preparation for intensifying climate impacts; and

**WHEREAS**, the Town further commits to educating its residents about the climate emergency and working to catalyze climate emergency mobilization efforts on local, state, national, and global levels to provide maximum protection for its residents and property owners; and

**WHEREAS**, the Town understands the need for full community participation, inclusion, and support and recognizes that Town residents, property owners and community organizations that include faith, youth, labor, academic institutions, condominium associations, and a diverse range of civil society institutions will be integral to and in the leadership of the mobilization effort; and

**WHEREAS**, the Town further commits to keeping the concerns of vulnerable communities central to climate emergency mobilization efforts and inviting and encouraging such communities to actively participate in order to advocate directly for their needs; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents and property owners 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.**     **Declaration of Climate Emergency; Call to Action.** That the Town Commission hereby declares a climate emergency, urges the State of Florida and the United States government to declare a climate emergency, and requests regional collaboration on an immediate emergency mobilization effort to restore a safe climate. The Town Commission hereby declares an immediate call to action, consistent with the Town's Climate Crisis Report, to mobilize and engage in continued efforts to achieve adaption, mitigation and resiliency initiatives aimed at addressing climate impacts.

**Section 3.**     **Transmittal.** That the Town Clerk is directed to send a copy of this Resolution to the Speaker of the United States House of Representatives, the Majority Leader of the United States Senate, each Florida Senator and Representative in the United States Congress, the Mayor and members of the Commission of Miami-Dade County, all municipalities within Miami-Dade County, all members of the South Florida Legislative Delegation, the Florida League of Cities, and the Miami-Dade County League of Cities.

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

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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:**

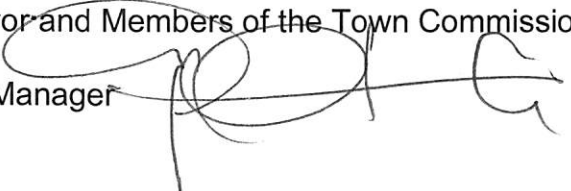
\_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Town Attorney



## MEMORANDUM

ITEM NO. 5B

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

**From:** Guillermo Olmedillo, Town Manager 

**Date:** December 10, 2019

**Subject:** Introduction of Climate Crisis Report and Action Plan, First Edition

Surfside faces a significant and growing threat from the changing climate and sea-level rise. Over the next 40 years, the Town expects to experience two feet or more of sea-level rise, and approximately six feet by the end of the century.<sup>1</sup> The Town also faces risks from intensifying hurricanes and from heat: Compared with 1970, Greater Miami today experiences approximately 75 more days with high temperatures above 90 °F.<sup>2</sup>

These climate trends pose significant challenges to health, safety, property and quality of life for Surfside residents. Within the next years and decades, the Town is likely to experience additional nuisance and "sunny day" flooding, increases in flood insurance costs, impacts to property values, and intrusion of saltwater into regional drinking water supplies – to name just a few impacts of the rising sea. Heat and an increase in heavy rainfall increase vulnerability to blue-green algae blooms and red tide, impacting the lives of residents and business-owners. And, an increase in hurricane intensity means Surfside faces a greater risk of property damage and a higher likelihood of having to evacuate prior to a storm.

One widely used definition of resilience is "the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow, no matter what kinds of chronic stresses and acute shocks they experience."<sup>3</sup> This idea of "resilience" or "resiliency" is often applied in the context of a response to the changing climate, whether describing adaptation efforts (e.g., restoring dune systems to protect against storm surge), mitigation measures (e.g., installing solar panels to reduce carbon dioxide emissions) or other actions to respond to the shocks and stresses that accompany the changing climate (e.g., hurricane preparedness education, identifying financing

<sup>1</sup> "Unified Sea Level Rise Projection," p. 5. Southeast Florida Regional Climate Change Compact. Published October 2015. Accessed November 11, 2019. <https://southeastfloridaclimatecompact.org/wp-content/uploads/2015/10/2015-Compact-Unified-Sea-Level-Rise-Projection.pdf>

<sup>2</sup> "More Extremely Hot Days: Miami." Climate Central, using data from the [Applied Climate Information System](#) (a system developed, maintained and operated by the National Oceanic and Atmospheric Administration (NOAA) Regional Climate Centers). Accessed November 11, 2019. <https://medialibrary.climatecentral.org/resources/more-extremely-hot-days-2019>

<sup>3</sup> "What Is Urban Resilience?" *100ResilientCities.org*. 100 Resilient Cities, 2019. Accessed November 11, 2019. <http://www.100resilientcities.org/faq/>

mechanisms for homes and businesses). However, it should be noted that the concept of “resilience” can be applied in the context of other shocks and stresses not related to the changing climate (e.g., mass shootings, cyberterrorism and high housing costs are also threats to a community’s resilience).

Over the past ten years, the Town Commission and Administration have authorized and implemented many community-based initiatives to build the community fabric through the lens of resiliency (e.g., modifications to the Zoning Code, creating a community garden and dog park, etc.). In Fiscal Year 2020, the Town budget explicitly addressed climate change issues for the first time, with an item titled “Surfside 305 Strategic Climate Action Plan”; of \$200,000 budgeted for that item, approximately \$97,000 remains, with significant funding going to the creation of a reserve to support Surfside’s climate resiliency in the future. Current work, which benefits from the efforts of our Sustainability and Resiliency Committee, includes the stormwater master plan, beach re-nourishment (which can help buffer the impacts of storms), completing a greenhouse gas emissions inventory, a grant-funded flood vulnerability assessment and the hiring of a Sustainability and Resiliency Officer. In addition, the Town has forged relationships with other units of government and various non-governmental organizations to implement resiliency initiatives and support legislation at the federal, state and county levels. However, given the magnitude of the climate change-related resilience challenges Surfside faces, there’s a critical need for a comprehensive strategy to identify, prioritize, fund and execute actions in response to present and future climate change impacts.

Calvin, Giordano & Associates, Inc. and the Town of Surfside, assisted by the University of Miami School of Architecture’s LU\_lab, have developed a first edition of a “Climate Crisis Report” detailing the Town’s vulnerabilities and outlining an initial action plan to respond. The action plan includes steps ranging from re-evaluation of the zoning code in light of rising seas, to identifying green infrastructure projects that reduce the Town’s flood vulnerabilities, to coordinating with regional, state and federal agencies, as well as Bal Harbour and Bay Harbor Islands, on projects and funding opportunities related to water management and hurricane preparedness. A significant focus of the action plan and the overall report is enhancing communications and engagement with Surfside residents and business owners: to take just two examples, in November, the Town and LU\_lab hosted a resilience workshop to engage residents on possible future street re-design, and the first-edition Climate Crisis Report includes the framework for a toolkit to support and engage residents in decision-making and adaptation to changing climate conditions. The action plan also encourages Surfside’s continued engagement with Resilient 305, the resilience collaboration among Miami-Dade County and the cities of Miami and Miami Beach, toward increasing capacity through resource-sharing and toward improving coordination on regional challenges such as hurricane evacuation and recovery.

The Sustainability and Resiliency Committee has been asked to review the first edition of the Climate Crisis Report, to recommend changes if needed and to prioritize the dozens of recommended action items. That review may take several months because of the number and scope of actions. However, the Town Manager and staff are presenting this first edition of the Climate Crisis Report now, before the S&R Committee has completed

its review, for four reasons: (1) the climate emergency resolution under consideration by the Town Commission; (2) a request by the Planning and Zoning Committee for three resilience items for them to work on in the new year; (3) the need to respond to intensifying climate change impacts including “sunny day” flooding, stronger hurricanes and upcoming changes to the U.S. flood insurance market; and (4) the need to inform state and federal partners and the private sector (particularly insurers, reinsurers and bond ratings agencies) of Surfside’s past, present and future climate resilience efforts.

This fall, the Town hired its first Sustainability and Resiliency Officer. Housed jointly in the Executive and Planning Departments, the officer’s duties include helping to oversee and coordinate work on first and future editions of the Climate Crisis Report, ensuring that staff and community members are educated on climate change and the recommended actions, and that they receive clear and consistent communication through workshops, staff trainings and other outreach. Additionally, the officer will draw from her knowledge of local, regional, state, federal and global resilience efforts to assist residents, Town staff, the Town Commission, the Sustainability and Resiliency Committee in an ongoing process of identifying, refining, prioritizing and funding policies and projects to adapt to climate change impacts and mitigate future greenhouse gas emissions. Many of these policies and projects are actions within the climate crisis action plan; others may be identified and recommended in the years to come.

The Climate Crisis Report forms the backbone of what has to be a massive and comprehensive response to rising seas, hotter temperatures, stronger storms and other climate change impacts to Surfside. It is a list of proposed actions that includes no requests for funding, but the strong recommendation that the Town’s budget be centered on resilience going forward.

We respectfully request that the Town Commission:

- Adopt the Climate Crisis Report, First Edition with the understanding that this is the first edition only. Subsequent editions may return to the Commission for input on adding, removing or otherwise modifying actions;
- Request a timeline for implementation of actions. This timeline is to be developed by the Sustainability and Resiliency Committee, in consultation with Town staff and the Planning and Zoning Board, to be presented at the April 2020 Commission meeting for consideration; and
- Hold a public workshop on the Climate Crisis Report, First Edition.

Prepared by KS



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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A CLIMATE EMERGENCY; URGING THE STATE OF FLORIDA AND THE UNITED STATES GOVERNMENT TO DECLARE A CLIMATE EMERGENCY; REQUESTING REGIONAL COLLABORATION ON A TRANSITION PLAN AND EMERGENCY MOBILIZATION EFFORT TO RESTORE A SAFE AND SUSTAINABLE CLIMATE; PROCLAIMING A CALL TO ACTION FOR THE TOWN TO CONTINUE EFFORTS TOWARDS ADAPTATION, MITIGATION AND RESILIENCY STRATEGIES, INCLUDING IMPLEMENTATION OF THE TOWN'S CLIMATE CRISIS REPORT; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**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 Town of Surfside (the “Town”) has experienced the disruption and destruction already wrought by climate change through hurricanes, flooding, and other climatic events, that are also evidenced nationwide and worldwide by increased and intensifying wildfires, floods, rising seas, diseases, droughts, and extreme weather; and

**WHEREAS**, the ecological effects of climate change are driving an increased rate of extinction of species, which could consequently devastate ecological stability and much of the biological life on Earth for future generations; and

**WHEREAS**, reaching zero greenhouse gas emissions around the globe will require a drawdown or removal of all the excess carbon from the atmosphere, and to implement measures to protect all people and other biological species, requiring a coordinated emergency mobilization on a global scale; and

**WHEREAS**, the Town is directly impacted by climate change through climatic events of increased number and size and has engaged in a series of efforts on climate adaptation, mitigation and resiliency initiatives, as detailed in the Town’s Climate Crisis Report; and

**WHEREAS**, the Town has forged strategic relationships with the Southeast Florida Regional Climate Change Compact, the Resilient 305 Program through the 100 Resilient Cities Initiative of the Rockefeller Foundation, the Compact of Mayors, the American Flood Coalition, the Youth Environmental Alliance, Florida International University, the University of Miami, Environment America’s “Mayors for Solar Energy,” Solar United Neighbors, ICLEI-Local Governments for Sustainability and The CLEO Institute to build a broad coalition to support strengthening the Town’s adaptation, mitigation and resiliency initiatives; and

**WHEREAS**, the Town has focused its attention on safeguarding our community through:

- 1) adaptation including such initiatives as revamping its floodplain management regulations, improving its stormwater system, advocating for beach re-nourishment and enhancing its Zoning Code; 2) mitigation including such initiatives as creating a Property Assessed Clean Energy (PACE) District, establishing Florida Friendly landscaping requirements, enhancing our urban canopy, incentivizing the installation of solar PV systems, and completing a greenhouse gas emissions inventory; and 3) resiliency including such initiatives as creating a community garden and dog park, various programs that build a sense of community, creating the Sustainability and Resiliency Committee, and hiring a Sustainability and Resiliency Officer; and

**WHEREAS**, the Town is committed to pursuing policies and programs that are ecologically sustainable, equitable and just for all such as prohibiting the use of plastic straws, certain fertilizers, and polystyrene food service articles that negatively impact the Town’s environment; and

**WHEREAS,** the Town wishes to act as a global leader by both converting to an ecologically, socially and economically regenerative economy at emergency speed and by catalyzing a unified and coordinated climate emergency mobilization effort; and

**WHEREAS,** the Town commits to Town-wide climate emergency mobilization efforts to reverse climate change, aiming, with appropriate financial and regulatory assistance from Miami-Dade County, the State of Florida, and Federal authorities, to decrease and minimize Town-wide greenhouse gas emissions as quickly as possible to safely drawdown carbon from the atmosphere and accelerate adaptation and resiliency strategies in preparation for intensifying climate impacts; and

**WHEREAS,** the Town further commits to educating its residents about the climate emergency and working to catalyze climate emergency mobilization efforts on local, state, national, and global levels to provide maximum protection for its residents and property owners; and

**WHEREAS,** the Town understands the need for full community participation, inclusion, and support and recognizes that Town residents, property owners and community organizations that include faith, youth, labor, academic institutions, condominium associations, and a diverse range of civil society institutions will be integral to and in the leadership of the mobilization effort; and

**WHEREAS,** the Town further commits to keeping the concerns of vulnerable communities central to climate emergency mobilization efforts and inviting and encouraging such communities to actively participate in order to advocate directly for their needs; and

**WHEREAS,** the Town Commission finds that this Resolution is in the best interest and welfare of the residents and property owners 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.**     **Declaration of Climate Emergency; Call to Action.** That the Town Commission hereby declares a climate emergency, urges the State of Florida and the United States government to declare a climate emergency, and requests regional collaboration on an immediate emergency mobilization effort to restore a safe climate. The Town Commission hereby declares an immediate call to action, consistent with the Town's Climate Crisis Report, to mobilize and engage in continued efforts to achieve adaption, mitigation and resiliency initiatives aimed at addressing climate impacts.

**Section 3.**     **Transmittal.** That the Town Clerk is directed to send a copy of this Resolution to the Speaker of the United States House of Representatives, the Majority Leader of the United States Senate, each Florida Senator and Representative in the United States Congress, the Mayor and members of the Commission of Miami-Dade County, all municipalities within Miami-Dade County, all members of the South Florida Legislative Delegation, the Florida League of Cities, and the Miami-Dade County League of Cities.

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

**PASSED AND ADOPTED** on this 10<sup>th</sup> day of December, 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



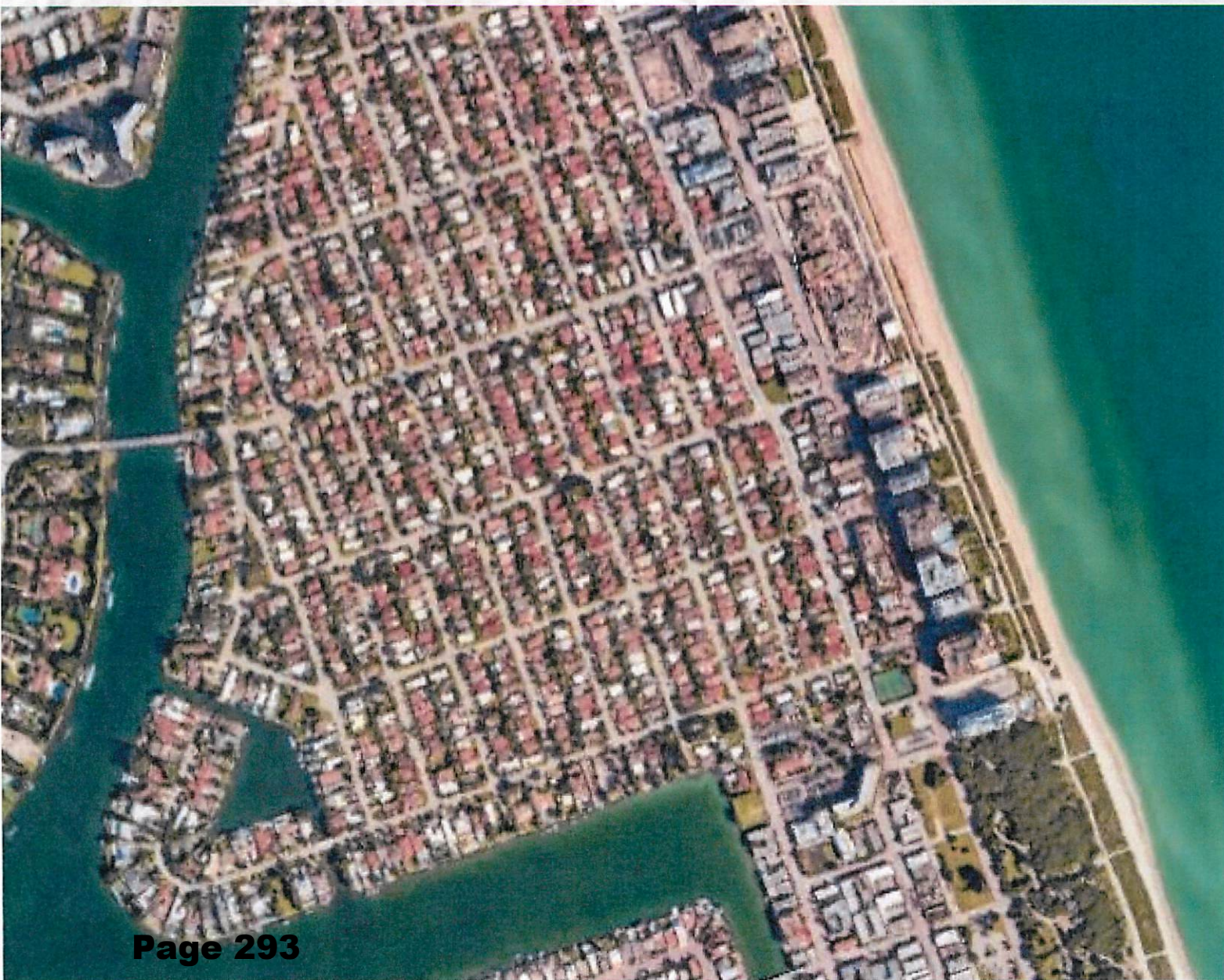


# TOWN OF SURFSIDE CLIMATE CRISIS



OVERVIEW, ACTIONS TAKEN + NEXT STEPS

FIRST EDITION | NOVEMBER 2019





# TEAM

## DEVELOPMENT TEAM

Daniel Dietch	MAYOR
Guillermo Olmedillo	TOWN MANAGER
Duncan Tavares	ASST. TOWN MANAGER

## CONSULTANTS

Calvin, Giordano & Associates, Inc.  
University of Miami School of Architecture **LU\_lab**

## REVIEWERS

SUSTAINABILITY + RESILIENCE COMMITTEE  
PLANNING + ZONING COMMITTEE  
TOWN COMMISSIONERS

# CONTENTS

1.0	CALL TO ACTION	05
2.0	LEXICON OF TERMS	06
3.0	CLIMATE RISK ASSESSMENT	
	REGIONAL OVERVIEW	09
	LOCAL IMPACTS	12
	PROJECTED SEA LEVEL RISE	14
	GREENHOUSE GAS EMISSIONS	18
4.0	COMMUNICATION + COMMUNITY	20
5.0	VULNERABILITIES + RISKS	22
6.0	ACTIONS TAKEN	26
7.0	RESOURCES + TOOLS	38
8.0	STRATEGIC NEXT STEPS	42
	RESILIENT 305	42
	SURFSIDE CLIMATE ACTION PLAN	44
9.0	LIST OF EXHIBITS	49

## INCLUDED EXHIBITS

SE.1	RESILIENT 305-SURFSIDE
SE.2	SURFSIDE-CLIMATE ACTION PLAN
SE.3	BEACH DUNE REPORT
SE.4	RESILIENCE ORDINANCES AND RESOLUTIONS LOG
SE.5	COMMUNITY ADAPTATION TOOLKIT





# CALL TO ACTION

**“In the short term, sea level rise is projected to be 6 to 10 inches by 2030 and 14 to 26 inches by 2060 (above the 1992 mean sea level). Sea level has risen 3 inches from 1992 to 2015. In the long term, sea level rise is projected to be 31 to 61 inches by 2100.”** These are the projections of the Southeast Florida Regional Climate Change Compact’s Unified Sea Level Rise Projection for Southeast Florida.

**“Human influence on the climate system is clear, and recent anthropogenic emissions of greenhouse gasses are the highest in history. Recent climate changes have had widespread impacts on human and natural systems.”** That is the headline statement from the Synthesis Report (SYR) of the Intergovernmental Panel on Climate Change (IPCC) fifth assessment report (AR5). Climate, generally defined as the weather conditions prevailing in an area in general or over a long period, is not static and is not anticipated to be. However, it is the rapidity in the change in climate that is now creating global shocks and stresses. It is the rapidity in the change in climate that has now created a global climate crisis.

There is consensus in the global scientific data that greenhouse gas (GHG) emissions are the causal factor in the current rapidly occurring changes to the climate. The principal GHGs are Carbon dioxide (CO<sub>2</sub>), Methane (CH<sub>4</sub>), Nitrous oxide (N<sub>2</sub>O), and fluorinated gasses such as Hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride, and nitrogen trifluoride. These gasses received the name ‘greenhouse gasses’ because they trap heat in the atmosphere. Global impacts will only increase in frequency and / or intensity over time if effective actions are not identified to reduce GHG levels in the atmosphere.



# LEXICON OF TERMS

**Adaptation\_** the process of changing to suit different conditions

**BFE\_** base flood elevation

**Climate Change\_** a change in global or regional climate patterns, in particular a change apparent from the mid to late 20th century onwards and attributed largely to the increased levels of atmospheric carbon dioxide produced by the use of fossil fuels

**Comprehensive Transportation\_** The distribution of mobility– personal, services and goods– through a comprehensive transportation approach reduces pressure on roadway networks. A comprehensive transportation approach includes small-scale short distance services through shared bike and scooter services, public mass transient methods and adaptability to new or developing services.

**Dry Floodproofing\_** for non-residential buildings, a flood mitigation technique that results in the building resisting penetration of flood water, with walls substantially impermeable to the passage of water and structural components having the capacity to resist specified loads

**Freeboarding\_** in the design of a structure, the additional height that the structure is protected from flood waters above the BFE is called the freeboard.

**Mitigation\_** the act of reducing how harmful, unpleasant, or bad something is

**NAVD 88\_** North American Vertical Datum, 1988

**Resilience\_** the capacity to recover quickly from difficulties; toughness

<b>Retreat_</b>	an act or process of withdrawing especially from what is difficult, dangerous, or disagreeable
<b>Shocks_</b>	acute, sudden, intense events that threaten a community, such as a hurricane
<b>Sea Level Rise [SLR]_</b>	an increase in sea level caused by a change in the volume of the world's oceans due to temperature increase, deglaciation (uncovering of glaciated land because of melting of the glacier), and ice melt.
<b>Storm Surge_</b>	a rising of the sea as a result of atmospheric pressure changes and wind associated with a storm
<b>Stresses_</b>	pressures that weaken the fabric of a community over time, such as recurrent flooding, or overtaxed or inefficient transportation or other infrastructure systems
<b>Tidal Flooding_</b>	the consistent occurrence of coastal saline waters collecting and impacting land areas that had historically been dry land areas, often during high tides or king tides
<b>Wet Flood-proofing_</b>	a flood mitigation technique designed to permit parts of the structure to intentionally flood, by equalizing hydrostatic pressures and by relying on the use of flood damage-resistant materials.



## 3.0 CLIMATE ASSESSMENT REGIONAL OVERVIEW

Florida is the third largest state by population. The southeast region is recognized as the fourth largest urban area in the country (projected to be 6.5 M by 2030), is one of fastest growing regions, and is characterized by:

- Dense urban coastal development with 140 miles of shoreline,
- Flat and low-lying topography,
- Porous geology,
- Active flood management, and
- Fragile natural resources.

These characteristics create challenges in that the porous geology does not allow for protection from sea level rise just through the use of levees or seawalls, the relatively flat topography increases the area prone to flooding and subject to surge, the dense urban development limits open space and green infrastructure options, and the protections provided by offshore reefs and other marine systems are degrading due to ocean acidification.



Dredging of Tamiami Trail, 1921.

Large scale systems such as regional water storage, protection of the aquifer and potable water source, functionality of the Central and South Florida flood control system, regional beach sediment management, protection of the offshore reef system, and regional transportation and infrastructure systems require a collaborated and cooperative regional approach; which the Town is actively doing and will continue to do. Effecting changes in the building code to ensure structural integrity of the built environment to projected increases in storm strength is a state-wide and larger cooperative effort. And reducing carbon emissions is an effort to be addressed at the local, regional, state, federal and global levels.

The Town does not have its own well-field, water or wastewater treatment facilities. The Town continues to coordinate with Miami-Dade on the production and transport of potable water to the Town and on the transport and treatment of wastewater



View of intricate water system providing drainage and water supply throughout southern Florida.

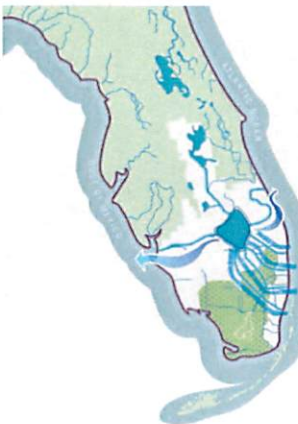
Created in 2013 the 100 Resilient Cities (100RC) program, pioneered by the Rockefeller Foundation, is dedicated to helping cities around the world become more resilient to the physical, social and economic challenges that are a growing part of the 21st century. In December of 2013 the Greater Miami and the Beaches (GM&B) area was selected in the first group of 32 cities to participate in this program. The program reference to the Greater Miami and the Beaches (GM&B), encompasses not only the Cities of Miami and Miami Beach but also includes the metropolitan areas of Miami-Dade County inclusive of Surfside. On July 8, 2019, The Rockefeller Foundation announced an \$8 million commitment to continue supporting the work of Chief Resilience Officers and member cities within the 100RC Network. GM&B recognizes the following as their regional 21st century shocks and stresses:

- Coastal / Tidal Flooding
- Hurricanes / Extreme weather events
- Inadequate Public Transportation Systems
- Infrastructure Failure
- Lack of Affordable Housing
- Poverty
- Rainfall Flooding
- Sea Level Rise / Coastal Erosion



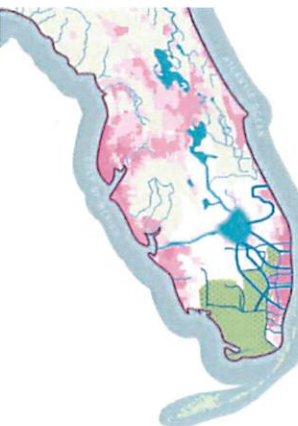
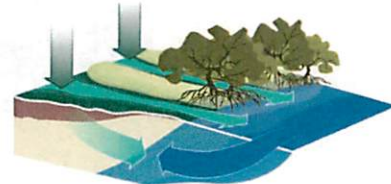
## HISTORICAL FLOW

The landmass that forms Miami-Dade County was originally a flat coastal ridge bounded by the dense mangrove forests along Biscayne Bay and the broad flat expanses of Everglades wetlands. The line between land and water was blurry and in constant flux.



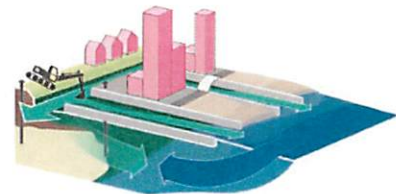
## 1899 -1927: DRAINING THE EVERGLADES

The US Army Corps of Engineers is given authority to regulate the navigable waterways and construction of obstructions such as dams. Approximately 225 miles of canals are dug over the next seven years to attract farm settlement and to accommodate steamboats for commerce. Later, six large drainage canals and 440 miles of smaller canals, including 47 miles of levees and 16 locks and dams are constructed to further drain the swampland, significantly lowering groundwater levels.



## 1970s-Present: DENSE DEVELOPMENT

The canal system effectively drained much of the wetlands in the western part of Miami-Dade County to allow population growth and infrastructure development. However, alterations in the water system have also led to a decline in water quality. Because our drinking water comes from the aquifer just below the land surface, and because a clean environment is vital to our tourism-based economy, it is essential we find ways to protect our water resources. Additionally, because so much is built so close to the water and just a few feet above sea level, there is a substantial risk of flooding.





## REGIONAL OVERVIEW [cont.]

As a part of the 100 Resilient Cities initiative, the Resilient 305 Strategy (named after the highly recognized area code) was developed; this is identified as **“a living document to address resilience challenges and encourage the 305 community (GM&B) to work together to better prepare for an increasing occurrence of shocks, such as hurricanes, and infrastructure failures, as well as better mitigate stresses, such as sea level rise and sunny day flooding, crippling traffic and severe economic inequities.”** The Resilient 305 report states that “over 50 actions have been identified, developed and organized for the Resilient 305 Strategy into three overarching goal areas: Places, People, and Pathways.”

The Resilient 305 program, also referred to as R305, met with the Town and produced a document specific to Surfside identifying tools and opportunities for the Town within the framework of the R305 Strategy. On June 11, 2019 through Resolution 19-2597 the Town pledged to join, collaborate and support the implementation of the Resilient 305 strategy. The Resilient 305 Surfside document is included as an exhibit to the Climate Crisis Plan.



305 Resiliency Plan: City of Miami, Miami Beach + Miami Dade County, 2019.

## 3.0 CLIMATE ASSESSMENT

### LOCAL IMPACT

Climate change is a global issue with regional and localized specific impacts. Due to the geophysical location and characteristics of the Town, sea level rise alone has the potential to be disruptive and destructive both physically and economically. Climate change also includes public health and socio-economic impacts. Outlined below are the projected local impacts.

#### 3.1 Locally the changing climate:

- Will bring varying precipitation patterns increasing the potentials for drought or flood;
- Has the potential to increased storm and hurricane intensity;
- Will cause prolonged periods of high temperatures threatening vulnerable members of the community and greatly increase energy use;
- Increases sea temperatures and ocean acidification compromising the viability of the offshore protective reef systems;
- Creates conditions to introduce and increase the presence of tropical diseases that have not historically been concerns; and
- Is causing rising sea levels.

Image of historic Miami and natural ecology.







### 3.2 Local sea level rise challenges include:

- Intrusion into the freshwater source for potable water;
- Increases in storm surges;
- Decreasing functionality of the storm-water drainage systems;
- Intrusion into storm-water and sewer system infrastructure;
- Flooding in neighborhoods and roadways;
- Releases of contaminants, debris, or hazardous materials associated with flooding; and
- Rising ground water elevations.
- Beach and dune erosion

### 3.3 Local socio-economic impacts include:

- Displacement;
- Decrease in property values and tax base;
- Increased costs to harden or replace infrastructure;
- Increases in insurance costs; and
- Loss of services and impaired access to infrastructure.

Historic images of natural barrier islands and future Miami Beach from 1919.





## 3.0 CLIMATE ASSESSMENT

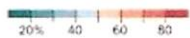
### PROJECTED SEA LEVEL RISE



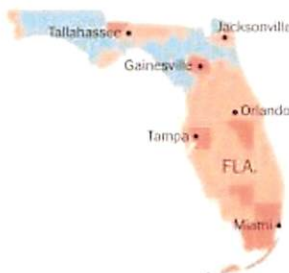
Southeast Florida Regional Compact logo and mission.

Per the IPCC, Florida is one of the more vulnerable areas in the U.S. to climate change impacts. In recognition of these impacts Broward, Palm Beach, Miami-Dade and Monroe Counties formed the Southeast Florida Regional Climate Change Compact (Compact) in 2009. The Compact coordinates mitigation and adaptation activities; provides valuable resources and data; and provides a substantive voice to jointly advocate for state and federal policies and funding. The Compact has developed the Regional Climate Action Plan (RCAP) and has defined regional climate and community indicators based on local, state, and federally produced data. The Compact produced the 2015 update of the Unified Sea Level Rise Projection for the Southeast Florida compact counties inclusive of Surfside.

Percentage of adults per county who are at least somewhat worried about global warming



STATE AVERAGE 57%

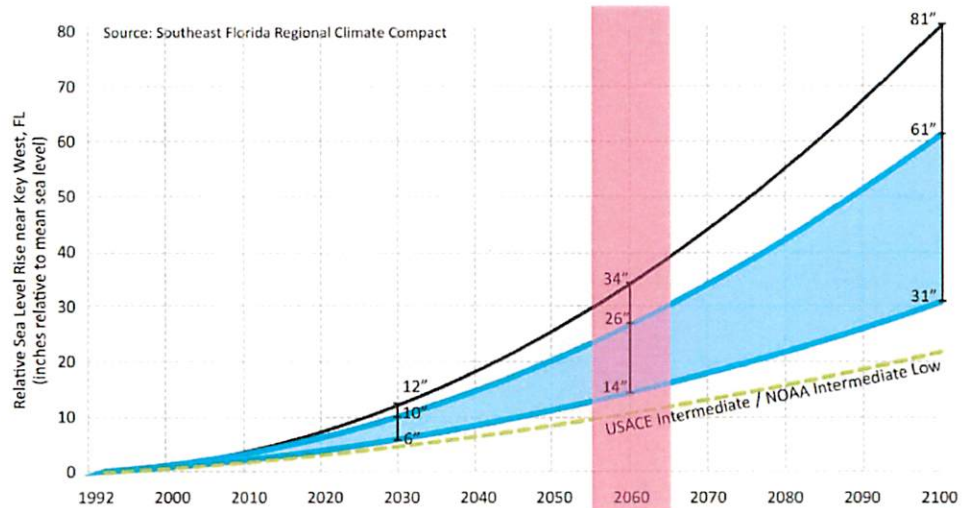


Sea Level Rise and Global Warning awareness mapped by Southeast Florida Regional Compact.

The updated report restated that the “objective of the unified sea level rise projection is for use by the Climate Compact Counties and partners for planning purposes to aid in understanding of potential vulnerabilities and to provide a basis for developing risk informed adaptation strategies for the region.” The unified sea level rise projection includes three curves, in descending order, the National Aeronautics and Space Administration (NOAA) High Curve, the U.S. Army Corps of Engineers (USACE) High Curve and a curve corresponding to the median of the IPCC Fifth Assessment Report. For critical infrastructure projects with design lives in excess of 50 years, use of the upper curve is recommended. The NOAA Jet Propulsion Laboratory (2015) has reported the average global sea level has risen almost 3 inches between 1992 and 2015 based on satellite measurements. Sea level rise in South Florida has been of similar magnitude over the same period (NOAA, 2015) but is anticipated to outpace the global average due to ongoing variations in the Florida currents and Gulf Stream.

To restate the report findings, “In the short term, sea level rise is projected to be 6 to 10 inches by 2030 and 14 to 26 inches by 2060 (above the 1992 mean sea level). Sea level has risen 3 inches from 1992 to 2015. In the long term, sea level rise is projected to be 31 to 61 inches by 2100.”

We will be dealing with 2 feet of sea level rise by approximately 2060



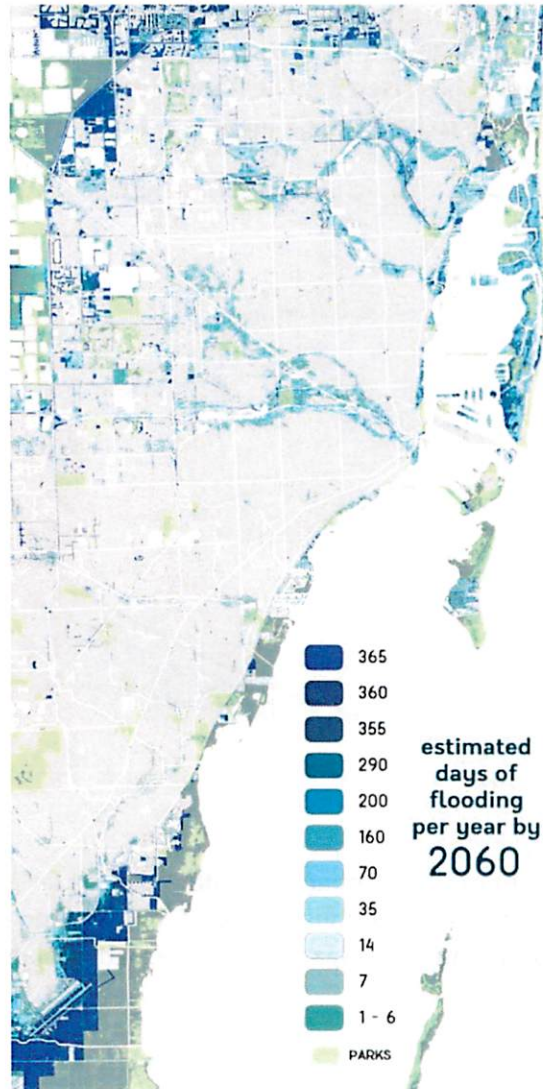
Southeast Florida Regional Compact Projections of Sea Level Rise.

It is the intent of the Compact to update the sea level rise projections every five to seven years, to continuously aid the Counties and the Cities of the Southeast region in preparation, mitigation and adaptation planning.

## 3.0 CLIMATE ASSESSMENT

### PROJECTED SEA LEVEL RISE [cont.]

Estimated days of flooding per year by 2060 show increased frequency and severity of King Tides will cause frequent flooding. Provided by Miami Dade County, analysis completed by Arcadis Inc.





## PROJECTED SEA LEVEL RISE

Below are maps of Surfside shown under the high NOAA, sea level projection curve for the years 2040, 2060 and 2080. Very limited impacts are projected for 2040, but the impacts increase for 2060 and significantly more for 2080, providing long range guidance under the high projection curve scenario.

2040



Estimated flood inundation by 2040.  
Data based on: <https://sls.geoplan.ufl.edu/#about>. Scenario NOAA, high projection curve.

2060



Estimated flood inundation by 2060.  
Data based on: <https://sls.geoplan.ufl.edu/#about>. Scenario NOAA, high projection curve.

2080



Estimated flood inundation by 2080.  
Data based on: <https://sls.geoplan.ufl.edu/#about>. Scenario NOAA, high projection curve.

## 3.0 CLIMATE ASSESSMENT

### SURFSIDE GREENHOUSE GAS EMISSIONS INVENTORY

The Town is a participating member in ICLEI-Local Governments for Sustainability. ICLEI is “a global network of cities, towns and regions committed to building a sustainable future.” ICLEI provides technical assistance in many regards but in particular in conducting carbon emission inventories; and they provide access to ClearPath™ a leading online software platform for completing greenhouse gas inventories. The Town is in the process of compiling the data necessary to enter into the ClearPath software to complete an emissions inventory specific to the Town, and to establish a baseline for the Town to be able to determine what emissions reductions they may be able to move forward with. Establishing the carbon emissions for a community informs climate action planning, demonstrates accountability and leadership, and enables aggregation of GHG emission data across regions, among other benefits.





## 4.0 COMMUNICATION + COMMUNITY

Effective communication helps civic and government partners, and citizens understand their community's capacities, strengths, weaknesses, and risks in a comprehensive way. Public information and outreach are essential components in the resilience toolkit. Effective communication facilitates cohesion, a sense of community and civic buy-in.

The Resilient Cities, Resilient Lives Learning from the 100RC Network Abridged Version July, 2019 document states that the “business-as-usual models of reactive planning and siloed decision-making will not generate the fundamental strength and flexibility essential for us to thrive in the face of the shocks and stresses of the 21st century.” Resilience planning requires forward thinking; without a cohesive sense of community, residents will not feel invested in forward thinking outcomes. Civic buy-in for needed resilience measures is impeded without a shared sense of investment.

From a superficial look at just bold headlines, addressing climate impacts seems daunting; however, the stresses are incremental and are more and more being defined and refined. The impacts are not unexpectedly occurring and can be planned for. In the local context, communicating the following manageable incremental steps to increase resilience aids in capacity building.

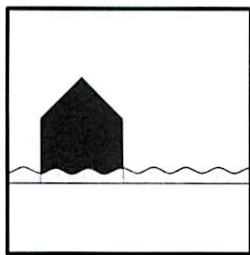
- **Understand the local impacts**
- **Identify the local vulnerabilities**
- **Prioritize the local vulnerabilities**
- **Implement the best resiliency strategy for the priority vulnerabilities**
- **Develop a time-line that addresses short term | medium | long term strategies**

## 4.0 COMMUNICATION + COMMUNITY

Strategic resilience options include but are not limited to protection, accommodation, managed retreat, or avoidance. Through emissions reductions, preparedness, mitigation and adaptation, the Town can increase resilience and reduce the current and projected adverse impacts from the changing climate. Strategic resilience options also require the development and implementation of an effective public information program. Effective communication increases understanding of these options and the outcomes.

## 5.0 VULNERABILITIES + RISKS [cont.]

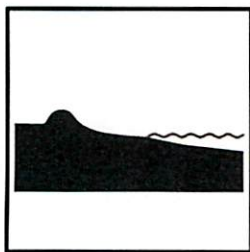
Although communities can be at risk to a variety of shock events such as terrorist attacks, biohazards, hacking of computer systems, disruptions to communication, transportation or other infrastructure systems, or to widespread disease outbreaks, and are subject to a variety of stressors that may be transportation or socio-economic in nature, the focus of this report is climate and this section will focus on the most prominent climate related vulnerabilities and risks.



INUNDATION

**Inundation** – sea level rise puts the Town at risk of inundation. In 2012 the Compact and the individual Compact Counties completed a region-wide and county-wide sea level rise inundation vulnerability assessment. The assessment ran inundation scenarios at 1, 2 and 3 feet of sea level rise. The report produced countywide Maps at 1, 2, and 3 Foot Sea Level Rise highlighting Possible and More Likely Impacts. The maps did not show any impacts for the Town at 1 and 2 foot of sea level rise but did show impacts at the 3-foot level. The report can be found at: <http://www.southeastfloridaclimatecompact.org/wp-content/uploads/2014/09/vulnerability-assessment.pdf>.

The University of Florida GeoPlan Center provides the Sea Level Scenario Sketch Planning Tool. The tool helps to identify transportation infrastructure vulnerable to current and future flood risks using sea level rise (SLR) scenarios from the U.S. Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration (NOAA) / National Climate Assessment. This tool is found at <https://sls.geoplan.ufl.edu/#about>. [SEE MAPS IN SEA LEVEL RISE SECTION]



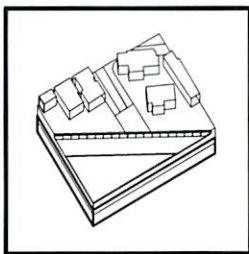
BEACH AND DUNES

**Beach and dunes** – this protective natural system is by nature unstable. The Town recognizes the protective value of the beach and dune system, particularly to the Town's main thoroughfares that are also main thoroughfares for the entire barrier island. The Town also recognizes that beaches and dunes are constantly subject to erosional forces and are not stable systems. The Town obtained beach dune



## 5.0 VULNERABILITIES + RISKS [cont.]

height topographic survey information with a grid of cross section elevations traversing from the ocean Bulkhead line to the edge-of-water along the Atlantic coastline and compiled a Beach Dune Report to understand the conditions, ownership, responsibility designations, and the applicable regulatory structure of the beach and dune system to guide future decisions on the management and protection of this protective coastal system. An U.S. Army Corps of Engineers (USACE) driven project is placing 330,000 cubic yards of sand along the beach front of Surfside. Work on this beach renourishment project began in mid-August of 2019. The Town is an active partner with the USACE and Miami-Dade County in this project. The Town has provided surveying services and provided the permit processing services for this project. See Exhibit 8.2 Beach and Dune Report.

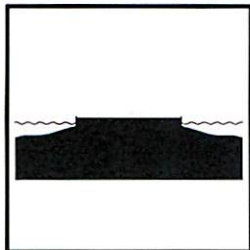


BAYSIDE EDGE

**Bayside Shorelines / Seawalls** – not all seawall heights within the Town provide protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels. Although the porous geology of south Florida does not allow for protection from sea level rise just through the use of levees or seawalls; seawalls can however provide a level of protection from storm surge, nuisance and seasonal high tide flooding, and short-term elevated water levels. The Town obtained two Florida Inland Navigation District (FIND) grants to financially assist in replacing and elevating all Town owned seawalls and has raised all Town owned seawalls. At the time the Town replaced and elevated the Town owned seawalls, the Town residents and businesses were provided a very competitive rate to replace seawalls their seawalls through the contractor working on the Town project. No residents took advantage of that opportunity. The Town also adopted an ordinance that specifically requires the following: “The elevation for the top of shore end of all groins or other shore protective work shall be plus five feet above mean low water; the elevation for the top of seaward end of all groins and other shore protective work shall be +2.5 feet above mean low water; and the elevation of the top of all seawalls fronting on the waters of

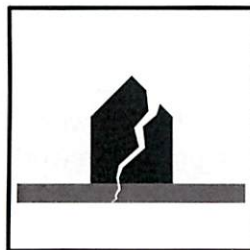
## 5.0 VULNERABILITIES + RISKS [cont.]

Biscayne Bay, Indian Creek and Point Lake shall be plus five feet above mean low water.” This ordinance provides for an initial, and for an ever-increasing height as the mean low water line increases. Unfortunately, until all seawalls are uniformly elevated to a specified protective height, flood protection is limited.



BATHYMETRY  
TOPOGRAPHY

**Topography** – the low elevation of the Town places it at risk of inundation from sea level rise, storm surge and hinders effective stormwater management. The Town is relatively flat and has very low elevation, particularly on the west side making the Town very vulnerable to sea level rise, storm surge and stormwater ponding. In the Town’s ongoing efforts to develop accurate, effective and comprehensive flood reduction strategies, in 2018 the Town obtained elevation data at all street centerline intersections of the public rights-of-way within the Town. The street intersection data will produce specific and accurate information on the lowest locations within the Town. This data will be incorporated into the Town’s GIS database to cross reference FEMA Flood Insurance Rate Maps (FIRM) data, infrastructure data, historic site data and all other data layers the Town has developed. The analysis of this data will enable the Town to direct planning efforts and strategies toward the infrastructure, critical facilities and adjacent properties in specific locations; direct Capital Improvements funds most effectively; and assist the Town in assessing and developing effective freeboard criteria as needs arise.



AGING  
INFRASTRUCTURE

**Aging Infrastructure** - inefficiencies and failures increase with aging systems. The Town of Surfside is an older, built-out community. The Town was founded in 1935. Much of the infrastructure in the Town is old, not only Town owned and controlled infrastructure but the infrastructure in place through FDOT, FPL, TECO, Miami-Dade County or other service providers. The older stormwater drainage system designed for lower sea levels, lower ground water levels, lower rainfall patterns and less pervious surfaces is less efficient. The Town Hall that houses

## 5.0 VULNERABILITIES + RISKS [cont.]

the Emergency Operations Center (EOC) is an older building constructed before the Florida Building Code was updated to enhance storm protection, and before increased elevations were required for vital facilities.



STORM EVENT

**Shocks and Stresses** – hurricanes and chronic flooding are the most prominent.

**Shocks:** The most significant natural disaster threat the Town needs to plan for is the event of a hurricane; tornadoes may accompany these extreme weather events. Hurricanes have the potential to cause widespread property and infrastructure destruction and damage from wind and water, and can incapacitate water, sewer, communication and transportation systems and the capacity for police and emergency responders to function. The changing climate is projected to increase storm and hurricane intensity.



RISING SEAS

**Stresses:** The most persistent stressor in the Town is chronic flooding. Rising seas, increased rainfall and rising ground water elevations will only exacerbate this problem with time.



RISING  
GROUND WATER



## 6.0 ACTIONS TAKEN

Global, national, state and regional agencies and actions are necessary in addressing the impacts of climate change and are vital partners to cities, but cities are the key to effective climate actions. The vast majority of people and assets on the planet are in cities. Cities are uniquely positioned, and often are the only entity, to identify, prioritize and implement the best strategies for local conditions. The Town has taken an early and aggressive leadership position in addressing resilience and in forming effective alliances and partnerships. Resilience is a commitment by the Town and continues to be. Below is a brief overview of the Town's climate leadership actions.

### 6.1 FEDERAL + STATE INCENTIVES

The Town cannot take federal or state actions but does influence those actions by establishing relationships and effective communications to relay the needs of and the views of the Town on state and federal legislative matters. Below are several matters the Town has taken an active position on.

- Urged the U.S. Congress to pass the Energy Innovation and Carbon Dividend Act (H.R. 763) Resolution No. 19 – 2572
- Opposing Federal considerations for Offshore Drilling Including Seismic Airgun Blasting, Resolution 18-2528
- Urged the US Congress to establish a Fund to Financially Assist and Support Local Governments, such as the Town of Surfside, Florida in Developing and Implementing Solutions to Sea Level Rise and Related Impacts, Resolution 16-Z-2360
- Urging Expedition and Completion of the Biscayne Bay Coast Wetlands Project, Resolution 17-2413
- Urged the Florida Legislature to allocate \$300 Million of the Funds in the Land Acquisition Trust Fund Annually Toward Land Acquisition, Resolution 16-2351

## 6.0 ACTIONS TAKEN [cont.]

- Supporting the Central Everglades Planning Project, Resolution 12-2105 and Resolution 14-2222
- Encouraging the return or recycle of all beverage containers and other recyclable materials, Resolution 11-2011
- The Town supported the Active Design Miami: Design and Policy Strategies for Healthier Communities implemented by the Miami Center for Architecture & Design (MCAD) as part of a contract with the Florida Department of Health, funded through the Centers for Disease Control.
- Miami Beach Fund, urging the US Congress to Fund the Study of Foreign Sand Use in Beach Nourishment Projects in Miami-Dade County, Resolution 18-2486
- Urging The United States Congress to Support Language In The FY 2018 Federal Appropriations Bill and the 2018 Disaster Recovery Supplemental Providing For 100 Percent Federal Funding of the South Atlantic Coastal Study Authorized In Section 1204 of the Water Infrastructure Improvements For The Nation Act, With The Necessary Language And Funding To Ensure Inclusion of the Previously Authorized Central and South Florida Flood Control Project and Its Area as Part of This Study
- Urging the Florida Legislature and the FL Public Service Commission to require expedited conversion of overhead electric distribution facilities to underground facilities. Resolution 17-2473

### 6.2 STRATEGIC ALLIANCES

Strategic alliances with like-minded organizations amplify your voice and your efforts. The Town has effectively sought out and established alliances with organizations that amplify the Town's resilience efforts. Below is a list of a few of the Town's effective alliances.

## 6.0 ACTIONS TAKEN [cont.]

- Southeast Florida Regional Climate Change Compact. The Town of Surfside early on endorsed the 'Mayor's Climate Action Pledge' on May 5, 2013, in support of the Southeast Florida Regional Climate Change Compact and the Regional Climate Action Plan.
- **Mayor's Beach Alliance.** This is a coalition of the Miami-Dade barrier Island municipalities to create a unified voice to urge the County, State and Federal governments to develop long term solutions to beach erosion and restoration.
- **Compact of Mayors.** This is the largest global alliance for city climate leadership, partners to the Compact of Mayors include C40, ICLEI, UCLG and UN Habitat.
- **American Flood Coalition.** This is a nonpartisan group of political, military, business, and local leaders that have come together to drive adaptation to the reality of higher seas, stronger storms, and more frequent flooding.
- **Resilient 305.** This is a Greater Miami and the Beaches coalition working together to prepare for 21st century shocks and stresses and implement unified resiliency strategies.
- **Youth Environmental Alliance.** The Town is providing logistical support for the Youth Environmental Alliance (YEA) in connection with the Miami-Dade County environmental enhancement and education grant program for environmental education funding. The Town also had partnered with YEA on a Town sea oats dune planting project. YEA is instrumental in delivering hands-on educational programs focusing on Florida's fragile ecology and restoration and recreational opportunities, their programs target underserved communities.
- **Florida International University (FIU).** The Town has engaged the FIU's Lehman Center for Transportation Research (LCTR) to study the Town's



## 6.0 ACTIONS TAKEN [cont.]

and neighboring municipalities' transportation systems.

- **University of Miami.** The Town is currently working with the University School of Architecture, Littoral Urbanism (LU\_Lab) on a the development of a comprehensive urban resilient strategy.
- **Environment America's "Mayors for Solar Energy".** This organization is building a broad, bipartisan community of mayors and providing tools they need to advance solar.
- **Solar United Neighbors.** This organization is a community of people building a new energy system with rooftop solar as the cornerstone. They help people go solar. The Town is supporting their efforts.
- **ICLEI-Local Governments for Sustainability.** ICLEI is "a global network of cities, towns and regions committed to building a sustainable future". The Town is a participating member.
- **Climate Leadership Engagement Opportunities (CLEO) Institute.** This is a Miami-based grassroots organization that works with front-line communities to build climate literacy and resilience. They provide training to simply climate science to aid in more effective communication. In 2015 the Town's Mayor, Daniel Dietch, was inducted into the CLEO Institute Leadership Circle that honors Miami's top climate activists for their extensive efforts in advancing climate awareness.
- **Surf/Bal/Bay Plan.** Continue the ongoing efforts to implement the Surf/Bal/Bay plan to development a coordination program with Bal Harbour Village and Bay Harbor Isles.

### 6.3 LOCAL LEGISLATION

One of the strongest tools local leaders have is enacting local legislation. The Town has given careful consideration to the regulatory tools needed to enhance

## 6.0 ACTIONS TAKEN [cont.]

resilience. Below is a list of some of the Town's adopted resilience measures.

- **Zero Emission/Clean Energy Buses by 2025.**
- **Green Building Requirements.** The Town code requires all development other than single family residential be developed in accordance with Leadership in Energy & Environmental Design (LEED) or Florida Green Building Coalition (FGBC) building design and construction standards to ensure the incorporation of green development practices. In 2019 the Four Seasons Hotel at The Surf Club was honored to achieve the Leadership in Energy & Environmental Design, LEED Silver Certification.
- **Zoning Code Updates.** The Town updated its zoning ordinance in 2007 and has continually updated the code as needed since that time. Some significant ordinances include a requirement to provide charging stations for electric vehicles in multifamily and hotel buildings, requiring one additional foot of freeboard to create flood resiliency and providing language to remove any barriers relating to rooftop photovoltaic solar systems.
- **Architecturally Significant Designation.** This provides an option to retain existing structures that could otherwise be torn down. With this program, an architect would perform a study to determine if a structure had architectural significance, which is a set of criteria in the code. If so, the structure can be expanded utilizing the same setbacks, with the intention of preserving buildings.
- **Improved Floodplain Management Program.** Requiring additional freeboard. Adopting the model ordinance as prepared by the State to remove conflicts with the Florida Building Code.
- **Sea Turtle lighting ordinance** to protect hatchlings from disorientation and females from distractions and false crawls.
- **Coastal Corridor Property Assessed Clean Energy (PACE) District.** Surfside

## 6.0 ACTIONS TAKEN [cont.]

was a founding community.

- **Seawall Height.** This ordinance specifically requires: “The elevation for the top of shore end of all groins or other shore protective work shall be plus five feet above mean low water; the elevation for the top of seaward end of all groins and other shore protective work shall be plus 2&half feet above mean low water; and the elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be plus five feet above mean low water.” This ordinance provides for an initial, and for an ever-increasing height as the mean low water line increases.
- Require commercial properties to install conduit for electric vehicle charging stations.
- Incorporated Sustainability segments into the Goals, Objectives and Policies, as well as the Data Inventory and Analysis sections of the Town’s Comprehensive Plan.
- Established Resiliency Fund to Aid in Future Planned Relocation. Creation of a fund for new development to pay into for potential relocation due to sea level rise.
- Solar and Other Sustainability Incentives e.g., waive permit fees and expedite review.
- **Prohibited Styrofoam, plastic straws and looking into potential to prohibit point to sale single-use plastic bags.**
- Updating the landscape code requirements to adopting Florida Friendly Landscape requirements.

### 6.4 ORDINANCES + RESOLUTIONS

A log of resilience related Resolutions and Ordinances adopted since 2011 is attached as Exhibit 9.4 Resilience Ordinances and Resolutions.



## 6.0 ACTIONS TAKEN [cont.]

Local Initiatives to maintain and strengthening community bonds. The Town residents and leaders have always taken great pride in their distinctive community. Below is a list of some of the actions the Town has taken to maintain and continue to strengthen the strong sense of community and pride within the Town.

- Rain Barrel Workshop
- Community Garden (and Best Mango Contest)
- Community Volunteer opportunities
- Community Boards and Committee opportunities
- Community Dog Park
- Piano on Parade
- Town Sea Turtle Art and Sculptures designed by local artist
- Art in Public Places
- Town Tree Give-Away Program
- Butterfly Garden at the Community Center
- Town Earth Day Activities
- Sea Level Awareness Program (SLAP) Poles
- Household Hazardous Waste Roundups
- Community Shuttle Bus
- Bike Racks at Street Ends and Surface Parking Lots
- Monthly Coffee with the Cops meetings
- Little Free Library
- Park and Recreation Department Youth Programs and Senior Programs
- BigBelly Solar Inc. solar powered trash/recycle compaction containers

Local Initiatives to adapt, mitigate and conserve. Below are actions that the Town has implemented that conserve resources or mitigate or adapt to the changing climate.

## 6.0 ACTIONS TAKEN [cont.]

- Tree City USA. The Town has maintained a Tree City designation for the past three years. Tree City is a nationwide movement, under the Arbor Day Foundation, that provides the framework necessary for communities to manage and expand their public trees. Urban tree canopy reduces the heat Island effect, enhances air quality and absorbs carbon emissions.
- LED Lightbulbs in Municipal-Owned Lights. The Town switched out older less efficient bulbs in all municipal-owned lights to reduce energy use.
- Coordinated with FPL to have FPL convert all residential streetlights to LED bulbs.
- Elevated public seawalls. The Town obtained two Florida Inland Navigation District (FIND) grants to financially assist in replacing and elevating all Town owned seawalls. This project was completed by the end of 2017.
- Wyland National Mayors Water Conservation Challenge. This is an annual competition between cities to conserve water. The Town declares April as water conservation month and urges and inspires residents to participate by making on-line pledges to reduce their impact on the environment.
- The Town is a participating member in the Community Rating System (CRS). This is a voluntary program through the FEMA National Flood Insurance Program (NFIP) to aid communities in reducing flood damage risks. Through community actions the Town was able to obtain a CRS rating of 7 that provides for a 15% reduction in flood insurance costs for properties that fall within the Special Flood Hazard Area (non X flood zones) and rate reduction of 5% for properties outside the Special Flood Hazard Areas (X flood zones).
- Landscape improvement in municipal parking lots. The Town installed trees, shrubs and ground covers in the various Town parking lots to

## 6.0 ACTIONS TAKEN [cont.]

increase tree canopy and combat heat island effect.

- Implemented bike-share program. There are four Citi Bike rental docking locations in the Town to facilitate access to bike sharing opportunity and aid in reducing vehicle miles traveled.
- Water Conservation Rate Structure. As of October 1, 2017, utility rates were increased in order to assist the Town in recovering the cost of providing utility services, promote equity in utility rates, encourage water conservation, improve the Town's water and sewer capital infrastructure, and enable the Town to secure funding for capital improvement debt service costs. This utility rate increase was the first increase to take place in seven years.
- Water, Sewer and Stormwater Improvements. The most significant efforts the Town has undertaken relate to water, sewer and stormwater Improvements. By the end of 2009 the Town completed hydrology and hydrological modeling to determine immediate stormwater improvement needs that meet FDEP water quality and water quantity requirements. The modeling and report included the best approach to reduce or eliminate pollutant discharge loadings into Biscayne Bay and targeted improvements in hydraulic performance of the Town's drainage system to reduce stormwater flooding. The report informed the actions of the significant drainage system improvements the Town then undertook in 2013.

The drainage improvements were a part of an overall utility rehabilitation project that included the sanitary sewer and potable water systems. This was a significant project that consisted of the replacement of over 32,000 linear feet of water main, 1,587 water services, 1,278 new water meters and 46 additional fire hydrants. The sanitary sewer upgrades included over 50,000 linear feet of

## 6.0 ACTIONS TAKEN [cont.]

sanitary sewer main being lined or replaced, two (2) sewage pump stations being completely rebuilt with updated and more efficient pumps including SCADA controls, the force mains from the pump stations to the shared transmission main being replaced, and placing full dish gaskets on all manhole openings.

The stormwater system was upgraded to include 3 SCADA controlled pump stations, 9 shallow injection drainage wells, 20 control structures and the required pipeline to interconnect the existing gravity drainage system with the newly installed pumped well system. It also included the installation of over 45,000 linear feet of curb and 167,000 square yards of asphalt roadway resurfacing, sealing all stormwater manholes and installing back flow preventers on outfalls. The Town searched for and obtained funding assistance for this project from multiple sources.

In 2015, the Town completed drainage improvements for Biscaya Island along 88th Street. The Town constructed new check valves to prevent back flow into the existing roadways and upsized one 12" outfall to a 24" diameter outfall.

In 2018 the Town authorized a drainage study for Abbott Avenue to make recommendations on reducing flooding issues in this location. The Town is currently reviewing the recommendations to determine best next steps and funding sources for these steps.

To continue these efforts, in 2019, the Town is proposing to update the Stormwater Master Plan and create inundation maps and provide updated stormwater and flood control recommendations.



## 6.0 ACTIONS TAKEN [cont.]

### 6.5 LOCAL DATA AND DEVELOPMENT TOOLS

The Town has taken the following steps to create locally specific data and locally effective tools.

- **Climate Action Plan.** In 2019 the Town contracted the creation of a Town specific “Climate Action Plan” to outline Objectives and Actions to build resiliency into the community from the projected impacts of climate change. Attached is the Town Climate Action Plan, First Edition reflective of the Compact’s Regional Climate Action plan and the recommendations of the Resilient 305 Surfside report. See Exhibit SE.2 Climate Action Plan.
- **Topographic Data.** In the Town’s ongoing efforts to develop accurate, effective and comprehensive flood reduction strategies, in 2018 the Town obtained elevation data at all street centerline intersections of the public rights-of-way within the Town. The street intersection data will produce specific and accurate information on the lowest locations within the Town. This data will be incorporated into the Town’s GIS database to cross reference FIRM data, infrastructure data, historic site data and all other data layers the Town has developed. The analysis of this data will enable the Town to direct planning efforts and strategies toward the infrastructure, critical facilities and adjacent properties in specific locations; direct Capital Improvements funds most effectively; and assist the Town in assessing and developing effective freeboard criteria as needs arise.
- **Beach and Dune Management.** The Town recognizes the protective value of the beach and dune system. The Town obtained beach dune height topographic survey information with a grid of cross section elevations traversing from the ocean Bulkhead line to the edge-of-water along the Atlantic coastline and compiled a Beach Dune Report to understand the conditions, ownership, responsibility designations, and the applicable

## 6.0 ACTIONS TAKEN [cont.]

regulatory structure of the beach and dune system to guide future decisions on the management and protection of this protective coastal system.

- **Sustainability Committee.** Reflective of recommendations of the Southeast Florida Regional Climate Change Compact's Regional Climate Action Plan, in April of 2016, the Town Commission officially formed the Sustainability Subcommittee of the Planning and Zoning Board. The purpose of the Subcommittee was to study and recommend policies and programs that strengthen the resiliency of the community. The Subcommittee's goals included:
  1. Adapting and mitigating to climate change and sea level rise;
  2. Promoting green and sustainable building, construction and operations;
  3. Protecting, restoring, optimizing and creating green spaces;
  4. Improving alternative transportation and mobility; and
  5. Increased environmental awareness and stewardship of our treasured ecosystems.
- In 2018 the Sustainability subcommittee of the Planning and Zoning Board was sunsetted and established in its place the Town Sustainability and Resiliency Committee to study and recommend policies to the Town Commission was established.
- Property Assessed Clean Energy (PACE) Program. In 2013 the Town created a PACE Program and in 2018 the Town approved PACE Programs with The Florida Green Finance Authority, The Florida Resiliency and Energy District, and The Florida Pace Funding Agency.
- Carbon Emission Inventory. The Town will be completing a GHG emissions inventory in 2019 and establishing an emissions baseline.



## 7.0 RESOURCES + TOOLS

Climate change is not a new topic, it has been on the forefront of public discourse and investigation for well over a decade. This crucial subject is critically being examined and data is consistently being updated and predictions are being refined. There is an overwhelming amount of information available varying from detailed scientific literature to generalized non-specific overviews. Outlined below are some, although by no means all, valuable information resources to assist the Town in continuing to understand climate impacts and making informed decisions.

### 7.1 MIAMI-DADE COUNTY

The County has had a significant focus on climate change since 2008, and through their participation in the 100 Resilient Cities network and the Resilient 305-Greater Miami and the Beaches (GM&B) program. The County produced the GreenPrint Design for Sustainable Development and a Climate Change Action Plan that, along with other documents can be found at <https://www.miamidade.gov/green/climate-change.asp>

### 7.2 SOUTHEAST FLORIDA REGIONAL CLIMATE CHANGE COMPACT

Broward, Palm Beach, Miami-Dade and Monroe Counties formed the Southeast Regional Climate Change Compact (Compact) in 2009. The Compact has been widely acknowledged to be an innovative leader in addressing climate change on a regional level. The Compact works with many collaborative partners. The Compact has held numerous workshops and provides helpful documents on their website at <http://www.southeastfloridacclimatecompact.org/> Major resources from the Compact include:

- The annual Regional Summit to report on progress, to educate, and to identify emerging issues; the first summit was held in 2009,
- The Regional Climate Action Plan (RCAP), defined as “a set of recommendations, guidelines for implementation, and shared best practices for local entities to act in-line with the regional agenda”,

## 7.0 RESOURCES + TOOLS [cont.]

- The Unified Sea Level Rise Projections for South Florida, and
- A unified legislative agenda for the region.

### 7.3 SOUTH FLORIDA REGIONAL PLANNING COUNCIL [SFRPC]

The Coastal Resiliency program within the SFRPC provides various resiliency reports, tool kits and guides that can be found at <http://sfregionalcouncil.org/programs/coastal-resilience/>

### 7.4 SEA LEVEL SCENARIO SKETCH PLANNING TOOL

This tool is offered through the University of Florida GeoPlan Center to help identify transportation infrastructure vulnerable to current and future flood risks. As stated on their website - the tool analyzes and visualizes current flood risks (100-year and 500-year floodplains and hurricane storm surge zones) as well as future flood risks using sea level rise (SLR) scenarios from the U.S. Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration (NOAA)/ National Climate Assessment. The Tool includes (1) a map viewer to help visualize vulnerable infrastructure to flooding, (2) GIS data layers available for download, and (3) an ArcGIS calculator tool for creating GIS layers of SLR inundation. This tool is found at <https://sls.geoplan.ufl.edu/#about>

### 7.5 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION [FDEP]

FDEP runs the Florida Resilient Coastlines Program offering resilience resources at <https://floridadep.gov/fco/florida-resilient-coastlines-program/> FDEP also publishes Climate Change and Sea-Level Rise in Florida an Update of the Effects of Climate Change on Florida's Ocean and Coastal Resources, this can be found at <https://floridadep.gov/fco/fco/documents/climate-change-and-sea-level-rise-update>

## 7.0 RESOURCES + TOOLS [cont.]

### 7.6 FLORIDA CLIMATE INSTITUTE [FCI]

The FCI is a multi-disciplinary network of national and international research and public organizations, scientists, and individuals concerned with achieving a better understanding of climate variability and change. The FCI has ten member universities – Florida A&M University (FAMU); Florida Atlantic University (FAU); the Florida Institute of Technology (FIT); Florida International University (FIU); Florida State University (FSU); Nova Southeastern University (NSU); the University of Central Florida (UCF); the University of Florida (UF); the University of Miami (UM); and the University of South Florida (USF) – and is supported by relevant colleges, centers, and programs at these universities. UF and FSU initiated the FCI in 2010; FAU, UCF, UM, and USF formally joined in 2012; FIU formally joined in 2013; FAMU formally joined in 2014; FIT formally joined in 2015; and NSU formally joined in 2017. Information is found at <https://floridacclimateinstitute.org>

### 7.7 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY [EPA]

The scientific arm of the EPA updates and publishes Climate Change Indicators in the United States compiling a key set of indicators relating to the causes and effects of climate change. Current updates can be found at <https://www.epa.gov/climate-indicators/downloads-indicators-report>

### 7.8 U.S. NATIONAL OCEANIC + ATMOSPHERIC ADMINISTRATION [NOAA]

NOAA runs the Digital Coast interactive website. The website provides coastal data, tools, mapping and training. Data sets range from economic data to satellite imagery and contain visualization tools, predictive tools, and tools that make data easier to find and use. This resource can be found at <https://coast.noaa.gov/digitalcoast/>

### 7.9 INTERGOVERNMENTAL PANEL ON CLIMATE CHANGE [IPCC]

The IPCC is the United Nations body assessing science related to climate change.



## 7.0 RESOURCES + TOOLS [cont.]

As stated on their website “The IPCC prepares comprehensive Assessment Reports about the state of scientific, technical and socio-economic knowledge on climate change, its impacts and future risks, and options for reducing the rate at which climate change is taking place. It also produces Special Reports on topics agreed to by its member governments, as well as Methodology Reports that provide guidelines for the preparation of greenhouse gas inventories.” Reports and data can be found on their website at <https://www.ipcc.ch/>

### 7.10 AMERICAN PLANNING ASSOCIATION [APA]

The APA Knowledge Center provides various helpful climate related guides and policy documents at <https://planning.org/resources/climatechange/>

### 7.11 ICLEI LOCAL GOVERNMENTS FOR SUSTAINABILITY

ICLEI is described as “a global network of cities, towns and regions committed to building a sustainable future”. ICLEI aids cities in particular as it relates to carbon emissions inventories. Information is found at <https://iclei.org/>

### 7.12 RESILIENT 305

Developed to enable Greater Miami and the Beaches (GM&B) area to more effectively tackle emerging global challenges and trends such as urbanization, globalization and climate change. Information is found at <http://resilient305.com/>

### 7.13 UNIVERSITY OF MIAMI SCHOOL OF ARCHITECTURE LU\_LAB

The town of Surfside is collaborating with the University of Miami School of Architecture’s LU\_lab to develop a set of adaptation strategies that work to support a Comprehensive Urban Resilience. These strategies are an integral part of the currently developing Surfside Climate Action Plan. The strategies will be shared through a Community Adaptation Toolkit, an illustrative series of diagrams that works to identify urban vulnerabilities and adaptation strategies to address these conditions.

## 8.0 STRATEGIC NEXT STEPS

Like a GHG emissions inventory and establishment of an emissions base line, this document is the inventory of the initial resilience steps the Town has implemented and the 'base line' of where they are at relating to the unfolding climate crisis. **This document is intended to be a functional tool and foundation for the next steps the Town will take to continue to increase resilience.**

Below are some next steps in this ongoing process:

### 8.1 RESILIENT 305 SURFSIDE [see attached exhibit SE.1]

#### ACTIONS

- Send Your Boss to Bootcamp: resilience training for newly elected officials in the  
**305 ACTION: Send elected officials to trainings**
- Provide Resilience Training for All Employees: internal staff resilience training - what is resilience, project specific  
**305 ACTION: Send staff to trainings**
- Enable Community Resilience Through CERT and the CLEO Institute: government training for neighborhood emergency volunteers  
**305 ACTION: Augment current hurricane preparedness program**
- Complete and Implement the SLR Strategy: countywide effort to analyze SLR models, projections and develop capital projects  
**305 ACTION: Share information**
- Prepare Your Property: on-line guidance for homeowner adaptation  
**305 ACTION: Share and promote tools**

## 8.0 STRATEGIC NEXT STEPS [cont.]

- Design a Better Bus Network: ongoing effort to reconfigure bus routes based on effectiveness of route  
**305 ACTION: Support outreach, workshops + coordinate with Trolley system**
- Building Efficiency 305: evaluate facilities over 20,000 SF for energy efficiency  
**305 ACTION: Evaluate and upgrade**

### TOOLS

- Property Adaptation Tools – Online guidance + outreach events for homeowner adaptation
- Expanded CERT Training – Government training for neighborhood emergency volunteers
- Resilient 305 ArcGIS Hub – Online platform for 35 governments to access+ upload resilience data
- Pre-Planning for Post-Disaster Toolkit – Recovery resource to help local governments preplan for post-recovery organization and finance tools
- 5-Step Guide to Innovative Disaster Recovery Financing - “Five Step” finance resource to help governments preplan for post-recovery and understand all recovery financing available
- Resilience Financing Decisions Toolkit - Will serve as a resource and guide for municipalities that are evaluating prioritization of, and funding options for, resilience-related projects
- Financing a Resilient Future – Reference materials and training to assist governments with resilient budgeting
- Development Review Checklist – This checklist will help develop consistent standards, use of consistent information, best practices for projects, and facilitate decision making
- Sea Level Rise Checklist for Capital Projects - Ensure that new infrastructure is built to withstand future floods and storms and integrate a consistent approach across departments



## 8.0 STRATEGIC NEXT STEPS [cont.]

### 8.2 SURFSIDE CLIMATE ACTION PLAN [see attached exhibit SE.2]

Upon finalization of the document, establish a program to implement the actions contained within the Town's Climate Action Plan.

#### REVIEW SEAWALL STRATEGY

- Update the seawall height ordinance. Continue ongoing efforts to increase seawall height on all seawalls.

#### MITIGATE FLOODING THROUGH FREEBOARDING + HYPER-LOCAL STRATEGIES

- Continue ongoing efforts to address localized stormwater flooding. Continue steps to update freeboard and base flood elevations as needed. Identify those impacts that are unavoidable and develop retreat or relocation strategies.

#### STORMWATER MASTER PLAN DEVELOPMENT

- Move forward with updates in stormwater modeling that will include locating and prioritizing flooding problems under various storm design events and inundation maps for 1, 2 and 3 feet of sea level rise with recommendations for potential improvements.

### 8.3 HEALTHY BEACH ECOLOGY

#### BEACH RENOURISHMENT

- An Army Corps of Engineers (ACOE) driven project in conjunction with Miami-Dade County is placing 330,000 cubic yards of sand along the beach front of Surfside. Work began in mid-August 2019. The Town is an active partner with the ACOE and Miami-Dade County in this project. The Town should continue effective state, federal and regional collaboration on the management of the beach to ensure this resource continues to provide protective functions for the Town.

## 8.0 STRATEGIC NEXT STEPS [cont.]

### DUNE MANAGEMENT

- Build on the Beach and Dune report to establish a Dune Management Plan for the Town. Continue to construct 'diverter dunes' at the oceanside openings of the beach access points.

### AMERICAN FLOOD COALITION

- Coordinate with the American Flood Coalition to facilitate the completion of the Flood Adaptation Assessment that was awarded to the Town by a grant from the American Flood Coalition. The Coalition also selected the neighboring City of Sunny Isles Beach and will utilize this opportunity to turn this project into a micro-regional effort.

### 8.4 CONTINUED DEVELOPMENT OF A COMPREHENSIVE RESILIENT URBAN NETWORK

- Continue to coordinate with the University of Miami School of Architecture Littoral Urbanism LU\_Lab on their walkability study and report.
- Implement the recommendations of the report to develop comprehensive resilient network.
- Enhance walkability by completing the Surfside Boulevard project in conjunction with Indian Creek Village, the 96th Street beach end project in conjunction with Bal Harbour Village. The LU\_lab in coordination with a series of studies and a public workshop will develop a proposal identifying and prioritizing sites for intervention.
- Additionally, the LU\_lab will continue to explore and implement actions to utilize the street ends that terminate at the bay side or the beach dune system for effective public access and purposes.

## 8.0 STRATEGIC NEXT STEPS [cont.]

### 8.5 GREENHOUSE GAS EMISSION

#### ZERO EMISSION | CLEAN ENERGY BUSES

- Continue to move forward with the plan for the replacement of buses that are Town-owned and/or continuously or regularly used by the Town to be zero emission/clean energy buses with a goal of conversion by 2025, Resolution 18-2483. The Town should consider that transition to zero emission/clean energy for other Town-owned vehicles.
- Complete a facilities assessment of the Town Hall that serves at the Town Emergency Operations Center (EOC).
- Upon completion of the Town GHG emissions inventory set target GHG reductions and time frames and establish the steps to reach the target reductions.

#### DEVELOP + IMPLEMENT SOLAR STRATEGIES

- Install a photo-voltaic solar system on the Community Center. Explore other opportunities for solar charging with battery storage and other renewable options to benefit and improve resilience and to facilitate recovery after shocks.

### 8.6 BUDGET REVIEW + IMPLEMENTATION

- Organize the Town budget around the four dimensions of the 100 Resilient Cities' City Resilience Framework, which are Health and Well-being, Leadership and Strategy, Planning and Finance, and Infrastructure and Ecosystems. Move forward with the current budget initiatives of funding the Resilient 305 recommendation, the ULI initiative and the Town resiliency Fund mechanism.
- Research and identify future financial risk as it relates to climate change, in particular as this would relate to loan and mortgage opportunities and to insurance costs and coverage.

## 8.0 STRATEGIC NEXT STEPS [cont.]

- Research and identify future funding sources for climate adaptation, mitigation or relocation.

### 8.7 CLIMATE COMMUNICATION DEVELOPMENT

Develop effective climate communication messages and strategies, including the dedication of a climate page on the Town website. Ensure resources are allocated to continue to update the webpage and implement the communication strategy. Establish a communication schedule including updates to the climate website.

#### TRACK + REPORT RESILIENT MEASURES

- Track resilience measures. Develop a process to track implementation of these strategic next steps and to update as new steps are required.

#### TOWN OF SURFSIDE MAPPING + DOCUMENTATION

- Assess the current GIS program and determine what additional tools and data sets may be needed to be able to create the layers needed to aid in climate impact assessment and decision making.
- Make Surfside information compatible to Arc GIS and accessible for open source public use.





# LIST OF EXHIBITS

- SE.1 RESILIENT 305-SURFSIDE
- SE.2 CLIMATE ACTION PLAN
- SE.3 BEACH DUNE REPORT
- SE.4 RESILIENCE ORDINANCES AND RESOLUTIONS LOG
- SE.5 COMMUNITY ADAPTATION TOOLKIT

# 305 RESILIENT-SURFSIDE

## EXHIBIT SE. 1



**Surfside**

## URBAN RESILIENCE

100RC defines urban resilience as “the capacity of individuals, communities, institutions, businesses, and systems within a city to survive, adapt, and grow no matter what kinds of chronic stresses and acute shocks they experience.”



# Who We Are



# Timeline





# Shocks



305  
RESILIENT

# Stresses



305  
RESILIENT





## Discovery Areas



# What We Heard From You in 2017

## **Surfside**

### *Areas of Strength:*

Surfside was developed as a walkable community

### *Doing Well But Can Improve:*

the importance of people and social cohesion is most important to be resilient, sea level vulnerability, erosion, water, wastewater, stormwater (seawall infrastructure)

### *Most Proud Of:*

moved to a quasi form-based code to help properties and people interact with one another

## **Greater Miami + the Beaches**

### *Doing Well But Can Improve:*

emergency management, evacuation approach

### *Needs To Do Better:*

affordable housing is a serious issue, transient populations, city services



Interviewees: Mayor Daniel Dietch + City Manager Guillermo Olmadillo

## Resilient305 *DRAFT* Strategy

How can **Surfside** participate?



## R305 Tools for Surfside

Property Adaptation Tools	Online guidance + outreach events for homeowner adaptation
Expanded CERT Training	Government training for neighborhood emergency volunteers
Resilient 305 ArcGIS Hub	Online platform for 35 governments to access + upload resilience data
Pre-Planning for Post-Disaster Toolkit	Recovery resource to help local governments preplan for post-recovery organization and finance tools
5-Step Guide to Innovative Disaster Recovery Financing	"Five Step" finance resource to help governments preplan for post-recovery and understand all recovery financing available
Resilience Financing Decisions Toolkit	Will serve as a resource and guide for municipalities that are evaluating prioritization of, and funding options for, resilience-related projects
Financing a Resilient Future Development Review Checklist	Reference materials and training to assist governments with resilient budgeting
Sea Level Rise Checklist for Capital Projects	This checklist will help develop consistent standards, use of consistent information, best practices for projects, and facilitate decision making
	Ensure that new infrastructure is built to withstand future floods and storms and integrate a consistent approach across departments



## R305 Opportunities for Surfside

- 1. Send Your Boss to Bootcamp!**: resilience training for newly elected officials in the 305  
*Action: Send elected officials to trainings*
- 2. Provide Resilience Training for All Employees**: internal staff resilience training - what is resilience, project specific  
*Action: Send staff to trainings*
- 3. Enable Community Resilience Through CERT**: government training for neighborhood emergency volunteers  
*Action: Augment current hurricane preparedness program*
- 4. Complete and Implement the SLR Strategy**: countywide effort to analyze SLR models, projections and develop capital projects  
*Action: Share information*
- 5. Prepare Your Property**: online guidance for homeowner adaptation  
*Action: Share and promote tools*
- 6. Design a Better Bus Network**: ongoing effort to refigure bus routes based on effectiveness of route  
*Action: Support outreach, workshops + coordinate with Trolley system*
- 7. Building Efficiency 305**: evaluate facilities over 20,000 SF for energy efficiency  
*Action: Evaluate and upgrade*





# Complete Set: R305 Objectives + Actions

## GOAL 1. PLACES

### *Enhance Natural Systems*

Preserve and Restore Biscayne Bay  
Build Reef Biodiversity and Defenses  
Bolster Our Beaches  
Nature-Based Infrastructure - More Than Just Habitat!  
Integrate Resilience into Park + Open Space Design

### *Safeguard Urban Systems*

Reduce "Back Bay" Flooding  
Implement Sea Level Rise Strategy  
Develop a Sea Level Rise Checklist for Capital Projects  
Create Development Review Checklist  
Strengthen Resilience Planning  
Maximize Opportunity Zones

### *Create Mobility Options*

Develop Mobility Hubs in the 305  
Design a Better Bus Network  
Drive into the Future!  
It's Electric

### *Increase Energy Efficiency*

Expand Renewable Energy  
Building Efficiency 305

### *Enhance Housing Options*

Stay and Live in the 305  
Redeveloping Resilient Public Housing  
Adapting at Home Too

## GOAL 2. PEOPLE

### *Cultivate Financial Stability*

Build an Inclusive Economy  
Let's Build  
Back to Work  
Buy Local  
Be Counted  
Re-establish + Support MDC Financial Capability Collaborative  
It's Time to Save Kids  
Expand Youth Career Opportunity Programs

### *Advance Public Health Priorities*

Unite to Break the Cycle of Youth Violence  
Respecting Older Adults  
Update Miami-Dade County's Social Services Master Plan  
Build Capacity to Address Mental Health Challenges  
Pilot an Arrest Diversion Program for Opioid Users  
Accelerate Progress of HIV/AIDS Strategy  
Advance Pandemics Communication

### *Strengthen Community Response*

Increase Community Resilience through CERT  
Time to Volunteer or Get Involved!  
Prepare Your Property  
Support Resilience Hubs

### *Communicate the Concept of Resilience*

Get the 311 on Resilience in the 305  
Create and Implement a K-12 Plan for Resilience Literacy  
See It to Believe It!

## GOAL 3. PATHWAYS

### *Pre-Plan for Post-Recovery*

Pre-Planning for Post-Disaster Toolkit  
Roll-Out 5-Step Guide to Innovative Disaster Recovery Financing  
Bounce Forward 305 - Resilient Urban Land Use Essentials Guide

### *Cultivate Resilience Expertise*

Send Your Boss to Bootcamp!  
Resilient 35 in the 305 Network  
Provide Resilience Training for all Employees  
RISE to the Rescue

### *Leverage our Experience*

Collaborative with Universities  
Create an Actionable Science Advisory Panel  
Resilience Accelerator Workshops

### *Develop Shared Resources*

Create Resilient 305 ArcGIS Hub  
Share Bold Integrated Water Models  
Implement the One Water Approach  
Plan Efficiently + Effectively Together

### *Leverage Our Dollars*

Financing a Resilient Future  
The Power of Purchasing  
Pilot Resilience Financing Decisions Toolkit  
Demonstrate the Costs and Benefits of Resilience Investments



# #Resilient305

WWW.RESILIENT305.COM



@Resilient305



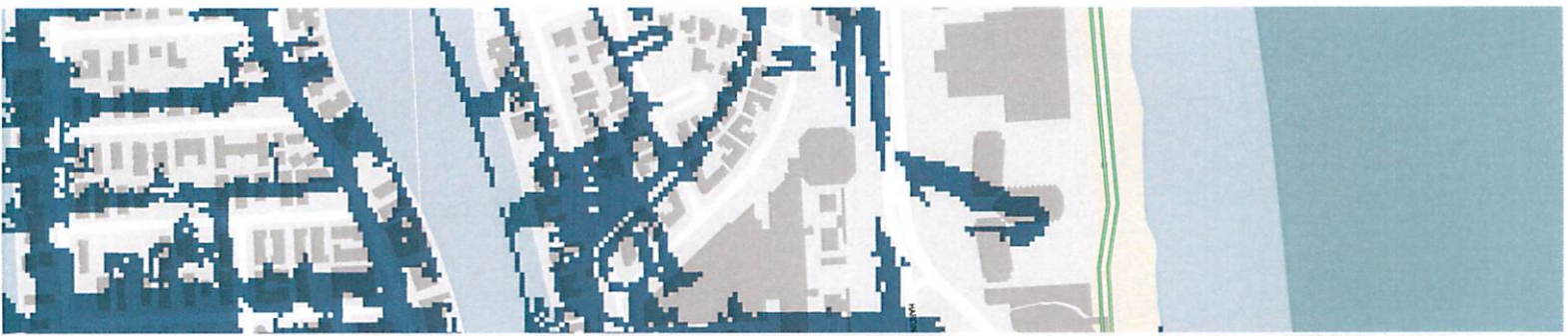
# CLIMATE ACTION PLAN

## EXHIBIT SE. 2









# TOWN OF SURFSIDE CLIMATE ACTION PLAN

FIRST EDITION | NOVEMBER 2019



CLIMATE ACTION PLAN | EXHIBIT SE.2  
04



# TEAM

## DEVELOPMENT TEAM

Daniel Dietch	MAYOR
Guillermo Olmedillo	TOWN MANAGER
Duncan Tavares	ASST. TOWN MANAGER

## CONSULTANTS

Calvin, Giordano & Associates, Inc.  
University of Miami School of Architecture **LU\_Lab**

## REVIEWERS

SUSTAINABILITY + RESILIENCE COMMITTEE  
PLANNING + ZONING COMMITTEE  
TOWN COMMISSIONERS

# CONTENTS

1.0	TOWN OVERVIEW	07
2.0	INTRODUCTION TO CLIMATE RESILIENCE	09
3.0	LEXICON: CONDITIONS + STRATEGIES	11
4.0	ACTION PLAN: GOALS + OBJECTIVES	
1.0	DATA, TOOLS + STRATEGIES	13
2.0	LAND USE + BUILT ENVIRONMENT	15
3.0	TRANSPORTATION	18
4.0	WATER RESOURCES	20
5.0	OPEN SPACE + NATURAL RESOURCES	23
6.0	COORDINATION, COOPERATION + COMMUNICATION	25
7.0	PUBLIC OUTREACH	28
8.0	COMMITMENT TO FUNDING	30
9.0	IDENTIFYING VULNERABILITIES	32
10.0	DISASTER RESPONSE PREPARATION	33
11.0	INSURANCE PLANNING	35
12.0	PUBLIC HEALTH	37

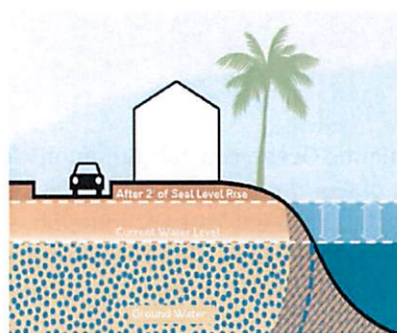


# 1.0 TOWN OVERVIEW

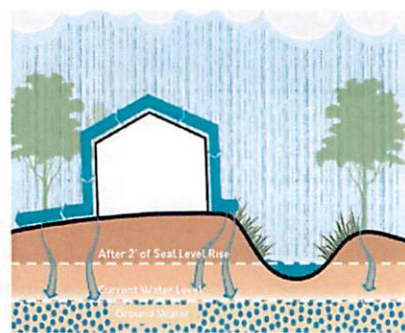
Surfside is an Atlantic Ocean coastal community located on a barrier island along the southeast coast of Florida. The barrier island is separated from the mainland by the north end of the Biscayne Bay estuary containing the Intracoastal Waterway. The natural conditions of the barrier island have been highly altered. Founded in 1935, the Town is nearly built out with only a few remaining vacant lots. The entirety of the Town's Bayside shoreline has been significantly altered and is bulkheaded, and the adjacent nearshore waters have been dredged. The one-mile length of beach and dune along the Town's ocean frontage is created from a beach renourishment program. The beach is monitored and managed in accordance with Florida's Department of Environmental Protection's Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region.

The nearest access to the mainland is provided from the north edge of the Town at 96th Street/the Broad Causeway and to the south of the Town via the 79th Street Causeway. Harding Avenue and Collins Avenue provide the main north/south roadways to the adjacent Communities on the Barrier Island. The Town is predominately residential with the commercial corridor running along Harding Avenue. There are nearly 6,000 residents in the community. This is a small community in area measuring roughly one mile in length (north to South) and 0.80 miles in width (east to west) at its widest point and less than 0.50 miles in width at its narrowest point. Other than the Coastal dune created through a beach nourishment program the Town is relatively flat and low in elevation. Due to the geophysical location and characteristics the Town is highly vulnerable to the impacts of climate change.

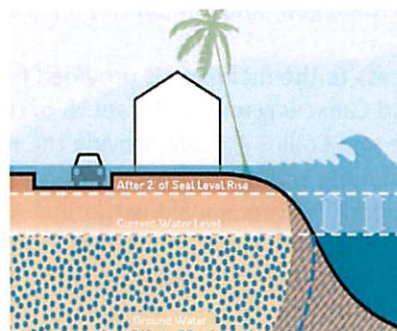
For the past decade the Town has been addressing resiliency concerns on an ongoing basis and continues to build on these efforts. The compilation of this document is another step in this ongoing process.



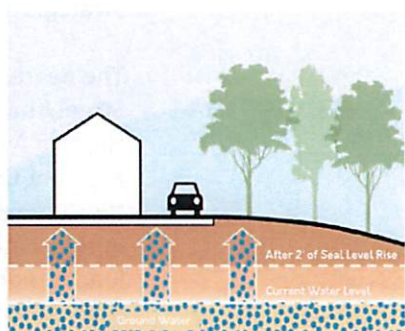
SEA LEVEL RISE



STORMWATER



STORM SURGE



GROUNDWATER

#### KEY

- Surge below 3.3 ft (existing)
- Surge 3.3 to 6.6 ft (existing)
- Surge 6.6 to 7.5 ft (after 2' of Sea Level Rise) Surge 7.5 to 12.5 ft
- After 2' of Sea Level Rise
- Estimated Storm Surge Levels after 2' of Sea Level Rise

\*\*Note these surge levels indicate wave height. In some cases, the land elevation may exceed surge and remain dry. This is a simulated storm with maximum winds of 120 mph.

Provided by Miami Dade County, analysis completed by Arcadis Inc.

## 2.0 INTRODUCTION TO CLIMATE RESILIENCE

Of the many factors challenging resilience, climate change is a critical force. Climate change is a global issue with regionally specific impacts. Climate related impacts may seem daunting and unrelenting, but they are incremental and are more and more being defined and refined; they are not unexpectedly occurring.

Resiliency strategy options to climate change may include, but are not limited to protection, accommodation, managed retreat, or avoidance. Through emissions reductions, preparedness, and strategic action, the Town can increase resiliency and reduce the current and projected adverse impacts from the changing climate and prepare for those impacts that cannot be avoided. Effective public information and outreach to build support for the implementation of selected adaption strategies is also a component of an effective resiliency toolkit.



Resiliency planning must be taken in a regional and local context. Large scale systems such as regional water storage, protection of the aquifer and potable water source, functionality of the Central and South Florida flood control system, regional beach sediment management, protection of the offshore reef system, and regional transportation and infrastructure systems require a collaborated and cooperative regional approach. Effecting changes in the building code to ensure structural integrity of the built environment to projected increases in storm strength is a state-wide and larger cooperative effort. Reducing carbon emissions is an effort to be addressed at the local, regional, state, federal and global levels. The Town continues to collaborate with its regional partners on these issues.

Provided by Miami Dade  
County, analysis completed by  
Arcadis Inc.

Climate related impacts may seem daunting and unrelenting, but they are incremental and are more and more being defined and refined; they are not unexpectedly occurring and can be planned for. In the local context, the following manageable steps can be taken to increase resiliency:

- Understand the local impacts,
- Identify the local vulnerabilities,
- Prioritize the local vulnerabilities, and
- Implement the best resiliency strategy for the priority vulnerabilities.

With a goal to build resilience to the impacts of a changing climate, the following document outlines objectives and actions for the Town.

**GOAL:**

**Build URBAN RESILIENCE to the impacts of a changing climate.**



## 3.0 LEXICON: CONDITIONS + STRATEGIES



AGING  
INFRASTRUCTURE

**Aging Infrastructure\_** The degradation of infrastructures is a common and an expected condition. Infrastructures must have scheduled inspections and planned maintenance if they are expected to perform their intended tasks consistently.



BAYSIDE  
EDGE

**Bayside Seawalls\_** Structural strategies focused on controlling a static edge between Biscayne Bay and the city.



BATHYMETRY  
TOPOGRAPHY

**Bathymetry/ Topography\_** Specifically the description of the undulations and formal characteristics of the ground plane above the waterline– Topography– and below the waterline–Bathymetry. These landform characteristics are informative to how rising waters, storm surges and general inundation of flood events will occur.



COMPREHENSIVE  
TRANSPORTATION

**Comprehensive Transportation\_** The distribution of mobility– personal, services and goods– through a comprehensive transportation approach reduces pressure on roadway networks. A comprehensive transportation approach includes small-scale short distance services through shared bike and scooter services, public mass transient methods and adaptability to new or developing services.



DATA, TOOLS  
+ STRATEGIES

**Data, Tools and Strategies\_** Comprehensive approaches to policy, planning and interventions regarding urban resilience and walkability.



ELECTRICAL VEHICLE  
INFRASTRUCTURE

**Electric Vehicle Infrastructure\_** Implementation of public EV charging stations and dedicated parking spaces for a diverse group of mobility vehicles.



GREEN ROOFS

**Green Roofs\_** The implementation of flat or low sloped roof conditions for planting native grasses and small-scale vegetation. Green roof systems can reduce Urban Heat Island effect, buffer solar heat gain of buildings and mitigate surface run off pertaining to water management strategies.





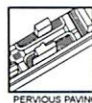
**Inundation\_** Recognizing the potential for the surrounding waters of the Atlantic Ocean the Biscayne Bay to infiltrate and inundate the buildings and public spaces.



**Low Absorption  
High Emissivity Surface\_** The implementation of white or light colored surfaces for building roofs, road surfaces, pedestrian walkways and parking surfaces can reduce Urban Heat Island effect and reduce localized urban temperatures.



**Managed Retreat\_** As increasing environmental pressures become overwhelming to urbanism forcing inhabitants to retreat to higher ground, exploring the range of options and subsequent impacts will be important for a safe and productive exit. Managed retreat requires exploring many possibilities to understand what the best option will be for the specific circumstance.



**Pervious Paving\_** a method of paving vehicular and pedestrian pathways to enable infiltration of stormwater runoff



**Policy Adaptation\_** Urbanism, ecological and human needs are in a constant state of change requiring policies to be flexible. The changing state must also recognize shorter needs and longer term trajectories to provide a balanced and resilient future.



**Urban Tree Canopy\_** An urban tree canopy is a distributed network of trees within an urban setting with enough density to create a continuous canopy above the ground plane. Extending the urban tree canopy provides urbanism the opportunity to mitigate surface water management, Urban Heat Island effect, and resiliency to erosion and storm systems.



**Urban Heat Islands\_** Urban Heat Islands [UHI] are described as urban settings which are hotter than the nearby rural areas. UHIs are caused by the exposure to insolation and the subsequent storage of large quantities of heat energy.

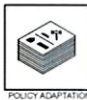
# 4.0 ACTION PLAN: GOALS + OBJECTIVES



## 1.0 DATA, TOOLS + STRATEGIES

### **OBJECTIVE:**

Increase community resiliency through utilization of the best available data, tools and strategies.



### **POLICY PLANNING:**

The Town shall incorporate strategies to reduce risk and economic losses associated with sea level rise and flooding into the Town's comprehensive plan, building standards, zoning, and land development regulations.

The Town shall recognize adaptation strategy options may include, but are not limited to, protection, accommodation, managed retreat, avoidance, and/or other options.

The Town shall incorporate the Southeast Florida Regional Climate Change Compact (Compact) unified sea level rise projections, by reference, into the Town comprehensive, transportation, and other infrastructure plans, and capital improvement plans.

The Town shall maintain or establish processes to assure coordination and communication with other governmental and non-governmental entities for the purpose of increasing resiliency to the impacts of climate change and making resiliency efforts more impactful.

The Town shall strive to make sustainability and climate resiliency decisions based on the most current, applicable and credible information available, including the Compact's Unified Sea Level Rise Projection to inform planning, prioritizing, and annual funding.

**ACTION ITEMS:**

- The Town shall develop and manage a process for tracking resiliency implementation strategies.
- The Town shall provide informational training for staff and for newly elected officials on climate change and resiliency issues.
- The Town shall use social media for climate, resiliency planning, emergency, public health, and tidal flooding messaging.
- The Town shall routinely review and update plans to identify gaps, and to integrate mitigation, sea level rise, and climate change adaptation, and strive for consistency among:
  - a. Strategic plans,
  - b. Disaster recovery and redevelopment plans,
  - c. Comprehensive plans,
  - d. Long-range transportation plans,
  - e. Comprehensive emergency management plans,
  - f. Capital improvement plans,
  - g. Economic development plans,
  - h. Local mitigation strategies,
  - i. Climate change action plans or resilience strategies,
  - j. Future land use plans, and
  - k. Threat and hazard identification and risk assessments.
  - l. Beach and Dune Erosion
- The Town shall continue to actively monitor the activities and recommendations of the Southeast Florida Regional Climate Change Compact and coordinate with neighboring municipalities to share technical expertise, assess regional vulnerabilities, and identify and advance agreed upon mitigation and adaptation strategies and develop policies and programs.

# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]



### 2.0 LAND USE + BUILT ENVIRONMENT

#### OBJECTIVE:

Increase community resiliency through sustainable land use and built environment regulations.



#### POLICY PLANNING:

The Town shall review current land development regulations to assess capacity to adapt to, or mitigate for the following projected climate impacts:

- a. Higher temperatures,
- b. Extreme rain events,
- c. Increased storm surge,
- d. Saltwater intrusion, and
- e. Sea level rise.

The Town shall review and evaluate the zoning code and land development regulations to identify and reduce obstacles for enabling urban agriculture, gardening, and other front and backyard agricultural practices.

The Town shall review and evaluate the land development code and make recommendations and updates to adopt climate resilient construction practices to enhance design specifications to increase resistance to more frequent and/or intense storm events.

The Town shall review and evaluate the zoning code and land development regulations to identify and reduce obstacles for enabling renewable energy and to better accommodate energy efficient practices; and develop programs and tools to support the expansion and the use of solar energy systems on all new construction, retrofitting of existing buildings or use on vacant land.



The Town shall develop policies requiring certain new properties to be solar ready or include a minimum amount of solar energy production per property.

The Town shall review and evaluate the zoning code and land development regulations to ensure urban heat island and urban tree canopy considerations are incorporated.

The Town shall develop policies to require new commercial and multi-residential properties to have electric vehicle-ready electrical infrastructure and dedicate a minimum amount of parking spaces for electric vehicle parking.

**ACTION PLANNING:**

- The Town shall create incentives for developers to maintain and expand existing tree canopy on development sites, specifically areas of community use or with limited tree canopy.
- The Town shall review and evaluate the zoning code and land development regulations to identify and reduce obstacles for enabling green roofs, white roofs, and white pavement.
- The Town shall review and evaluate the zoning code and land development regulations to identify and reduce obstacles to and to promote the use of electric vehicles (EV).
- The Town shall develop and adopt standards to increase designated bike parking facilities at office and retail developments.
- The Town shall review and evaluate the zoning code and land development regulations to identify and remove obstacles to implementing green



## ACTION PLAN: GOALS + OBJECTIVES [cont.]

infrastructure, grey infrastructure and low-impact development practices in development and redevelopment projects.

- The Town, shall review and update the zoning code, and land development regulations according to sustainable community development practices, such as those defined in Section 255.253(7) of the Florida Statutes or those outlined in the criteria recommended by the United States Green Building Council's Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND) certification, the Smart Growth Principals developed by Smart Growth America, the case studies of the Urban Land Institute, or by application of a national rating system for local governments, such as the STAR Community Index™ (STAR) and make recommendations on feasible revisions for incorporating increased sustainability.
- The Town shall maintain a Property Assessed Clean Energy (PACE) program.
- The Town shall promote and expand programs that reduce long-term energy need, such as weatherization assistance programs.
- The Town shall develop policies to regularly audit, benchmark, and/or retro-commission government buildings.
- Town shall encourage and support personnel within the Planning and Zoning, Building, Public Works or other Departments, to obtain and maintain LEED Green Associate certification; energy audit training or other energy or green building education or certifications.
- The Town shall develop a resiliency review checklist.



## 03.00 TRANSPORTATION

### OBJECTIVE:

Increase community resiliency through sustainable transportation and transportation infrastructure decisions.



### POLICY PLANNING:

The Town shall continue to collaborate on the implementation of a system of Complete Streets that is context sensitive and safely serves the transportation needs of transportation system users of all ages and abilities, including pedestrians, bicyclists, transit riders, motorists, and freight handlers.

The Town shall continue to support the existing Miami-Dade County Transit bus routes that service the Town and shall coordinate with them on ensuring effectiveness and efficiency of routes.

The Town shall strive to reduce crashes and encourage non-motorized modes of transportation through coordinated engineering, education, evaluation, and enforcement solutions.

The Town shall encourage transit agencies to reduce greenhouse gas emissions by procuring renewable fuel and electric buses.

The Town shall pro-actively plan for future deployment of autonomous vehicles and determine what step the Town should begin to take to prepare for this technology, particularly as it relates to:

- a. Shared ownership/private ownership and public transit
- b. Convenient drop-off locations
- c. Communication networks
- d. Signage and street markings
- e. Designated Biking Lanes

# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]

The Town shall pro-actively plan for future deployment of aerial and ground drone delivery systems and determine what steps the Town should begin to take to prepare for this technology.

### ACTION PLANNING:

- The Town shall identify and expand electric vehicle (EV) charging infrastructure, including supporting a regional framework for locating public EV charging stations and expanding EV opportunities at multifamily buildings, workplaces, and commercial and retail centers.
- The Town shall pro-actively plan for deployment of scooter services and establish parameters to ensure safe and effective deployment specifically as it relates to:
  - a. pick-up/drop off locations, and
  - b. sidewalk safety of pedestrians.
- The Town shall, where possible, increase bicycle and pedestrian connections between residential areas and public/civic areas and transit access, and enhance street networks for greater connectivity and multi-modal use in order to:
  - a. Reduce motor vehicle traffic,
  - b. Reduce greenhouse gas emissions, and
  - c. Increase neighborhood health and safety.
- The Town shall increase bike racks and bike storage facilities to increase bike utilization through the development review and capital improvements review processes.



## 04.00 WATER RESOURCES

### OBJECTIVE:

Increase resiliency of existing and future water resources, and wastewater and storm water systems and infrastructure through review and implementation of improvement projects and adopted standards.



### POLICY PLANNING:

The Town shall review and evaluate the zoning code and land development regulations to identify feasible regulations that require new construction, redevelopment, additions, retrofits or modifications of property to incorporate porous materials, reduce total impervious area, and employ other techniques to reduce run-off, capture and reuse rain water, and recharge the Biscayne Aquifer.

The Town shall encourage and remove obstacles to the use of green infrastructure and shall review and amend the land development code to provide accommodation for green infrastructure.

The Town shall work with Miami-Dade County to evaluate infiltration and inflow programs to strategically reduce the flow of groundwater and stormwater to wastewater collection and treatment facilities.

The Town shall coordinate with Miami-Dade County to assess the adequacy of water supply and water/wastewater facilities and infrastructure to effectively capture, store, treat, and distribute potable water and reuse under variable climate conditions, including changes in rainfall patterns, sea level rise, and flooding, with potential water quality and quantity impacts.



# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]

The Town shall work with South Florida Water Management District to develop water demand projection scenarios that account for potential changes in demands if temperatures increase and drought conditions become more frequent or persistent.

The Town shall coordinate with Miami-Dade County and other appropriate agencies in the implementation of adaptive management strategies to improve the resiliency of water and wastewater transmission, disposal and treatment systems, and infrastructure resources.

### ACTION PLANNING:

- The Town shall install back-flow preventers on drainage systems that discharge to the Biscayne in coordination with the appropriate agencies.
- The Town shall evaluate the potential impacts of changes in groundwater levels on wastewater and stormwater systems with consideration of water quantity and quality-including public health-related metrics.
- The town shall establish a water use baseline for the entire community.
- The Town shall conduct an assessment to identify public investments and infrastructure at risk from sea level rise and other climate change related impacts and update this assessment every five (5) years. The assessment shall include including but not be limited to:
  - a. Buildings,
  - b. Water and wastewater infrastructure,
  - c. Transmission lines and pumping stations,
  - d. Stormwater systems,
  - e. Roads, bridges, and all transportation and transit infrastructure,



- f. Power generation facilities and power transmission infrastructure,
  - g. Critical facilities such as Town Hall, police and fire stations.
- The Town shall maintain and improve land development and other regulations that include:
  - a. Water conservation-based irrigation requirements,
  - b. Water conservation-based plant species requirements derived from the South Florida Water Management District's list of native species and other appropriate sources,
  - c. Lawn watering restrictions,
  - d. Mandatory use of high-efficiency water saving devices for substantial rehabilitation and new construction, and
  - e. Other water conservation measures, as feasible.

# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]



PERVIOUS PAVING



GREEN ROOFS

### 05.00 OPEN SPACE + PROTECTIVE NATURAL RESOURCES

#### OBJECTIVE:

Increase community resiliency by conserving open space and protective natural resources.



POLICY ADAPTATION

#### POLICY PLANNING:

The Town shall encourage current citizen-driven programs, such as the Florida-Friendly Landscaping program and the Florida Yards and Neighborhoods Homeowner program.

The Town shall support and advocate for continued implementation and funding on the state and federal levels for the Comprehensive Everglades Restoration Plan (CERP).

The Town shall continue to collaborate with the federal, state, and local governments on long-term, sustainable, regional solutions to protect the Biscayne aquifer.

The Town shall support the efforts of state environmental and planning agencies to jointly develop, assess, and recommend a suite of planning tools and climate change adaptation strategies for local municipalities to maximize opportunities to protect the coastal resources and assets from the impacts of sea level rise.

The Town shall cooperate with federal and State agencies on canal or shoreline protection programs to enhance coastal resiliency and storm protection.

The Town shall continue to collaborate with the federal, state, and local governments on long-term, sustainable, regional solutions to beach erosion and sediment supply.

The Town shall align local beach erosion prevention efforts with Florida's Department of Environmental Protection's Strategic Beach Management Plan (SBMP) for the Southeast Atlantic Coast Region.

The Town shall support the Florida Department of Environmental Protection's efforts to enforce the Coastal Construction Control Line program and to educate the general public about its importance.

The Town shall support and advocate for coral reef protection, restoration, and sustainable-use initiatives to help Florida's reefs adapt to the changing climate and ocean acidification.

The Town shall support efforts and regulations that reduce negative human impacts on coral reefs, to include efforts to:

- a. Reduce pollution and runoff,
- b. Reduce the use of pesticides and lawn fertilizers,
- c. Dispose of trash properly,
- d. Promote responsible boating, snorkeling, and diving practices,
- e. Promote sustainable, low-impact fishing practices, and
- f. Increase the installation of mooring buoys.

**ACTION PLANNING:**

- The Town shall review the Land Development Code to identify means to reduce the amount of impervious coverage and increase the permeability of surface drainage and amend the code where feasible.
- To reduce heat island effect and encourage carbon sequestration, the Town shall continue to maintain and enhance its tree canopy through such efforts as implementation and periodic updates of the zoning code and land development regulations, urban forestry grants, and other actions.

# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]



### 06.00 COORDINATION, COOPERATION + COMMUNICATION

#### OBJECTIVE:

Increase community resiliency through effective coordination, cooperation and communication.



#### POLICY PLANNING:

The Town shall continue to coordinate with local, County, regional, State and federal agencies and other non-governmental entities and academic institutions in the ongoing assessment of climate change and sea level rise and shall continue to collaborate in the identification and implementation of appropriate mitigation, protection, accommodation and adaptation strategies.

The Town shall aid in advancing resiliency measures by fostering collaboration among elected officials and local government staff.

The Town shall continue to coordinate with the Municipalities and Counties in the Southeast Florida Regional Climate Change Compact, in the identification of modeling resources and development of locally effective initiatives and goals to address climate change.

The Town shall continue to coordinate with State, federal and regional partners to ensure consistency in efforts to map saltwater intrusion across the region to create better information and improve management decisions for protecting the regional freshwater aquifer.

The Town shall recognize the regional indicators as identified by the Southeast Florida Regional Climate Change Compact, and as applicable, contribute local data.



The Town shall seek and support cooperative efforts to engage the support of federal agencies, such as National Oceanic and Atmospheric Administration, U.S. Geological Survey, Federal Emergency Management Agency, Environmental Protection Agency, the U.S. Department of Interior, U.S. Department of Energy, and the U.S. Army Corps of Engineers, that can provide technological and logistical support to further state, regional, county, and local planning efforts in the assessment of climate change vulnerabilities and adaptation strategies.

The Town shall continue to advocate for federal and state funding for applied monitoring and climate-related science, conducted in partnership with the Compact and the Florida Climate Institute.

The Town shall encourage the South Florida Water Management District to integrate potential future climate conditions, sea level rise scenarios, and potential impacts to water quality and supply into the regional water management models used to support the Lower East Coast Water Supply Plan, environmental resource permitting, and consumptive use permitting. The Town shall continue to collaborate with the Southeast Florida Regional Climate Change Compact to strengthen advocacy by the Compact in Tallahassee and Washington.

**ACTION PLANNING:**

- The Town shall continue to collaborate with the Southeast Florida Regional Climate Change Compact to advance and promote a Southeast Florida resilience strategy that includes regionally coordinated resilience standards as the basis for planning, development, and infrastructure investments to proactively address flood risk associated with sea level rise and predicted changes in coastal water levels, groundwater tables, flood elevations, and storm surge.



## ACTION PLAN: GOALS + OBJECTIVES [cont.]

- The Town shall assist in coordinating transportation-related adaptation policies across jurisdictional boundaries and ensure consistency among broader planning and plan implementation efforts. Specifically, strategies for preparing for sea level rise, such as increasing road surface elevation standards, subsurface stabilization, stormwater management and drainage, and adjustment of bridge heights to allow for navigation, should be collaboratively assessed and implemented.
- The Town shall share data and encourage the use of common approaches to vulnerability analysis and, ultimately, the development of adaptation strategies that will be complementary across sectors and result in a cohesive, resilient built environment.
- The Town will continue to share information about effective climate policies and implementation successes among counties, municipalities, school districts, and other units of government through platforms like the Regional Climate Action Plan.
- The Town shall advocate for state laws and programs that expand all opportunities for solar or other renewable energy deployment statewide.



## 07.00 PUBLIC OUTREACH

### OBJECTIVE:

Increase community resiliency through effective public outreach.



### POLICY PLANNING:

The Town shall partner with local governments, NGOs, academic institutions, libraries, faith-based organizations, advocacy organizations and community groups to disseminate local and regional resiliency messages and to deploy communication projects.

The Town shall facilitate the availability of climate related data sets produced by federal, state, and local government; academic research; and Compact participatory research.

The Town shall effectively use social media to promote public awareness and understanding of climate impacts and resiliency matters.

To enhance resiliency message coverage, the Town shall incorporate non-internet public communication alternatives, such as:

- a. Community boards at public spaces,
- b. Flyers,
- c. Local and neighborhood papers and newsletters.

### ACTION PLANNING:

- The Town's resiliency messaging shall include information on citizen's personal actions available to respond to climate change as well as public policy options.

## ACTION PLAN: GOALS + OBJECTIVES [cont.]

- The Town shall provide educational materials on home energy and water use reduction strategies; on the environmental effects of automobile idling; and on placement of landscape materials to reduce energy consumption.
- The Town shall provide information to the public and community stakeholders about the current and potential impacts of climate change and sea level rise, as well as mitigation, protection, accommodation and adaptation strategies.
- The Town shall continue to support public education and outreach programs addressing issues including, but not limited to:
  - a. Energy efficiency,
  - b. Water conservation,
  - c. Solid waste reduction and recycling,
  - d. Urban forests and native landscaping,
  - e. Air quality,
  - f. Greenhouse gas reduction, and
  - g. Climate change adaptation and response planning.



## 08.00 COMMITMENT TO FUNDING

### **OBJECTIVE:**

Increase community resiliency through the commitment to fund climate change adaptation and mitigation measures.



### **POLICY PLANNING:**

The Town shall use vulnerability and risk assessment analyses and tools to assist in identifying priorities for resilience investments.

The Town shall prioritize climate adaptation improvement projects pertaining to water supply, wastewater systems, stormwater management, and flood protection as part of capital improvement planning.

The Town shall explore opportunities for and pursue external governmental or NGO funding mechanisms to implement adaptation and resiliency projects.

The Town shall evaluate the costs and benefits of adaptation alternatives in the location and design of new infrastructure as well as the fortification or retrofitting of existing infrastructure.

Capital improvement cost-benefit analyses shall consider investments into natural systems, traditional infrastructure, green infrastructure and hybrid green/gray approaches.

The Town shall give high investment priority to local, state, and federal transportation infrastructure investments, programs, and services that will reduce GHG emissions and increase resilience and adaptability to climate change.

# ACTION PLAN: GOALS + OBJECTIVES [cont.]

## ACTION PLANNING:

- The Town shall commit funding to climate change adaptation and resiliency projects and shall use the best available data, models, and resources, including the Southeast Florida Regional Climate Change Compact's Unified Sea Level Rise Projection, to inform planning and prioritizing annual funding.
- The Town shall develop a sea level rise checklist for capital projects.
- The Town shall center the budget on resilience and fund for planned retreat.





STORM EVENT



RISING SEAS



CHRONIC FLOODING

## 09.00 IDENTIFY VULNERABILITIES

### OBJECTIVE:

Increase community resiliency through identification of vulnerabilities created by climate change impacts and cyber attacks.



POLICY ADAPTATION

### POLICY PLANNING:

The Town shall continue to review updated mapping studies to aid in identifying areas of the Town most vulnerable to sea level rise, tidal flooding, compromised drainage, and other impacts of climate change.

The Town shall identify areas that are at increased risk of flooding due to, or exacerbated by, sea level rise as projected for the next 40 years, and work to make these areas more climate resilient through the implementation of adaptation and mitigation strategies.

The Town shall identify and map at-risk historic and archaeological resources (i.e., resources susceptible to sea level rise and the effects of natural disasters) and continue to update these maps as more data become available and scientific projections are refined.

The Town shall establish a ranking of at-risk regional historic and archaeological resources based on a matrix of vulnerability, historical significance, scientific and economic value, and other criteria as determined by the appropriate historic preservation entities and prioritize adaptive preservation and mitigation strategies to increase the resilience of these resources against sea level rise and natural disasters.

# ACTION PLAN:

## GOALS + OBJECTIVES [cont.]

The Town shall continue to identify existing under-performing infrastructure- both physical and digital- and implement infrastructure improvement strategies that facilitate targeted investments, allow managed performance, and achieve greater flexibility in system operations.

### ACTION PLANNING:

- The Town shall identify vulnerable roadways and bridges using the Florida Department of Transportation Sea Level Scenario Sketch Planning Tool.
- The Town shall continue to update their Stormwater Master Plan as updated data and groundwater and sea level projections become available.
- The Town shall identify and quantify infrastructure and populations at risk to sea level rise and storm surge.
- The Town shall identify susceptibility to cyber attacks and plan steps to reduce risk.
- Identify organizations that work with insurance groups for event preparedness.



## 10.00 DISASTER RESPONSE PREPARATION

### OBJECTIVE:

Increase community resiliency through disaster response preparation in the context of climate change to promote rapid recovery.



### POLICY PLANNING:

The Town shall continue to communicate and collaboratively plan with other local, regional, state and federal agencies on emergency preparedness and disaster management strategies including incorporating climate change impacts into updates of local mitigation plans, water supply and management plans, shelter placement and capacity, review of major traffic-ways and evacuation routes, and cost analysis of post disaster redevelopment strategies.

### ACTION PLANNING:

- The Town shall examine and determine the resilience of evacuation routes by mapping them against projected climate impacts, and collaboratively plan for the redesign of any evacuation routes that are threatened by climate impacts.
- The Town shall provide emergency and disaster training for Town Staff, including for flooding scenarios and extreme heat wave events.
- In assessing expenditures the Town shall prioritize renewable and distributed energy technologies power at emergency command centers and disaster recovery functions.
- The Town share regional tools and templates on preparing business recovery plans and home adaptation plans and encourage individual small businesses

## ACTION PLAN: GOALS + OBJECTIVES [cont.]

and homeowners to develop personal recovery plans.

- The Town shall designate solar charging with battery storage and other renewable options to benefit and improve the community's emergency management preparedness in times of power outages.
- Encourage community members to obtain Community Emergency Response Training (CERT) and provide information on training opportunities.



## 11.00 NATIONAL FLOOD INSURANCE AND COMMUNITY RATING SYSTEM PROGRAMS

### OBJECTIVE:

Increase community resiliency through continued participation in the National Flood Insurance Program (NFIP) and Community Rating System program to promote flood damage reduction.



### POLICY PLANNING:

The Town shall collaborate with regional partners to advocate for regional long-term affordability and sustainability of flood insurance coverage and options within the National Flood Insurance Program (NFIP), and for private insurers that properly credit communities and individual policyholders for investments in resilience.

The Town shall continue to identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies and implement these techniques and best practices through the land development code and Community Rating System.

### ACTION PLANNING:

- The Town shall evaluate the FEMA FIRM Map special flood hazard areas periodically against local water level data.



## ACTION PLAN:

### GOALS + OBJECTIVES [cont.]

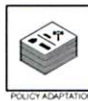
- The Town shall review and evaluate the Town's Floodplain Management regulations to evaluate and make recommendations and updates to adopt climate resilient practices such as:
  - a. Increased finish floor elevation standards with respect to projected sea level rise scenarios and flooding potential,
  - b. Enhanced cumulative tracking standards for substantial improvement projects
  - c. Establishment of a minimum Base Flood Elevation if warranted.



## 12.00 PUBLIC HEALTH

### **OBJECTIVE:**

Increase community resiliency through identification of and preparation for public health risks associated with climate change.



### **POLICY PLANNING:**

The Town shall consider the public health consequences of climate change, such as extreme temperatures and vector-borne diseases, and take steps to build capacity to respond to or support other agency responders.

The Town shall ensure the availability of, and access to, public cooling centers during extreme heat events.

### **ACTION PLANNING:**

The Town shall continue to coordinate with its County and State Public health partners to stay informed of emerging diseases associated with climate change impacts, and current gaps in health data that would support the monitoring of climate change health impacts.

# BEACH DUNE REPORT

## EXHIBIT SE. 3

# Town of Surfside

9293 Harding Avenue

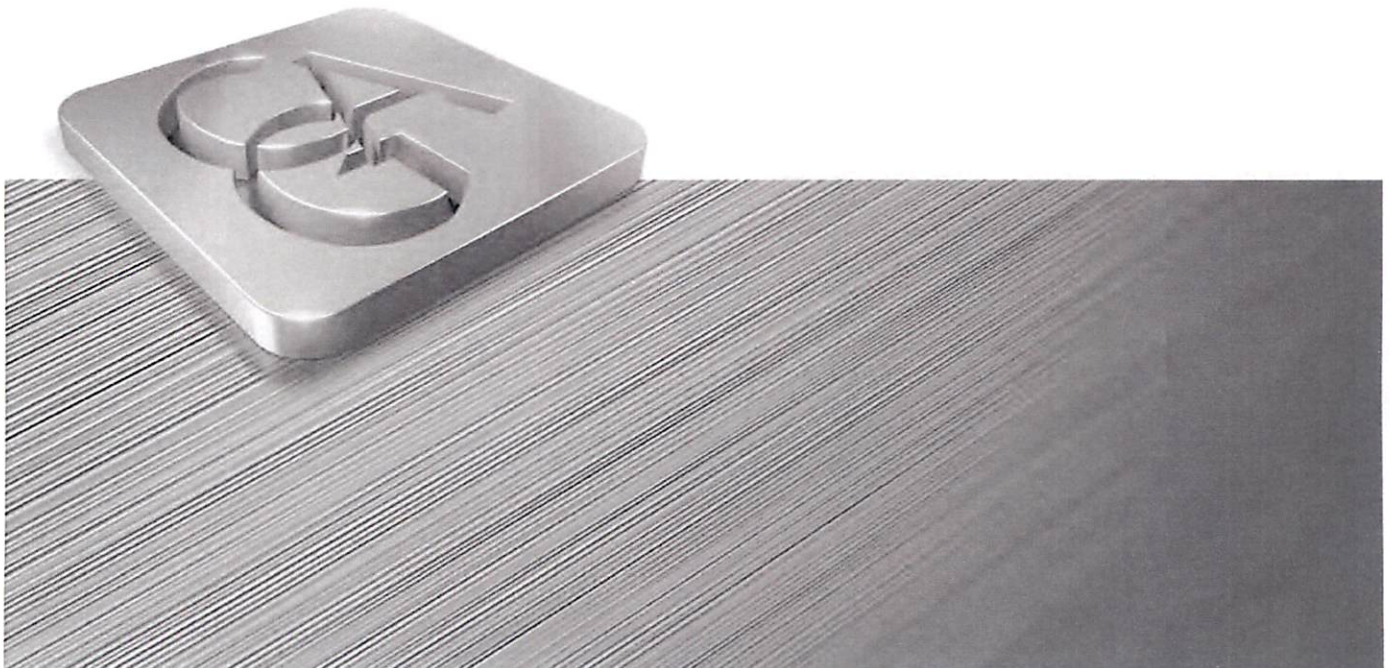
Surfside, FL 33154

Beach and Dune Report

W.A. 110

CGA Project number: 18-9942

Prepared By: **Calvin, Giordano & Associates, Inc.**  
E X C E P T I O N A L   S O L U T I O N S <sup>TM</sup>





## BEACH CREATION AND STATUS

The approximate one mile length of public beach and dune along the Town of Surfside's (Town or Surfside) ocean frontage was created from a beach renourishment program. The federally-authorized Dade County Shore Protection Project, which included Surfside, began in 1978 and was completed in January 1982 using sand from offshore borrow sites. This project included creation of a 20 foot wide dune at elevation +10.7 foot NGVD and a 50 foot wide level storm protection berm at elevation +8.2 foot NGVD. Additional fill material, equivalent to ten years of advance nourishment, was placed seaward of the design berm with this initial program. The Miami-Dade (County) *Erosion Control Master Plan* (Plan) reports that an additionally 590,000 cubic yards of sand was placed in Surfside again in 1999. The attached aerial photographs of Surfside in 1970 and 1984 demonstrate the initial beach renourishment effort and the 1999 aerial photographs (February and December) demonstrate the follow-up project. See [Exhibit A. Aerial photograph of Surfside 1970 and 1984 and 1999](#).

The December 2017, *Critically Eroded Beaches in Florida*, report from the Florida Department of Environmental Protection (FDEP) states that most of the County's barrier island coast north of Cape Florida is critically eroded. FDEP, pursuant to rule 62B-36.002(5), Florida Administrative Code (F.A.C.), defines a critically eroded shoreline as, "a segment of the shoreline where natural processes or human activity have caused or contributed to erosion and recession of the beach or dune system to such a degree that upland development, recreational interests, wildlife habitat, or important cultural resources are threatened or lost. Critically eroded shorelines may also include peripheral segments or gaps between identified critically eroded areas which, although they may be stable or slightly erosional now, their inclusion is necessary for continuity of management of the coastal system or for the design integrity of adjacent beach management projects." The report identifies three critically eroded areas (17.0 miles), two non-critically eroded areas (1.4 miles) and one non-critically eroded inlet shoreline area (0.3 mile) in the County. Between Bakers Haulover Inlet and Government Cut (R27 – R74.4) are 9.4 miles of critical erosion, which threaten development and recreational interests along Bal Harbour, Surfside and Miami Beach. See [Exhibit B. Critically Eroded Beaches Map](#).

The Town is approximately 0.85 miles south of Bakers Haulover Inlet. The Plan states that "areas immediately south of most inlets typically experience erosion due to sand being lost, creating a deficit on the downdrift side. At Bakers Haulover Inlet, sand is lost due to high current velocities, which tend to jet sand coming into the inlet either offshore, or into Biscayne Bay, where it accumulates in ebb and flood shoals, respectively. While these shoals are periodically dredged and the sand placed on the beach, there are inherent losses which create erosional conditions. In addition to the direct effects of the inlet, the curved jetty structure on the south side of the inlet can result in wave refraction under certain weather conditions that can accelerate the loss of sand from the beach in the vicinity of the jetty." Although Bal Harbour, which lies immediately south of the jetty and to the north of Surfside, is most strongly affected by the inlet, the lack of downdrift sand also impacts the Town and the beaches to the south, by depletion of the sand source that naturally should drift south. Inlets throughout Florida are studied, monitored and managed in accordance with their adopted Inlet Management plans; *The Baker Haulover Inlet Management and Implementation Plan* was jointly developed by FDEP and the County. Ongoing is a *Baker Haulover Inlet Feasibility Study* that is funded by FDEP with the County leading this project. A Technical Advisory Group comprised of Surfside, Bal Harbour, Sunny Isles Beach, the County, FDEP and the Florida Inland Navigation District, has been meeting over this past year to collaboratively work with the firm of Moffat & Nichol to finalize the report that is evaluating and investigating improvements to sand bypassing at the inlet. It is anticipated the report will be completed in the spring of



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2019. FDEP will then review and utilize the report to update the inlet management plan. The FDEP process may take an additional year.

Beaches and dunes are not discrete units confined by municipal limits; they are components of a larger ecosystem. The beach and dune system along Surfside is a part of the larger managed beach dune system along the County's Barrier Islands. An upcoming United States Army Corps of Engineers (ACOE) driven project proposes to place 300,000 cubic yards of sand along the beach front of Surfside from coastal range monument 31.5 to 36.5 (the entire length of the Town). This project is in the final stages of permit processing and it is anticipated work will begin in mid-2019. The proposed renourishment will have a typical berm crest of 6.1', a berm width of 240' and a construction slope of 1 vertical to 10 horizontal. The Town is an active partner with the ACOE and the County in this project. The Town is providing surveying services and permit processing services for this project. The State is reviewing the project and will be issuing a joint coastal permit through the Beaches, Inlets and Ports Program that falls within the FDEP. The County and the ACOE are co-permittees on this project and will also be issuing permits. For the Surfside project sand will be hauled to the site from approved inland sand mines sources.

The Town beach renourishment project is a component of an overall ACOE driven project in the County that also includes the Bal Harbour beach and the inlet. The Bal Harbour component involves inlet dredging as well as sand placement on the beach. It is anticipated work will begin in mid-2020 on this component. Other components of the overall County project include Sunny Isles Beach and segments of Miami Beach. These other components will run through 2020. Beach monitoring and renourishment throughout the County is a monitored and managed project with the ACOE and the County taking lead roles.

#### BEACH OWNERSHIP, FEATURES AND REGULATORY STRUCTURE

To understand ownership, responsibility and the applicable regulatory structure of the beach and dune system there are three distinct delineations that must be understood; these are: 1) the erosion control line (ECL), 2) the ocean bulkhead line and 3) the coastal construction control line (CCCL). These are shown on [Exhibit C. Beach Aerial with ECL, Bulkhead and CCCL Delineations](#)

**1) Erosion Control Line:** The ECL is defined in F.A.C. 62B-41.002(15) as "the line determined in accordance with the provisions of sections 161.141-.211, Florida Statute (F.S.) and recorded pursuant to section 161.181, F.S., in connection with beach restoration projects. Where established, an erosion control line represents the landward extent of the claims of the state in its capacity as sovereign title holder of the submerged bottoms and shores of the Atlantic Ocean, the Gulf of Mexico, the Straits of Florida and the bays, lagoons and other tidal reaches thereof."

The Plan describes the ECL as follows "Under Florida law, all land located seaward of the Mean High Water Line (MHWL) (with certain exceptions) is the property of the State of Florida. In implementing a beach nourishment or other activity that will artificially move the MHWL seaward, the State requires, pursuant to Chapter 161, F.S., that the project sponsor establish an ECL in order to allow the State to maintain ownership of these previously submerged areas. Prior to the establishment of an ECL, a riparian owner's seaward property line is the MHWL and is subject to fluctuation based on naturally occurring erosion or accretion. The establishment of an ECL occurs by surveying the location of the pre-project MHWL prior to the project using established survey procedures. This surveyed shoreline position then becomes a fixed property line known as the ECL. Once established, this line remains the seaward extent of the riparian owner, regardless of the change on the MHWL by fill placement or other means. In most cases, any new beach established seaward of the ECL is under State ownership and is available as public beach."



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Within the Town the ECL runs roughly along the crest of the storm protection dune (slightly landward of the footpath that runs along the crest of the dune). Everything seaward of the ECL is owned by the State and is open for public recreation. See Exhibit C. Beach Aerial with ECL, Bulkhead and CCCL Delineations. This line identifies the shoreline prior to the beach renourishment completed in 1982. Although not owned by the Town, the beach area east of the ECL does fall within the corporate limits of the Town. Other than one lifeguard station, there are no piers, cabanas, marinas or other structures on the public beach.

The beach and associated dune system seaward of the footpath is maintained through agreement and on behalf of the State by the County Park and Recreation Department. The beach is maintained in a natural condition. The County specifically mechanically and manually cleans the beach, removes seaweed, empties the trash cans and removes/levels any escarpments that form. The Town Commission recently approved and adopted in the 2018-2019 budget for additional mechanical beach raking to supplement that done by the County, the Town is working on implementing this raking program. The Town maintains the walking path on the crest of the dune.

Unless an extremely significant storm event would occur to move the MHWL landward of the existing ECL and a subsequent publically funded renourishment program would trigger the necessity for a new ECL survey, the ECL will remain static in the Town.

2) Ocean Bulkhead Line: The Town has established an ocean bulkhead line that falls within and applies to the privately owned beach front properties east of Collins Avenue; this line is also shown on Exhibit C. Beach Aerial with ECL, Bulkhead and CCCL Delineations. The Town zoning code prohibits development or redevelopment seaward of the ocean bulkhead line. Seaward of this bulkhead line there are approximately 19 acres that lie adjacent to the State owned beach. Within this ocean bulkhead setback area, along the landward side of the dune, there is an unimproved maintenance path that is utilized by the State, the County and the Town that runs the entire length of the Town. This maintenance path is and has historically been, a popular public walking and biking path. This maintenance path, which is also utilized for emergency vehicles, is maintained by the Town. Any commercial use of the maintenance path, for construction or special events, etc., requires a Police Department Escort permit. Nearly all of the property owners have provided landscape improvements in the area between the bulkhead line and maintenance path. The maintenance path, also referred to as the 'Hardpack' is defined in Sec. 34-3 of the Town code as "The sand road west of the Erosion Control Line used by public safety and other authorized vehicles, pursuant to section 90-60.1(5) of the Town Code of Ordinances."

Relating to the ocean bulkhead line, Article IV, Division 2 of the Town Code specifically states the following within Section 14:

Sec. 14-87. - Construction east of line. It shall be unlawful for any person to construct any groin, bulkhead, seawall, jetty, breakwater or other protective work or to place any permanent or temporary structure of any nature whatsoever east of the ocean bulkhead line. It shall also be unlawful for any person to repair, extend, alter or replace any existing structure lying east of the ocean bulkhead line.

Sec. 14-88. - Construction west of line. Except as provided in section 90-187 no structure of any nature whatsoever may be erected within 20 feet west of the ocean bulkhead line and it shall be unlawful to repair, extend, alter or replace any existing structure lying within 20 feet west of the ocean bulkhead line which is not permitted under the provisions of section 90-187.

Sec. 14-89. - Vehicles east of line. It shall be unlawful for any person to drive, park, store or leave unattended any vehicle east of the ocean bulkhead line. In case of an emergency, the Town manager may



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grant temporary permission for vehicular access, upon such terms and conditions as he shall deem appropriate.

Additionally, Sec. 90-60 of the Town code addresses construction adjacent to the ocean bulkhead line and states the following:

90-60.1 Ocean bulkhead lines are established in section 14-86 and the following regulations shall control construction adjacent thereto:

- (1) No permit shall be issued for the construction of any habitable, fully-enclosed structure east of the ocean bulkhead line.
- (2) No permit shall be issued for the repair, extension, alteration or replacement of any habitable, fully-enclosed structure east of the ocean bulkhead line.
- (3) No permit shall be issued for the construction of any habitable, fully enclosed structure closer than 20 feet to the west of the ocean bulkhead line.
- (4) No permit shall be issued for the repair, extension, alteration or replacement of any habitable, fully enclosed structure lying within 20 feet to the west of the ocean bulkhead line.
- (5) All properties east of Collins Avenue which upon redevelopment or expansion of habitable, fully enclosed structures require a permit from the town shall be required to provide an access easement to the town granting the perpetual use of the hardpack to the public, provided that the development creates an impact on public safety and the need for the easement is proportional to the impact created. The hardpack is defined as the sand road west of the Erosion Control Line used by public safety vehicles. Each access easement agreement shall be in a form acceptable to the town manager and approved as to legal sufficiency by the town attorney and shall contain a signed and sealed boundary survey and legal description of the easement area.

3) Coastal Construction Control Line: The CCCL Program is an integral component of the state's Beach and Shore Preservation Act pursuant to Part I of Chapter 161, F.S. Per FDEP, the program regulates and protects Florida's beaches and dunes from imprudent construction that could jeopardize the beach/dune system, accelerate erosion, threaten upland structures and property and interfere with public beach access while allowing reasonable use of private property. The CCCL program is administered through the FDEP. Other than a few limited exceptions, all development seaward of the CCCL requires a permit from FDEP. The CCCL permitting criteria is contained in F.A.C. 62B-26 through 56. Within the Town the CCCL runs roughly through the middle of the developable portions of the properties that fall east of Collins Avenue, this line is also shown on Exhibit C. Beach Aerial with ECL, Bulkhead and CCCL Delineations.

As stated on the FDEP website "the Coastal Construction Control Line defines that portion of the beach and dune system subject to severe fluctuations based on a 100-year storm event and establishes the landward limit of jurisdiction of the Department of Environmental Protection along sandy beaches of the state which front on the Gulf of Mexico, the Atlantic Ocean and the Straits of Florida. Unless otherwise exempt; a permit is required from FDEP for construction and excavation activities seaward of the CCCL. The CCCL is not a seaward limit for construction of upland structures (as in a setback line), but is an area where special siting and design considerations are necessary to protect the beach and dune system, proposed or existing structures, adjacent properties, public beach access, native salt-tolerant coastal vegetation and marine turtles."



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There are seven platted right of ways that run east to the ECL, these are 96<sup>th</sup>, 95<sup>th</sup>, 94<sup>th</sup>, 92<sup>nd</sup>, 90<sup>th</sup>, 89<sup>th</sup> and 88<sup>th</sup> streets. The improved roadways end near the ocean bulkhead line with unimproved paths that continue and crossover the dune and provide public access to the beach. To limit impacts to the dune and dune vegetation, there are a total of sixteen dune cross-over pathway locations that have been established within the Town, seven of these cross-overs correspond to the termination of the platted public right-of-ways referenced above and another one is in front of the Town Community Center providing public access to the beach. Although the remaining cross-overs begin on private properties, the established 'hardpack' maintenance path provides public access to the beach on these cross-overs as well. Creation or relocation of a dune cross-over requires a CCCL permit from the FDEP and notification to the Town.

In addition to the Hardpack maintenance path there is also a narrower walking path along the crest of the dune. This foot path has a coquina crushed shell base and post and rope edging to protect adjacent vegetation from foot traffic. This post and rope fencing also abuts the established maintenance path to block foot traffic from entering into the vegetated dune. The post and rope fencing is maintained by the Town.

To summarize, development on the properties east of Collins Avenue is subject to the FDEP CCCL permitting program, development within these properties adjacent to and east of the ocean bulkhead line is highly restricted through the Town code –the landward side of the dune and the public maintenance path falls within this area-and eastward of the ECL the dune and beach system is state owned and maintained by the County.

#### BEACH AND DUNE FUNCTIONS

In addition to the recreational functions, the beach and dune system protects upland properties from storm damage and provides habitat for plants and animals. Dunes block storm surge and absorb wave energy; vegetated dunes minimize erosion and accrete sand and enhance beautification. Impacts to dunes and dune vegetation are regulated by the State of Florida through the CCCL program. The CCCL program directs development away from the dunes, protects dune vegetation and regulates the relocation of sand within the permitted project area. The CCCL program also ensures that any relocated sand or imported sand is compatible with the existing beach sand.

The following definitions are contained in F.A.C. 62B-55.002:

- (2) "Beach" means the zone of unconsolidated material that extends landward from the mean low water line to the place where there is a marked change in material or physiographic form, or to the line of permanent vegetation, usually the effective limit of storm waves.
- (9) "Dune" means a mound or ridge of loose sediments, usually sand-sized, lying landward of the beach and deposited by any natural or artificial mechanism.
- (10) "Frontal dune" means the first natural or man-made mound or bluff of sand which is located landward of the beach and which has sufficient vegetation, height, continuity and configuration to offer protective value.

To strengthen protection for the beach and dune system, Sec. 34-2 of the Town Code states "It is hereby declared and determined that preserving and enhancing the quality of the Town's beaches is essential to serve and benefit the town's residents and visitors. The chemical and physical composition of beach sand must not interfere with the health, safety or welfare of the public." The Town has also installed 'diverter' dunes at the ocean-side ends of the beach access pathways at 96<sup>th</sup> street and the cross-over located between 90<sup>th</sup> and 92<sup>nd</sup> street (adjacent to the Surfclub development). Diverter dunes



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are small triangular shaped dunes structures created within the seaward side openings of the beach access paths designed to impede and slow the velocity of the storm surge entering the access way opening. The Town is exploring opportunities to install additional diverter dunes at other access pathway openings.

FDEP also administers the Beaches, Inlets and Ports Program (BIPP). The BIPP program permits beach renourishment projects and piers and per FDEP, "projects that generally are below the mean high water line and extend into the sovereign submerged lands and are likely to affect the distribution of sand along the beach."

#### FLORA AND FAUNA CONSIDERATIONS

Florida's sandy beaches are nesting sites for several species of threatened or endangered marine turtles. Turtle nesting season runs from May 1 to October 31 in the County. Activities that interfere with the movement of turtles up or along the beach, result in a change in the basic character of the beach itself, or result in improper lighting, can inhibit the successful nesting of turtles. The marine turtles listed below in Table 1. Protected Marine Turtle Species in Florida; are protected under the Federal Endangered Species Act of 1973 and Florida's Marine Turtle Protection Act, F.S. 379.2431.

Florida Statutes restrict the take, possession, disturbance, mutilation, destruction, selling, transference, molestation, and harassment of marine turtles, nests or eggs. Protection is also afforded to marine turtle habitat. Additionally, specific authorization from the Florida Fish and Wildlife Conservation Commission (FWC) staff is required to conduct scientific, conservation, or educational activities that directly involve marine turtles in or collected from Florida, their nests, hatchlings or parts thereof, regardless of applicant's possession of any federal permit.

Table 1. Protected Marine Turtle Species in Florida

Green sea turtle	<i>Chelonia mydas</i>	Federally-designated Threatened
Hawksbill sea turtle	<i>Eretmochelys imbricata</i>	Federally-designated Endangered
Kemp's ridley sea turtle	<i>Lepidochelys kempii</i>	Federally-designated Endangered
Leatherback sea turtle	<i>Dermochelys coriacea</i>	Federally-designated Endangered
Loggerhead sea turtle	<i>Caretta caretta</i>	Federally-designated Threatened

Historically hatchling turtles were guided to the ocean by an instinct to travel away from the dark silhouettes of the dune vegetation and toward the brightest horizon which was the light from the sky reflecting off the ocean. Many coastal areas are highly populated with artificial lights near the beach that can deter females from nesting and disorient hatchling sea turtles. When disoriented, the hatchlings travel inland toward the artificial lights where they often die from dehydration, entrapment predation, or sometimes crawling onto roads where they are run over by cars.

FDEP and FWC dually review permits under the CCCL program for coastal construction under Chapter 62B, F.A.C. for affects to marine turtles. FDEP also regulates mechanized beach cleaning under the Florida Beach and Shore Preservation Act, F. S. 161. In order for beach cleaning to occur during nesting season, FWC and FDEP have developed special conditions to protect marine turtles, their nests and hatchlings.

To protect turtle hatchlings from disorientation the Town code established lighting standards for new and existing development in Sec. 34-84. - *Lighting Standards for Coastal Construction Activities*, which states the following:



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- (a) *Lighting standards for new development.* It is the policy of the Town of Surfside that no artificial light shall illuminate within direct line-of-sight of the beach that has potential to interfere with turtle nesting. To meet this intent, new development construction within line-of-sight of the beach shall comply with the following:
- (1) Exterior artificial light fixtures shall be designed and positioned so that:
    - a. The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
    - b. Areas seaward of the frontal dune are not directly or indirectly illuminated; and
    - c. Areas seaward of the frontal dune are not cumulatively illuminated.
  - (2) Exterior artificial light fixtures within direct line-of-sight of the beach are considered appropriately designed if:
    - a. Completely shielded downlight only fixtures or recessed fixtures having low wattage (i.e., 50 watts or less) bug type bulbs and non-reflective interior surfaces are used. Other fixtures that have appropriate shields, louvers, or cut-off features may also be used if they are in compliance with subsection (a)(1)a.—c. above; and
    - b. All fixtures are mounted as low in elevation as possible through use of low-mounted wall fixtures, low bollards, and ground-level fixtures.
  - (3) Floodlights, uplights or spotlights for decorative and accent purposes that are directly visible from the beach, or which indirectly or cumulatively illuminate the beach, shall not be used.
  - (4) Exterior lights used expressly for safety or security purposes shall be limited to the minimum number and configuration required to achieve their functional role(s). The use of motion detector switches that keep lights off except when approached and that switch lights on for the minimum duration possible are preferred.
  - (5) Only low intensity lighting shall be used in parking areas within line-of-sight of the beach. Such lighting shall be:
    - a. Set on a base which raises the source of light no higher than 48 inches off the ground or higher if necessary to conform with life safety codes; and
    - b. Positioned or shielded so that the light is cast downward and the source of light or any reflective surface of the light fixture is not visible from the beach and does not directly or indirectly illuminate the beach.
  - (6) Parking areas and roadways, including any paved or unpaved areas upon which motorized vehicles will park or operated, shall be designed and located to prevent vehicular headlights from directly or indirectly illuminating the beach.
  - (7) Vehicular lighting, parking area lighting, and roadways lighting shall be shielded from the beach through the use of ground-level barriers. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short-or long-term damage to the beach/dune system.
  - (8) Tinted glass shall be installed on all windows and glass doors of single and multi-story structures within line-of-sight of the beach.
  - (9) Use of appropriately shielded low pressure sodium vapor lamps and fixtures shall be preferred for high-intensity lighting applications such as lighting parking areas and roadways, providing security, and similar applications.
  - (10) Temporary lighting of construction sites during the marine turtle nesting season shall be restricted to the minimal amount necessary and shall incorporate all of the standards of this section.
  - (11) Properties that abut the beach which have signage facing the beach or in the line-of-sight of the beach, including building identification signs, shall not be illuminated during the nighttime hours of the nesting season. Properties that face the beach but do not abut the beach which have signage visible from the beach shall be properly shielded with downward facing fixtures where the chosen background does not reflect the light source and signs that are lit internally must illuminate only the text and have the appropriate shielding, and not reflect the light source.



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- (b) *Lighting standards for existing development.* It is the policy of the Town of Surfside that no artificial light shall illuminate any area within direct line-of-sight of the beach that has the potential to interfere with turtle nesting. To meet this intent, within 12 months of the effective date of this article or when an existing development has begun renovations exceeding 50 percent of the tax assessed value of the structure as determined by the building official, an existing development shall be in compliance with the following:
- (1) Existing artificial light fixtures shall be repositioned, modified, or removed so that:
    - a. The point source of light or any reflective surface of the light fixture is not directly visible from the beach;
    - b. Areas seaward of the frontal dune are not directly or indirectly illuminated; and
    - c. Areas seaward of the frontal dune are not cumulatively illuminated.
  - (2) The following measures shall be taken to reduce or eliminate the negative effects of existing exterior artificial lighting:
    - a. Reposition fixtures so that the point source of light or any reflective surface of the light fixture is no longer visible from the beach;
    - b. Replace fixtures having an exposed light source with fixtures containing recessed light sources or shields;
    - c. Replace traditional light bulbs with bug type bulbs not exceeding 50 watts or any alternative lighting source as defined herein;
    - d. Replace nondirectional fixtures with directional fixtures that point down and away from the beach;
    - e. Replace fixtures having transparent or translucent coverings with fixtures having opaque shields covering an arc of at least 180 degrees and extending an appropriate distance below the bottom edge of the fixture on the seaward side so that the light source or any reflective surface of the light fixture is not visible from the beach;
    - f. Replace pole lamps with low-profile, low-level luminaries so that the light source or any reflective surface of the light fixture is not visible from the beach;
    - g. Replace incandescent, fluorescent, and high intensity lighting with the lowest wattage low pressure sodium vapor lighting possible for the specific application or an alternative lighting source;
    - h. Plan or improve vegetation buffers between the light source and the beach to screen light from the beach;
    - i. Construct a ground level barrier to shield light sources from the beach. Ground-level barriers must not interfere with marine turtle nesting or hatchling emergence, or cause short- or long-term damage to the beach-dune system;
    - j. Permanently remove or permanently disable any fixture that cannot be brought into compliance with the provisions of these standards.
  - (3) Properties that abut the beach which have signage facing the beach or in the line-of-sight of the beach, including building identification signs, shall not be illuminated during the nighttime hours of the nesting season. Properties that face the beach but do not abut the beach which have signage visible from the beach shall be properly shielded with downward facing fixtures where the chosen background does not reflect the light source and signs that are lit internally must illuminate only the text and have the appropriate shielding, and not reflect the light source.
  - (4) One or more of the following measures shall be taken to reduce or eliminate the negative effects of interior light emanating from doors and windows within line-of-sight of the beach:
    - a. Apply window tint or film that meets the standards in the definition of "tinted or filmed glass";
    - b. Rearrange lamps and other moveable fixtures away from windows;
    - c. Use window treatments (e.g., blinds, curtains) to shield interior lights from the beach; and/or
    - d. Turn off unnecessary lights.



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Additionally, Sec. 34-83. - *Prohibited Activities Disruptive to Marine Turtles*, includes the following provisions:

(a) *Prohibited activities*. The following activities involving direct illumination of portions of the beach are prohibited on the beach at nighttime during the nesting season for the protection of nesting marine turtle females, nests and hatchlings:

- (1) The operation of all motorized vehicles, except emergency and law enforcement, or emergency beach maintenance vehicles or those permitted on the beach for marine turtle's conservation and/or research.
- (2) The building of campfires or bonfires.
- (3) Fireworks displays, except those that have town special event permits and, if applicable, a FDEP permit; however, nothing in this article shall prohibit the town's July 4th fireworks display.
- (4) Special events pursuant to chapter 35, article 1, of the town Code, unless allowed first by permit issued by FDEP.

The Town also affords protection for turtle nesting and hatchlings through the following Town codes: Sec. 86-30. - *Limitations on Beach Furniture* and Sec. 86-31. - *Beach Furniture Permit Requirements*, specifying that beach furniture shall not inhibit access to the public beach, nor obstruct reasonable access on the beach for pedestrians and emergency vehicles, nor impact native vegetation, nor affect sea turtles or other wildlife; and requiring a hotel beach furniture operator to procure a local business tax receipt and comply with the regulations of section 70-41 of the Town of Surfside Code and all required licenses or permits from the County, the State of Florida and federal entities.

Predation or destruction of nests can occur by raccoons or uncontrolled dogs. A comprehensive beach maintenance program should include the control of these animals. The Town does not allow dogs on the public beach as specified in Code Sec. 10-33 stating "No dog, whether on a leash or without a leash, muzzled or unmuzzled, shall be permitted at any time on any public beach in the town. Nothing in this section shall be construed to apply to any deaf or hard of hearing person, totally or partially disabled person, or physically disabled person accompanied by a guide dog or service dog specially trained for the purpose."

Throughout Florida a multitude of citizen volunteers walk beaches during nesting season to report on crawls, nesting activity and nest locations. FWC's Fish and Wildlife Research Institute (FWRI) coordinates nesting beach survey programs around the state and the FWRI staff members coordinate the Florida Sea Turtle Stranding and Salvage Network (FLSTSSN), which is responsible for gathering data on dead or debilitated (i.e., stranded) sea turtles found in Florida. The beach survey program is administered on behalf of FWRI locally by the County and the Town's Park and Recreation Depart staff maintain communication with the County staff.

Sea Oats (*Uniola paniculata*) and Seagrapes (*Coccolobis uvifera*) are considered the most common dune vegetation. These are protected under F.S. 161.242 which states "Harvesting of sea oats and sea grapes prohibited; possession prima facie evidence of violation.

- (1) The purpose of this section is to protect the beaches and shores of the state from erosion by preserving natural vegetative cover to bind the sand.
- (2) It is unlawful for any purpose to cut, harvest, remove, or eradicate any of the grass commonly known as sea oats or *Uniola paniculata* and *Coccolobis uvifera* commonly known as sea grapes from any public land or from



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any private land without consent of the owner of such land or person having lawful possession thereof.

Possession of either *Uniola paniculata* or *Coccolobis uvifera* by other than the owner of such land shall constitute prima facie evidence of violation of this section. However, licensed, certified nurserymen who grow any of the native plants listed in this section from seeds or by vegetative propagation are specifically permitted to sell these commercially grown plants and shall not be in violation of this section of the law if they do so, as it is the intent of the law to preserve and encourage the growth of these native plants which are rapidly disappearing from the state.”

The FDEP has established *Sea Grape Trimming Guidelines* for maintenance trimming of sea grapes, any trimming outside the established guidelines, or the need to remove a tree, will require a permit from the FDEP.

There are several listed plant species that may make their home in the sandy dune habitat of south Florida. These include but are not limited to the plants listed below in Table 2. Listed Dune Plant Species

Table 2. Listed Dune Plant Species

Scientific name	Common Name	Status
<i>Coccothrinax argentata</i>	Florida Silver Palm	Threatened-State
<i>Ernodea cokeri</i>	Coker's Beach Creeper	Endangered-State
<i>Heliotropium gnaphalodes</i>	Sea Rosemary; Sea Lavender	Endangered-State
<i>Leucothrinax morrisii</i>	Brittle Thatch Palm	Threatened-State
<i>Okenia hypogaea</i>	Beach Peanut	Endangered-State
<i>Scaevola plumieri</i>	Beachberry; Inkberry; Gullfeed	Threatened-State

There are several aggressive invasive plant species that can flourish in the sandy dune habitat and disrupt native vegetative communities. In particular the Hawaiian half-flower or beach naupaka (*Scaevola taccada*) is a common invasive exotic dune plant plaguing south Florida beaches. The plant's shallow roots and fragile stems are easily destroyed in high winds or storms making it far less effective in dune stabilization than sea oats and other native species. This aggressive plant will colonize and block out native vegetation. Brazilian-pepper trees (*Schinus terebinthifolius*) and Australian-pine trees (*Casuarina equisetifolia*) can also infest and disrupt dune vegetative communities. All three of these species are recognized as Category I invasive species by the Florida Exotic Pest Plant Council. A Category I species is defined as “Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives.”

For the landward side of the dune on the private properties, when these properties pursue development permits the Town code in Section 90-90.3 states “As a condition of approval, the property owner shall remove all invasive exotic species from the property prior to final approval.” The Town also regulates native vegetation through the following codes: Sec. 90-86 “All buildings, structures, new developments, redevelopment and changes of use requiring a permit shall require submittal of a landscape and irrigation plan”; and Sec. 90-97 “Tree removal/relocation permits and native plant community vegetation removal permits are required prior to the removal/relocation of trees, specimen trees, or any vegetation, pursuant to section 24-60 of the County Code. Also, tree abuse including hack racking is prohibited within the town. Tree protection barriers are required during site development to preserve existing and relocated trees. The County Department of



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Environmental Resources Management (DERM) is responsible for administering and enforcing these provisions.” As a component of a project specific CCCL permit the FDEP may require dune plantings and the removal of invasive vegetation on the dune system adjacent to a development project.

The Town partnered with the not-for-profit Youth Environmental Alliance (YEA), on a one-time dune planting project along with the removal of the invasive Scaevola plant.

## RECOMMENDATIONS

The Town’s capacity to directly manage or impact the beach and dune system activity is limited due to their limited ownership; however, below are some best management practices (BMPs) that the Town can pursue to provide protection for sea turtles and the dune system.

Control Light Pollution: Turning out unnecessary lights is the simplest, most effective and most energy efficient solution to avoid negative impacts to wildlife from light pollution. However, this is not a feasible solution where lighting is required for safety and security. The FWC wildlife lighting criteria specifies that a fixture, lamp, or community lighting must be able to satisfy three (3) conditions. These conditions are: 1) keep it low, 2) keep it shielded and 3) keep it long. These are described as follows:

- “Keep it low” means that the fixtures must be able to be mounted as low as possible and still be appropriate for the needed purpose, must be able to accept lamps that produce only the lumens necessary for the needed purpose and bulb must produce the lowest lumens necessary for the needed purpose.
- “Keep it shielded” means that the: fixture must meet or exceed full cut-off (meaning the fixture blocks light from shining at an upward angle), must be able to shield the bulb, lamp, or glowing lens from the beach, wildlife corridor, or protected natural area (when mounted appropriately) and that the bulb must be able to be used in an FWC approved fixture.
- “Keep it long” means that the fixture must accept long wavelength bulbs. The acceptable long wavelength light is 560 nanometers (nm) while anything below 560 nm would be unacceptable.

The site plan review, CCCL and Town building permit processes ensure that new oceanfront lighting complies with the FDEP and FWC lighting criteria, the Town code compliance process can ensure that lighting remains in compliance. Lighting Surveys of beach facing properties can be conducted to identify any existing lighting that may need to be brought into compliance.

Provide Public Education: Many visitors to the Town are unfamiliar with beach and dune habitat and marine turtles. Educational signage at public beach access points can inform visitors. Information on the Town website and in the Surfside Gazette can reach and inform residents and visitors alike. The Town can utilize useful education material on turtles from <http://myfwc.com/education/wildlife/sea-turtle/>. The Town can publicize the FWC Wildlife Alert phone number (1-888-404-FWCC) to inform people where to report information on injured or stranded turtles.

Beach Furniture Compliance: The Town code compliance process can ensure that beach furniture placement remains in compliance and that any hotel or condominium that plans to put beach furniture on the beach obtain the required Town permit.



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**Protect Native Dune Vegetation:** Native dune species help to trap and hold sand and inhibit erosion. Invasive dune species can crowd out and impede the growth of native species and often have shallow roots and fragile stems that are easily destroyed in high winds or storms making them ineffective in dune stabilization. The removal of invasive species and installation of native dune species restores the dune's natural functions and biodiversity. The following measures protect and enhance native dune vegetation and the dune structure:

- Remove invasive vegetation. Coordinate with the County to ensure invasive/aggressive vegetation is removed from the state owned portions of the dune. Conduct the follow-up inspection on private properties to ensure invasive species are completely removed when required through the issuance of a Town development permit. On the platted right of ways and Town-owned properties all invasive vegetation should be removed with a routine inspection and follow-up eradication program established.
- Do not leave removed invasive vegetation on-site. Removed invasive exotic vegetation shall be completely removed (including root systems) and properly disposed of; do not shred or chip and leave on site.
- Protect native vegetation during exotic plant removal. To ensure native species are not collaterally damaged during the removal of non-natives, barriers should be installed prior to the removal of invasives.
- Immediately replant cleared areas. To impede re-infestation of aggressive non-native vegetation, any cleared dune area should immediately get installed with diverse native materials. See attached DEP brochure for a list of native dune species. Exhibit D. Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration.
- Sea oats planting. Coordinate with FDEP and the County and support sea oat planting programs and sponsor a Town planting program.
- Limit dune crossovers. Coordinate with FDEP when CCCL permits are sought to ensure no additional dune crossovers are permitted and constructed.
- Maintain the rope and post sand fencing. To impede foot traffic into the dune and the creation of additional unpermitted dune crossovers of convenience, routinely inspect and conduct or coordinate any needed repairs to the rope and post fencing system.

**Dune Management:** Develop a Town Dune Management program addressing vegetation, wildlife, lighting, maintenance and interagency coordination. Include information on which public and/or private entities currently conduct any beach or dune maintenance activities and what these are.

**Code Review:** Review the Town code to determine if amendments are needed to provide definitions or to strengthen beach and dune protection measures.

**Control Raccoons and Feral Cats:** The raccoon is a native species with a year-round hunting and trapping season in Florida. Raccoons are known to carry a wide variety of diseases and parasites and they destroy marine turtle nests. Per Florida Rule 68A-9.010 if a raccoon is a nuisance, it can be captured or taken as a nuisance animal using legal and humane methods. The best way to avoid raccoons is to not attract them, do not feed raccoons. Per F.A.C.68A-4.001, placing food outside attracts wild animals and intentional feeding of raccoons is illegal. Ensure trash cans and dumpsters are not accessible to raccoons and are frequently emptied. When raccoons are reported as frequenting the beach, professional firms can be hired that lawfully remove them. Large populations of feral cats can impact native dune wildlife species, management plans should



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implement spay and neutering programs for feral cats to ensure population levels are maintained. Professional firms can be hired that can humanely capture injured or unhealthy cats for appropriate treatment and adoption if feasible.

Maintain Interagency Communication: Multiple agencies play roles in the ownership, management, maintenance, protection and restoration of the beach and dune. The Town does and should continue to maintain effective communication with these agencies to facilitate effective management.

FWC's Fish and Wildlife Research Institute (FWRI) coordinates nesting beach survey programs around the state, volunteers ensure crawls are identified and nests are marked as soon as they are established. The Town maintains communication with the local ongoing beach survey program to best understand local nesting activity, locations and beach conditions.

The County conducts beach maintenance including trash and debris removal. In addition to being unsightly, trash on the beach can entrap, entangle or be ingested by marine turtles and be detrimental. The beach maintenance program should ensure debris does not easily escape from trash receptacles and that loose debris is picked-up. On occasion tar washes onto the beach; this can be detrimental to hatchlings. The beach maintenance program should include removal and proper disposal of any tar that has washed ashore. Compacting beach sand can also be detrimental to marine turtle nesting, the County ensures beach cleaning firms adhere to FWC requirements relating to tire pressure. Other than for life safety, vehicles should be prohibited from the beach. The Town coordinates with the County to designated established access points for emergency and other vehicles to prohibit vehicles from destroying the structure of the existing dunes in other locations. When applicable, mobi-mats should be used for beach access for other special purpose needs.

FDEP produces the annual critically eroded beaches report and administers the CCCL permitting program. Coordinate with FDEP when CCCL permits are sought to ensure no additional dune crossovers are permitted and constructed.

Beach renourishment is a region-wide multi-agency program including Federal, State, County and Local agencies with the Army Corps of engineers taking the lead role. The Town maintains contact with the Corps and with the County to ensure they are apprised of all proposed or pending activities and to ensure the Town's needs and concerns are considered in project planning and implementation.



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## ATTACHMENTS

Exhibit A. Aerial photograph of Surfside 1970 and 1984 and 1999

Exhibit B. Critically Eroded Beaches Map

Exhibit C. Beach Aerial with ECL, Ocean Bulkhead Line and CCCL Delineations

Exhibit D. Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration



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**Exhibit A. 1970, 1984, and 1999 Aerial photographs of Surfside**

1970 Aerial photo of Surfside from the University of Florida Map and Imagery Library (before beach renourishment)



1984 Aerial Photo of Surfside from the University of Florida Map and Imagery Library (after beach renourishment)



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February 1999

December 1999



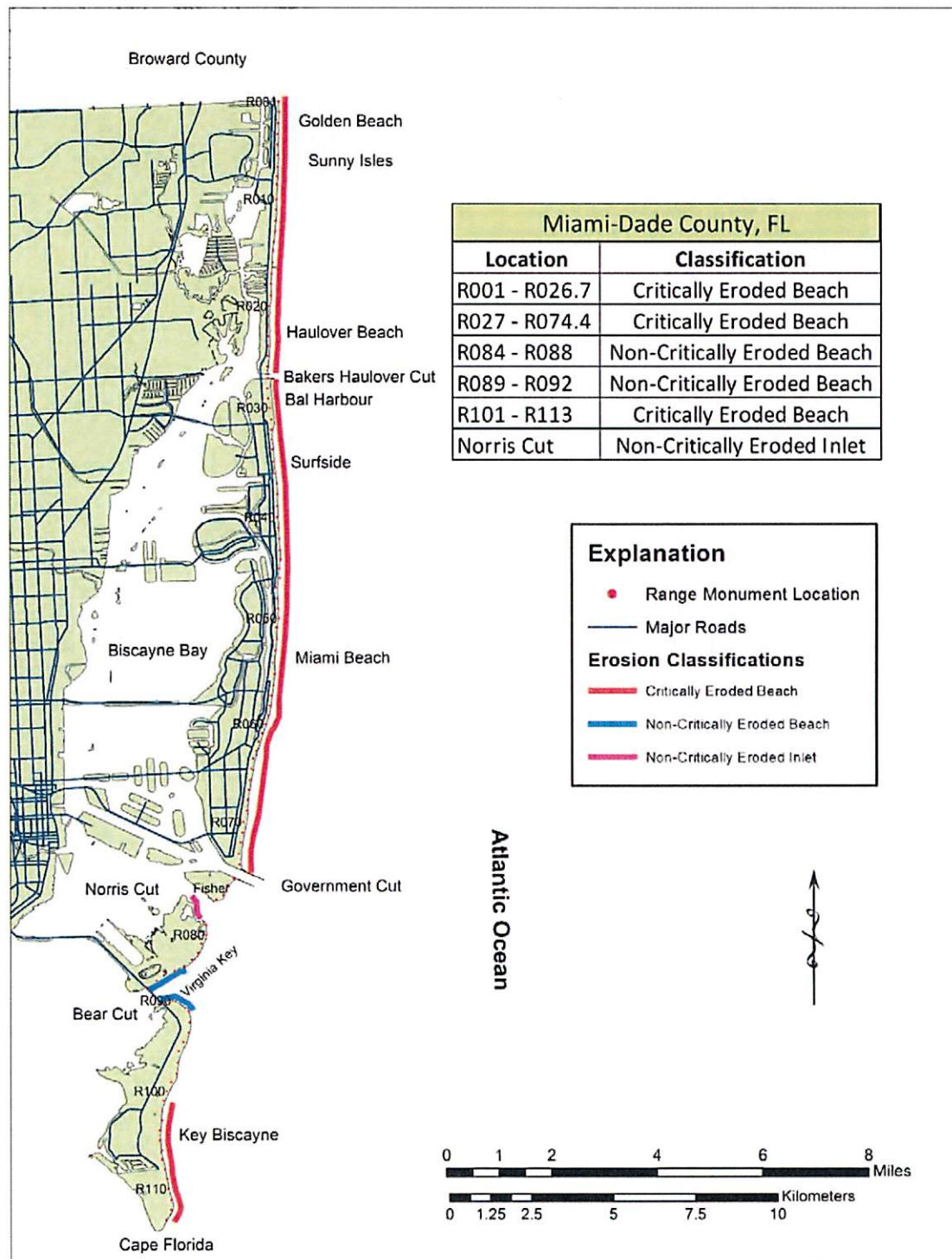
Aerial Photos of Surfside from Google Earth



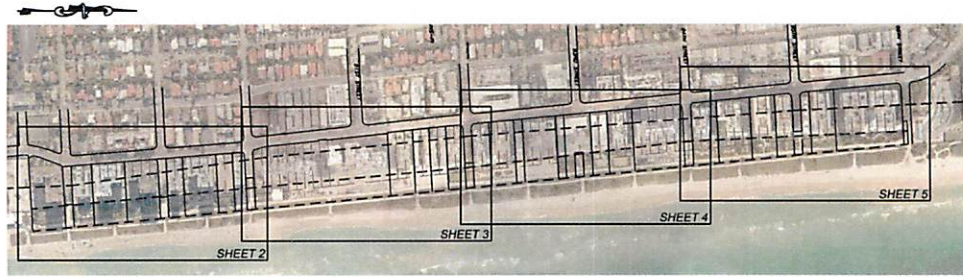
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## Exhibit B. Critically Eroded Beaches Map

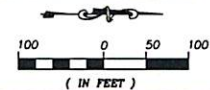



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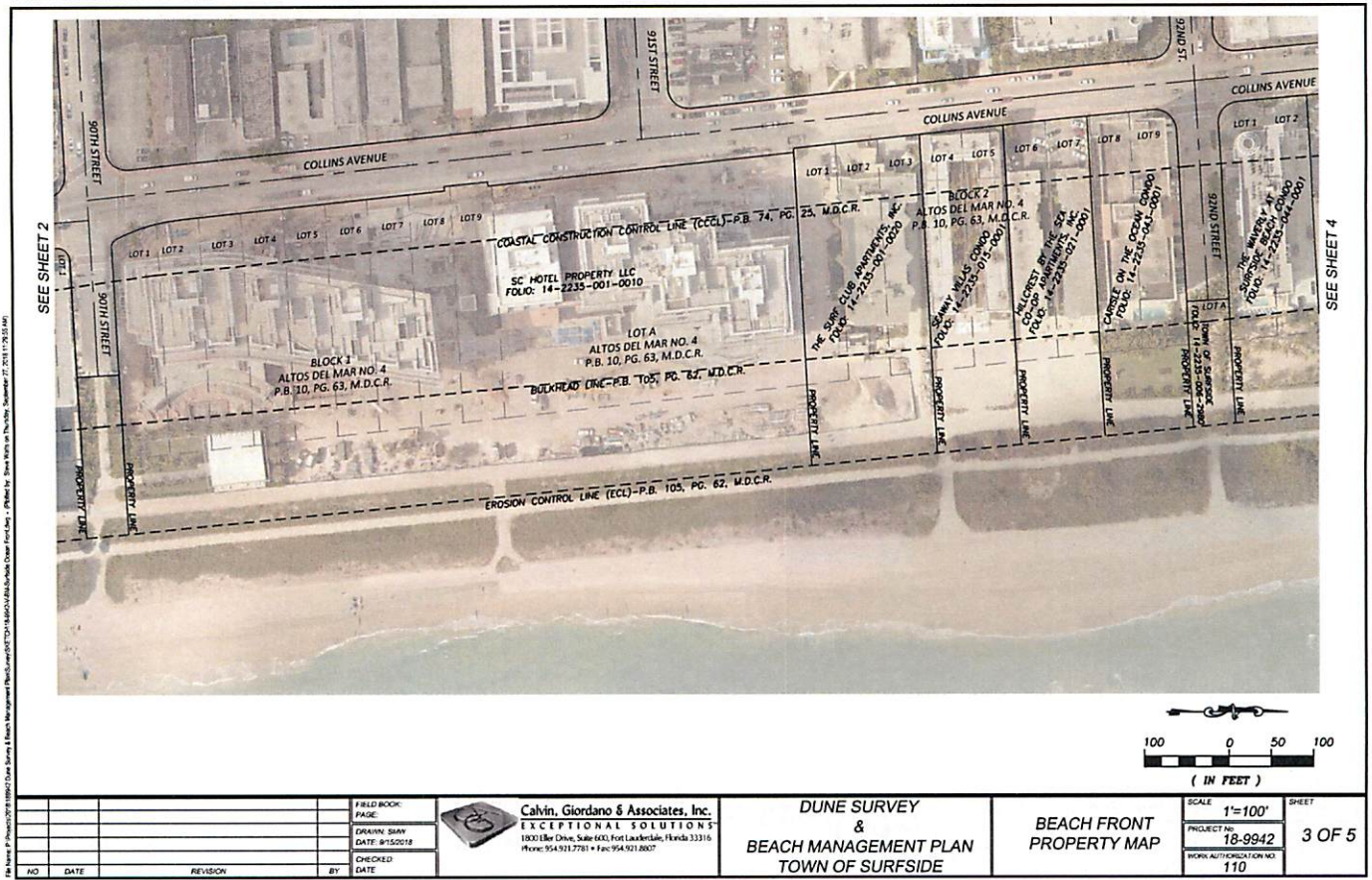
LOCATION & KEY MAP

NO		DATE	REVISION	BY	DATE	 <b>Calvin, Giordano &amp; Associates, Inc.</b> EXCEPTIONAL SOLUTIONS 1800 Elko Drive, Suite 100, Fort Lauderdale, Florida 33316 Phone: 954.921.7781 • Fax: 954.921.8807	<b>DUNE SURVEY &amp; BEACH MANAGEMENT PLAN TOWN OF SURFSIDE</b>		<b>BEACH FRONT PROPERTY MAP</b>		SCALE: N/A PROJECT NO: 18-9942 WORK AUTHORIZATION NO: 110	SHEET 1 OF 5



		FIELD BOOK: PAGE:			Calvin, Giordano & Associates, Inc. EXCEPTIONAL SOLUTIONS <sup>SM</sup> 1800 Elvir Drive, Suite 600, Fort Lauderdale, Florida 33316 Phone: 954.921.7781 • Fax: 954.921.8807	DUNE SURVEY & BEACH MANAGEMENT PLAN TOWN OF SURFSIDE		BEACH FRONT PROPERTY MAP		SCALE: 1"=100'	SHEET
DRAWING: 8844 DATE: 9/15/2018		CHECKED DATE:								PROJECT NO: 18-9942	2 OF 5
NO.	DATE	REVISION	BY	WORK AUTHORIZATION NO: 110							





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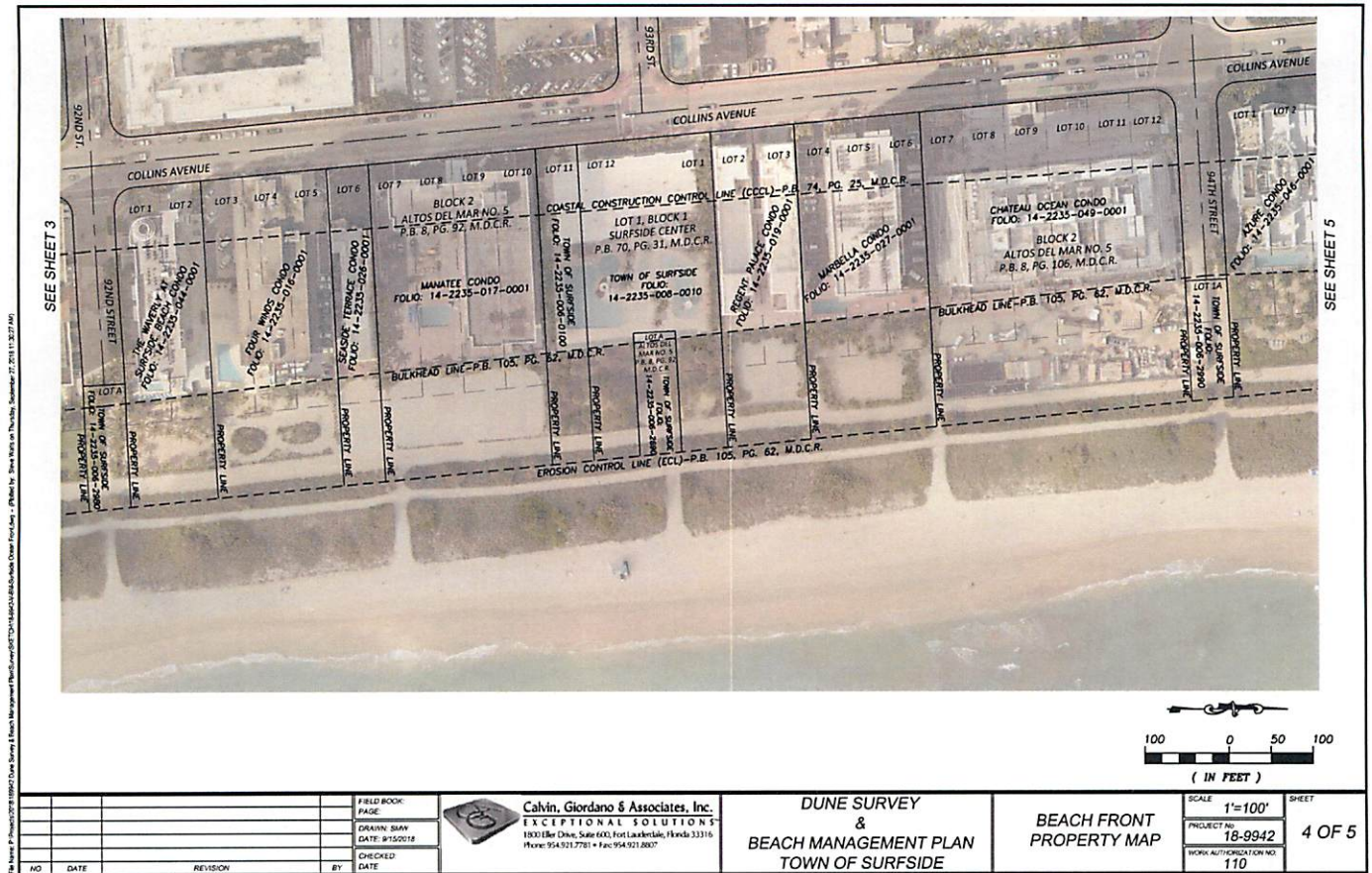






Exhibit D.  
**Recommended Florida Native Beach and Dune Plants for Beachfront Properties and Dune Restoration**

**Notes:**

1. Salt tolerance: high (tolerant of heavy and frequent salt spray, salt water flooding); moderate (tolerant of salt spray but subject to leaf burn from heavy salt spray or root damage from flooding); low (tolerant of salt laden air and short duration, infrequent salt water flooding but usually in protected areas).
2. Region: NW = northwest Florida Panhandle; SW = Pinellas to Collier counties; NE = Nassau to Volusia counties; SE = Brevard to Dade counties; Keys = restricted to the Florida Keys and adjacent Dade and Monroe County islands. Regions have primarily been determined by the historic distribution of the plant in Florida's coastal upland natural communities, not necessarily by the range of areas or habitats where the plant could survive.
3. Soil Moisture: moist (subject to flooding as within low dune swales); moderate (not subject to frequent flooding but not adapted to deepest sands or driest conditions); dry (adapted to deep sands, dune ridges, or well drained rocky soils); and variations for plants adapted across a range of conditions.

**References:**

1. Nelson, Gil. 2003. Florida's Best Native Landscape Plants: 200 readily available species for homeowners and professionals. Florida Association of Native Nurseries. University Presses of Florida.
2. Williams, M.J. 2007. Native Plants for Coastal Dune Restoration: what, when and how for Florida. USDA, NRCS, Brooksville Plant Materials Center, Brooksville, Florida.
3. Wunderlin, Richard P., et al. Plant Atlas. University of South Florida ([www.plantatlas.usf.edu](http://www.plantatlas.usf.edu)).

Scientific Name	Common Name	Salt tolerance	Region (NW/SW/NE/SE/Keys)	Soil Moisture
<b>Dune Grasses</b>				
<i>Distichlis spicata</i>	salt grass	high	all	moist
<i>Muhlenbergia capillaris</i> var. <i>filipes</i>	Gulf hairawn muhly grass	moderate	all	moderate
<i>Panicum amarum</i>	bitter panic grass	high	all	dry
<i>Panicum vaginatum</i>	seashore paspalum	high	all	moderate
<i>Schizachyrium scoparium</i>	coastal bluestem	high	all	moderate
<i>Spartina patens</i>	marshhay	high	all	moderate
<i>Sporobolus virginicus</i>	seashore dropseed	high	all	moist
<i>Uniola paniculata</i>	sea oats	high	all	dry

Recommended Florida Beach and Dune Plants

Updated on May 2016

Page 1

Exhibit D  
Scientific Name

Common Name

Salt tolerance

Region  
(NW/SW/NE/SE/Keys)

Soil Moisture

**Groundcovers**

Borrichia arborescens	sea oxeye	high	SW, SE, Keys	moist
Borrichia frutescens	sea oxeye	high	all	moist
Ernodea littoralis	golden beach creeper	high	SW, SE, Keys	moderate - dry
Gaillardia pulchella	blanket flower	moderate	all	dry
Helianthus debilis	East Coast dune sunflower	high	NE, SE, Keys	dry
Helianthus debilis spp. cucumerifolius	cucumber leaf dune sunflower	high	NW, SW	dry
Helianthus debilis ssp. vestitus	West Coast dune sunflower	high	SW	dry
Hymenocallis latifolia	beach spider lily	high	SW, NE, SE, Keys	moist - dry
Ipomoea imperati	beach morning glory	high	all	moderate - dry
Ipomoea pes-caprae	railroad vine	high	all	moderate - dry
Iva imbricata	beach elder	high	all	moist - dry
Sesuvium portulacastrum	sea purslane	high	all	moist - moderate
Solidago sempervirens	seaside goldenrod	high	NW, SW, NE, SE	moist - moderate
Yucca filamentosa	Adam's needle	moderate	NW, SW, NE, SE	dry

**Shrubs**

Ardisia escallonioides	marlberry	moderate	SW, SE, Keys	moderate
Argusia gnaphalodes	sea lavender	high	SE, Keys	dry
Chrysobalanus icaco	coco plum	moderate	SW, SE, Keys	moderate - dry
Erythrina herbacea	coral bean	low	all	moderate - dry
Eugenia axillaris	white stopper	low	SW, SE, Keys	moderate
Eugenia foetida	Spanish stopper	low	SW, SE, Keys	moderate
Forestiera segregata	Florida privet	low	SW, NE, SE, Keys	moist - moderate

Recommended Florida Beach and Dune Plants

Updated on May 2016

Page 2

Exhibit D Scientific Name	Common Name	Salt tolerance	Region (NW/SW/NE/SE/Keys)	Soil Moisture
<b>Shrubs (continued)</b>				
Ilex vomitoria	yaupon	moderate	SW, NE, SE, Keys	moderate - dry
Myrica cerifera	wax myrtle	moderate	all	moist - moderate
Quercus geminata	sand live oak	moderate	NW, SW, NE, SE	dry
Quercus myrtifolia	myrtle oak	moderate	NW, SW, NE, SE	dry
Rapanea punctata	myrsine	moderate	SW, SE, Keys	moist - dry
Serenoa repens	saw palmetto	high	all	moist - dry
Suriana maritima	bay cedar	high	SW, SE, Keys	dry
Zamia pumila	coontie	moderate	SW, NE, SE, Keys	dry
<b>Thorn/Scrub Plants</b>				
Agave decipiens	false sisal	high	SW, SE, Keys	dry
Caesalpinia bonduc	gray nickerbean	moderate	SW, SE, Keys	moderate - dry
Erythrina herbacea	coral bean	low	all	dry
Opuntia spp.	prickly pears	high	all	moderate - dry
Serenoa repens	saw palmetto	high	all	moist - dry
Sideroxylon tenax	tough bully	low	NE, SE	dry
Smilax auriculata	earleaf catbrier	moderate	all	dry
Ximenia Americana	hog plum	low	NE, SE	dry
Yucca aloifolia	Spanish bayonet	high	all	dry
Yucca filamentosa	Adam's needle	moderate	NW, SW, NE, SE	dry
Yucca gloriosa	Moundlily yucca	moderate	NW, SW, NE	dry
Zanthoxylum clava-hercules	Hercules' club	moderate	NW, SW, NE, SE	dry
Zanthoxylum fagara	wild lime	moderate	SW, NE, SE, Keys	moderate - dry



Exhibit D.

Scientific Name	Common Name	Salt tolerance	Region (NW/SW/NE/SE/Keys)	Soil Moisture
<b>Trees</b>				
Acacia farnesiana	sweet acacia	moderate	all	moist - dry
Baccharis halimifolia	salt bush	high	all	moist - moderate
Bursera simauruba	gumbo limbo	moderate	SW, SE, Keys	moderate - dry
Capparis cynophallophora	Jamaica caper	moderate	SW, SE, Keys	dry
Celtis laevigata	hackberry	low	NW, SW, NE, SE	moist - moderate
Chrysophyllum oliviforme	satinleaf	moderate	SE, Keys	moderate - dry
Citharexylum spinosum	fiddleleaf	moderate	SE, Keys	dry
Coccoloba diversifolia	pigeon plum	high	SW, SE, Keys	moderate - dry
Coccoloba uvifera	sea grape	high	SW, SE, Keys	moderate - dry
Conocarpus ererctus	buttonwood	high	SW, SE, Keys	moist - moderate
Cordia sebestana	Geiger tree	moderate	SW, SE, Keys	moderate - dry
Ficus aurea	golden fig	moderate	SW, SE, Keys	moderate
Ilex x. attenuata	East Palatka holly	low	NW, SW, NE, SE	moderate
Ilex cassine	dahoon holly	low	NW, SW, NE, SE	moist - moderate
Ilex opaca	American holly	low	NW, SW, NE, SE	moderate
Ilex vomitoria	yaupon holly	moderate	NW, SW, NE, SE	moderate - dry
Juniperus silicicola	southern red dedar	moderate	NW, SW, NE, SE	moderate
Laguncularia racemosa	white mangrove	high	SW, SE, Keys	moist - moderate
Magnolia grandiflora	southern magnolia	moderate	NW, SW, NE	moderate
Persea borbonia	redbay	moderate	NW, SW, NE, SE	moderate

Recommended Florida Beach and Dune Plants

Updated on May 2016

Page 4



Exhibit D.

Scientific Name	Common Name	Salt tolerance	Region (NW/SW/NE/SE/Keys)	Soil Moisture
<b>Trees continued</b>				
<i>Persea humilis</i>	silkbay	moderate	SW, NE, SE	moderate - dry
<i>Pinus clausa</i>	sand pine	moderate	NW, SW, NE, SE	dry
<i>Pinus elliotii</i>	slash pine	moderate	NW, SW, NE, SE, Keys	moist - moderate
<i>Quercus geminata</i>	sand live oak	moderate	NW, SW, NE, SE	moderate - dry
<i>Quercus virginiana</i>	live oak	moderate	NW, SW, NE, SE, Keys	moderate - dry
<i>Sideroxylon foetidissimum</i>	mastic	moderate	SW, SE, Keys	moderate
<b>Palms</b>				
<i>Acoelorrhaphe wrightii</i>	paurotis palm	moderate	SW, SE, Keys	moist - moderate
<i>Coccothrinax argentata</i>	silver palm	high	SE, Keys	dry
<i>Sabal palmetto</i>	cabbage palm	high	all	moist - moderate
<i>Serenoa repens</i>	saw palmetto	high	all	moist - dry
<i>Thrinax morrissii</i>	brittle thatch palm	moderate	Keys	dry
<i>Thrinax radiata</i>	Florida thatch palm	moderate	Keys	dry

Fritz Wettstein  
Coastal Construction Control Line Program  
Division of Water Resource Management  
Florida Department of Environmental Protection  
2600 Blair Stone Road, Mail Station 3522  
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850/245-7672  
[john.wettstein@dep.state.fl.us](mailto:john.wettstein@dep.state.fl.us)  
[www.floridadep.org/beaches](http://www.floridadep.org/beaches)



# RESILIENCE ORDINANCES AND RESOLUTIONS LOG

## EXHIBIT SE. 4



Exhibit 9.4 Resilience Ordinances and Resolution Log

Column1	Column2
	<b>Resiliency Resolutions &amp; Ordinances 2011 to 2019</b>
Ordinance No. 19-1698	Amending Section 4 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws" Of The Town's Code of Ordinances by Amending the Title to Be "Prohibition On Distribution, Sale Or Use Of Single-Use Plastics," Providing For Definitions For Single-Use Plastics, and Regulating Single-Use Plastics
Ordinance No. 19-1697	Repealing and Replacing Chapter 42 "Floods" Relating To The Town's Floodplain Management Regulations, Including Adopting Procedures and Criteria for Development in Flood Hazard Areas; To Adopt Flood Hazard Maps; To Designate a Flood Plain Administrator
Ordinance No. 19-1696	Amending Article VIII, "Landscape Requirements," of Chapter 90 "Zoning," Of The Town's Code of Ordinances by Establishing Florida-Friendly Landscape Requirements
Resolution No. 19-2604	Approving Work Authorization No. 117 for Engineering Services for a Design-Build Photovoltaic System at the Surfside Community Center
Resolution No. 19-2602	Approving the Purchase and Installation of an Emergency Generator for Town Hall
Resolution No. 19-2598	Approving an Agreement with CRS Max Consultants, Inc. for Community Rating System Consultant Services
Resolution No. 19-2597	Support of Resilient305 Strategy and Participation and Collaboration on Implementation of Local and Regional Resilience Strategies
Resolution No. 19-2589	Waiving Town Building Permit Fees and Requiring Expedited Development and Review Processes for Sustainability Projects
Resolution No. 19-2588	Approving Logistical Support for The Youth Environmental Alliance (Yea) In Connection With the Miami-Dade County Environmental Enhancement and Education Grant Program for Environmental Education Funding
Resolution No. 19-2585	Agreement Between the Town of Surfside and Bigbelly Solar, Inc. for Additional Solar Powered Trash/Recycle Compaction Containers
Resolution No. 19-2583	Urging the Miami-Dade County League of Cities to Create a Committee Dedicated to the Protection and Conservation of The Biscayne Bay Ecosystem, To Address and Formulate Comprehensive Policies on Regional Issues Impacting Biscayne Bay
Resolution No. 19-2580	Approving an Expenditure For Purchase of Trees From Luke's Landscaping In Connection With The Town's Tree Giveaway Program
Resolution No. 19 - 2573	Approving Work Authorization No. 113 with Calvin Giordano & Associates, Inc. for Resiliency Planning Support
Resolution No. 19 - 2572	Urging the United States Congress to Pass the Energy Innovation and Carbon Dividend Act (H.R. 763) to Levy an Annually Increasing Revenue-Neutral Fee on the Carbon in Fossil Fuels at the Point of Production or Importation and Return a Dividend to All Americans
Resolution No. 19 - 2566	Declaring April as Water Conservation Month in the Town of Surfside, Florida, and Supporting The National "Wyland Mayor's Challenge For Water Conservation"
Resolution No. 18-2560A	Approving a Temporary Easement Agreement with Miami-Dade County For Equipment Staging In Connection With Beach Renourishment, Erosion Control and Hurricane Protection Project
Resolution No. 18-2552	Approving a Temporary Easement Agreement With Miami-Dade County for Beach Renourishment, Erosion Control and Hurricane Protection Project
Resolution No. 18-2543	Approving An Agreement With Waste Management Inc. Of Florida For Recycling Services; Finding That The Services Are Exempt From Competitive Procurement Pursuant To Section 3-13(3) Of The Town Code Of Ordinances



Resolution No. 18-2528	Opposing Offshore Drilling Activities, Including Seismic Air Gun Blasting
Resolution No. 18-2524	Relating To Solid Waste Management Services, Including Collection, Disposal And Recycling of Residential Solid Waste In The Town Of Surfside, Florida; Describing The Method Of Assessing Solid Waste Costs Against Assessed Property Located Within The Town Of Surfside; Determining The Solid Waste Cost And The Initial Solid Waste Service Assessments; Directing The Preparation Of An Assessment Roll
Resolution No. 18-2522	Approving Property Assessed Clean Energy (Pace) Programs With The Florida Green Finance Authority, The Florida Resiliency And Energy District, And The Florida Pace Funding Agency
Resolution No. 18-2521	Approving The Proposal And Work Authorization With Calvin Giordano & Associates, Inc. To Perform A Dune Survey And Beach Management Plan
Resolution No. 18-2519	Sunsetting and Abolishing The Town Of Surfside Sustainability Subcommittee Of The Planning And Zoning Board
Resolution No. 18-2518	Establishing The Town Of Surfside Sustainability And Resiliency Committee To Study And Recommend Policies To The Town Commission
Resolution No. 18-2509	Approving A Work Authorization To Calvin Giordano & Associates, Inc. To Perform A Drainage Study For Abbott Avenue
Resolution No. 18-2501	Ratifying And Approving A Donation To The Pelican Harbor Seabird Station In Support And Sponsorship Of Their Programs
Resolution No. 18-2498	Adopting A Proclamation Honoring The Importance Of Trees For The Town Of Surfside's Community And Environment And Encouraging The Planting Of Trees; Proclaiming April 17, 2018 In The Town Of Surfside As "Arbor Day"
Resolution No. 18-2497	Amending The Town's Schedule Of Civil Penalties And Administrative Fees To Be Assessed For Violations Of Section 34- 11, "Prohibition On Distribution, Sale Or Use Of Plastic Straws"
Resolution No. 18-2493	Urging Concerted Local Actions To Take Steps Necessary To Retain The NOAA Fisheries Headquarters On Virginia Key
Resolution No. 18-2492	Waiving All Town Building Permit Fees And Requiring Expedited Development And Review Processes For Photovoltaic Solar System Installations
Resolution No. 18-2490	Calling On The State Of Florida, Governor Rick Scott, President Donald Trump, And The Federal Government To Reduce Gun Violence In America And Help Prevent Future Shootings By Requiring Universal Background Checks For Every Firearm Sale; Supporting The Passage Of A Red Flag Law; Supporting Raising The Age For Legal Purchase Of Firearms, Magazines And Ammunition To 21; Supporting The Passage Of Legislation That Would Keep Military-Style Weapons And High-Capacity Magazines Away From Our Schools
Resolution No. 18-2486	Urging The United States Congress To Fund The Study Of Foreign Sand Use In Beach Nourishment Projects In Miami-Dade County
Resolution No. 18-2484	Urging The United States Congress To Support Language In The FY 2018 Federal Appropriations Bill And The 2018 Disaster Recovery Supplemental Providing For 100 Percent Federal Funding Of The South Atlantic Coastal Study Authorized In Section 1204 Of The Water Infrastructure Improvements For The Nation Act, With The Necessary Language And Funding To Ensure Inclusion Of The Previously Authorized Central And South Florida Flood Control Project And Its Area As Part Of This Study
Resolution No. 18-2483	Setting A Goal For All Town Buses To Be Zero-Emission And Powered By Clean Energy By 2025; Urging Miami-Dade County And All Municipalities In The County To Adopt The Same Goal



Resolution No. 18-2482	Declaring April As Water Conservation Month In The Town Of Surfside, Florida, And Supporting The National "Wyland Mayor's Challenge For Water Conservation" In The Town Of Surfside
Ordinance No. 18-1690	Amending Section 34-11, "Prohibition on Distribution, Sale or Use of Plastic Straws"
Ordinance No. 18-1688	Amending The Town Code By Creating Article Vi, "Lighting Regulations For Marine Turtle Protection" Of Chapter 34 "Environment"
Ordinance No. 18-1680	Amending The Town Of Surfside Code Of Ordinances By Amending Article III, Property Maintenance Standards, Of Chapter 14, Buildings And Building Regulations, And Chapter 90, Zoning, To Prohibit Use Of Mulch In The Right-Of-Way And Address Property Owner Maintenance Responsibilities For Public Right-Of-Way Adjacent To Private Property
Ordinance No. 18-1676	Amending Chapter 34 "Environment" Of The Town's Code Of Ordinances To Create Section 34-11, "Prohibition On Distribution, Sale Or Use Of Plastic Straws"
Ordinance No. 18-1674	Amending Chapter 42 "Floods" Section 42-92 "Specific Standards" to address lowest Floor Elevation Requirements for Single Family Residential Structures
Ordinance No. 18-1673	Amending Chapter 90 "Zoning," Section 90-2 "Definitions," To Revise The Measurement Of Roof Height
Resolution No. 17-2477	Approving The Memorandum Of Understanding ("MOU") With The Village Of Bal Harbour And The Town Of Bay Harbor Islands To Retain The Lehman Center For Transportation Research At Florida International University (FIU LCTR) To Assess Shuttle Bus Services; Authorizing The Town To Enter Into An Agreement With FIU LCTR For Such Services
Resolution No. 17-2475	Providing For The Town To Join The Seawall Coalition And Supporting Its Policies; Authorizing The Town Manager To Transmit This Resolution To The Seawall Coalition
Resolution No. 17-2473	Urging The Florida Legislature And The Florida Public Service Commission To Require The Expedient Conversion Of Overhead Electric Distribution Facilities To Underground Facilities; Further Urging The Florida Public Service Commission To Condition Any Hurricane Irma Cost Recovery Sought By The State's Power Companies On Such Companies' Required Conversion Of Their Overhead Electric Distribution Facilities To Underground Facilities
Resolution No. 17-2459	Urging The Florida Public Service Commission To Require Florida Power & Light To Improve Safety, Reliability And Service Of Its Electric Facilities Within The Town Of Surfside, Including Hurricane Preparedness And Restoration Efforts
Resolution No. 17-2445	Urging The Florida Legislature To Appropriate Funds For Beach Renourishment Projects; Supporting Senate Bill 174 Endorsing And Supporting The Expansion Of The New Starts Transit Program (NSTP) To Facilitate Funding For The Strategic Miami Area Rapid Transit (Smart) Plan
Resolution No. 17-2434	Approving The Renewal Of The Interlocal Agreement Between Co- Permittees Named In National Pollutant Discharge Elimination System Permit No. Fls000003 And Miami-Dade County; And Also Between All Co-Permittees; Providing For Identification And Control Of Pollutant Discharges In Shared Municipal Separate Storm Sewer Systems
Resolution No. 17-2430	Adopting the Current Miami-Dade County Multi -Hazard Local Mitigation Strategy, As Amended, In Accordance With The National Flood Insurance Program Community Rating System Requirements



Resolution No. 17-2420	Supporting United States Congressional Bills .279 And H.B. 833 To Amend Section 935 of the Water Resources Development Act Of 1986 to Facilitate the Use of Foreign Offshore Sand in Beach Nourishment Projects; Urging the United States Congress To Expedite And Fund The Study To Allow Foreign Sand To Be Used In Beach Nourishment Projects In Miami-Dade CPIMTU
Resolution No. 17 - 2419	Supporting the Implementation of Active Design Miami; Design and Policy Strategies for Healthier Communities as Developed by The Miami Center for Architecture and Design (MCAD)
Resolution No. 17-2414	Waiving the Bid Process Pursuant to Section 3-13(6) Of the Town of Surfside Code Of Ordinances; Authorizing The Town Manager To Enter Into A Sole Source Connect Services Agreement With Big Belly Solar, Inc. For a Term Of Five (5) Years Effective April 1, 2017 With Subsequent One (1) Year Renewal Terms For The Service, Including Software, Equipment, Equipment Delivery, Installation, Customer Service And Equipment Maintenance, Warranty For Defective Part Replacement And Repair , Set Up And Training For Twelve Solar Trash And Recycling Compaction Containers; Approving And Authorizing The Expenditure Of Funds In The Amount Of \$15,040 From The Fiscal Year 2016/2017 Solid Waste Fund Account No. 403- 4000-534-4403
Resolution No. 17-2413	Urging The U.S. Army Corps Of Engineers, The Florida Department Of Environmental Protection And The South Florida Water Management District To Take All Steps Necessary To Expedite And Complete The Construction Of Phase I Of The Biscayne Bay Coastal Wetlands ("BBCW") Project; Further Urging The U.S. Army Corps Of Engineers, The Florida Department Of Environmental Protection And The South Florida Water Management District To Take All Steps Necessary To Expedite The Planning Of Phase II Of The BBCW Project Prior To The Current Scheduled Date Of 2021
Resolution No. 16-2405	Urging Bal Harbour Village to Work Cooperatively to Address Impacts Identified by The Town of Surfside in Development Related to Bal Harbour Shops Expansion
Resolution No. 16-2402	Urging the U.S. Environmental Protection Agency to Adhere to Stricter Standards and To Continue to Maximize Opportunities For The Protection of Public Health and The Environment in their Consideration of Florida's Proposed Human Health-Based Water Quality Criteria
Resolution No. 16 - 2384	Approving Work Authorization No. 98 Seawall Grant Application and Management for the Surfside Seawall Replacement Project Phase II
Resolution No. 16 - 2383	Awarding a Contract to Pac Comm, Inc. For The Surfside Seawall Replacement Project Phase II
Resolution No. 16 - 2378	Establishing the Town of Surfside Sustainability Subcommittee of the Planning and Zoning Board to Meet on a Periodic Basis
Resolution No. 16 - 2369	Supporting the National "Wyland Mayor's Challenge for Water Conservation" in the Town of Surfside
Resolution No. 16-2368	Supporting and Endorsing the Miami-Dade Parks and Open Space Master Plan
Resolution No. 16-Z-2360	A Resolution of The Town of Surfside, Florida Planning And Zoning Board; Recommending to the Town of Surfside Commission pursuant to Section 90-15(8) of the Town of Surfside Code of Ordinances to Appropriate Resources from the General Fund to the Planning and Zoning Board as Requested to Provide for the Consultation, Implementation and Study Related to Sea Level Rise Solutions in the Town of Surfside



Resolution No. 16 - 2355	Urging the United States Congress to Establish a Fund to Financially Assist and Support Local Governments, such as the Town of Surfside, Florida in Developing and Implementing Solutions to Sea Level Rise and Related Impacts
Resolution No. 16 - 2354	Adopting a Proclamation Honoring the Importance of Trees for the Town of Surfside's Community and Environment; Proclaiming April 17 in the Town of Surfside as "Arbor Day"
Resolution No. 16 - 2351	Urging the Florida Legislature to Allocate \$300 Million of the Funds in the Land Acquisition Trust Fund Annually Toward Land Acquisition
Resolution No. 15 - 2320	Supporting the Dade County Beach Erosion Control and Hurricane Protection Project, and Urging Miami-Dade County, the State of Florida, and the United States Army Corps of Engineers to Provide Recurring Appropriations to Advance Beach Renourishment in Surfside and Miami-Dade County On Or Ahead of Schedule
Resolution No. 15 - 2313	Supporting the Creation of the South Florida Mayors' Beach Alliance
Resolution No. 15 - 2309	Urging the Florida Legislature to Remove Barriers to Customer- Sited Solar Power and Expressing Support for the Floridians For Solar Choice Ballot Petition
Resolution No. 15 - 2308	Establishing the Town of Surfside Coastal Issues Committee
Resolution No. 15 - 2298	Approving Assistance under the Florida Inland Navigation District Waterways Assistance Program
Resolution No. 15 - 2291	Declaring April As Water Conservation Month In The Town Of Surfside, Florida, And Supporting The National "Wyland Mayor's Challenge For Water Conservation" in The Town of Surfside
Resolution No. 15 - 2288	Awarding Request for Proposal No. 2014-003 ("RFP No. 2014-003") to Pac Comm, Inc. for the Surfside Seawall Replacement
Resolution No. 15 - 2282	Urging the State of Florida Legislature and the Florida Department of Environmental Protection to Establish Chemical Testing Standards Prior to Issuing a Coastal Construction Control Line Permit ("CCCL") which Authorizes the Transfer and Placement of Excavated Sand Seaward of the CCCL onto a Public Beach; Recommending Additional Chemical Testing Standards
Ordinance No. 15 - 1639	Prohibitions Regarding the Sale or Use of Expanded Polystyrene Food Service Articles by Food Service Providers and Stores
Ordinance No. 15 - 1631	Beach Sand Regulations
Ordinance No. 15 - 1641	Amending the Town's Water Supply Facilities Work Plan and Applicable Elements within the Town's Comprehensive Plan Relating to Water Supply Planning
Ordinance No. 15 - 1630	Prohibition Regarding Sale or Use of Expanded Polystyrene (Styrofoam) Food Service Articles
Ordinance No. 14 - 1623	Rooftop Photovoltaic Solar Systems
Ordinance No. 14 - 1617	Electric Vehicle Car Charging Station
Resolution No. 14 - 2222	Supporting the Central Everglades Planning Project
Resolution No. 15 - 2280	Supporting the Miami-Dade Sea Level Rise Task Force Recommendations
Ordinance No. 13 - 1607	Amending Chapter 90 Section 90-60 "Construction Adjacent to Bulkhead Lines"
Resolution No. 13 - 2152	Endorsing the Mayor's Climate Action Pledge
Resolution No. 13 - 2170	Creating a Property Assessed Clean Energy Program and Creating the Clean Energy Coastal Corridor Program through an Interlocal Agreement
Resolution No. 13 - 2192	Supporting Florida Water and Land Conservation Amendment which would dedicate funds to acquire and restore Florida Conservation and Recreation Lands
Resolution No. 13 - 2203	National Flood Insurance Program
Resolution No. 13 - 2207	Biscaya Drainage Improvement
Resolution No. 13 - 2211	Supporting Beach Dune Restoration & January 1st Renourish Beach Day

Resolution No. 13 - 2212	Agreement With Florida Inland Navigational District (FIND)
Resolution No. 13 - 2214	Restricting The Use of Plastic Shopping Bags
Resolution No. 12 - 2066	Urging the Florida Legislature to reject any and all gambling expansions in Florida
Resolution No. 12 - 2103	Assistance from the Florida Inland Navigation District Waterways Assistance program for structural repairs to bulkhead
Resolution No. 12 - 2098	Renewal of Interlocal Agreement between all co-permittees in National Pollutant Discharge Elimination System and MDC
Resolution No. 12 - 2105	Supporting the Central Everglades Planning Project
Resolution No. 11-2011	Encouraging the return or recycle of all beverage containers and other recyclable materials
Resolution No. 2011-2021	Earth Day Proclamation for April 22, 2011
Resolution No. 11- 2050	Agreement with Urban Gardeners
Ordinance No. 11 - 1582	Amending Chapter 42 "Floods"
Ordinance No. 11 - 1581	Prohibiting of Litter



# COMMUNITY ADAPTATION TOOLKIT

## EXHIBIT SE. 5

# CONTENTS

## COMMUNITY ADAPTATION TOOLKIT\*\*

1.0	BAY SIDE STRATEGIES	05
2.0	RESIDENTIAL STRATEGIES	07
3.0	COMMERCIAL STRATEGIES	09
4.0	BEACH SIDE STRATEGIES	11

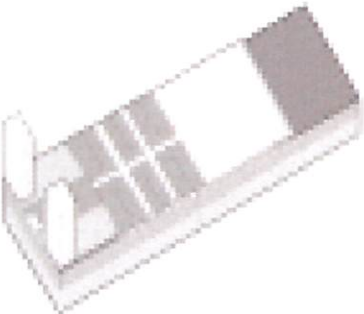

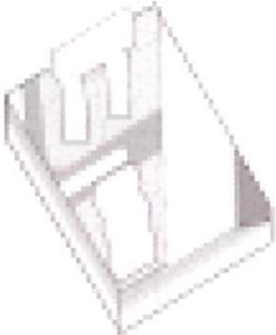
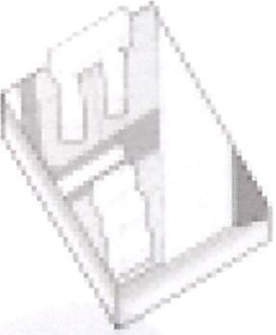
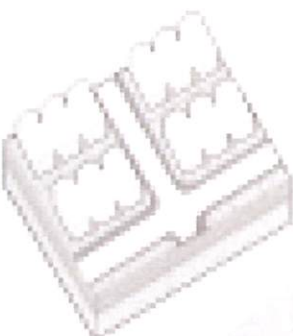

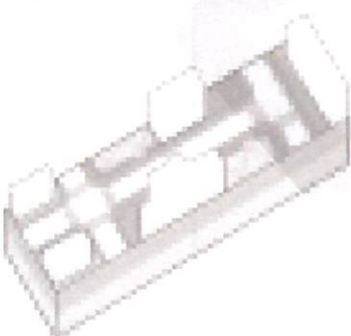
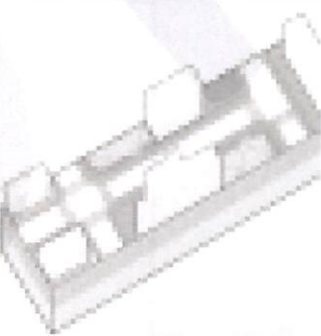
*\*\*EXHIBIT SE.5 IS IN THE DEVELOPMENT STAGES, BUT WAS INCLUDED TO PROVIDE INSIGHT ON THE INTENTION OF THE SECTION. ADDITIONAL DEVELOPMENT AND STRATEGIES ARE IN THE PROCESS OF BEING INTEGRATED BASED ON THE COMMUNITY WORKSHOP IN-TAKE SESSION HELD ON NOVEMBER 14TH.*

# COMMUNITY ADAPTATION TOOLKIT

ENERGY

ENVIRONMENT

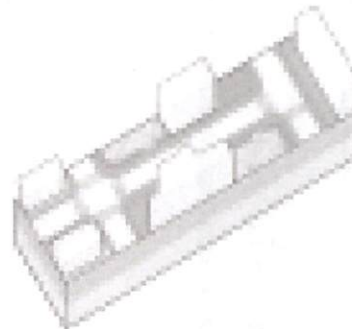
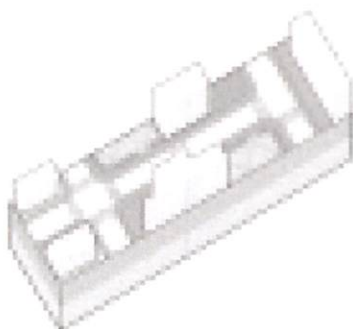
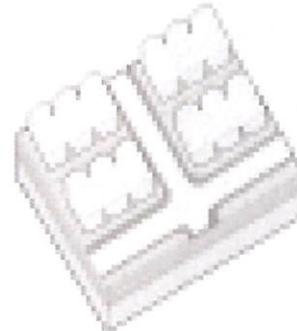
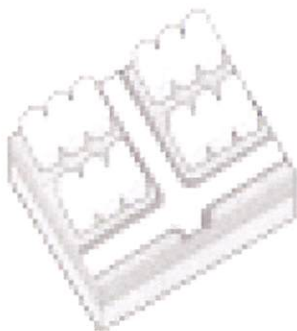
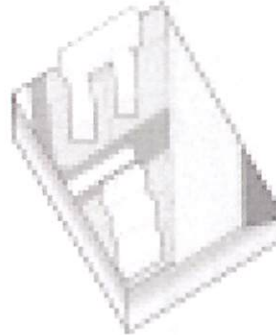
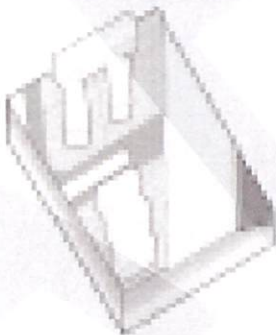
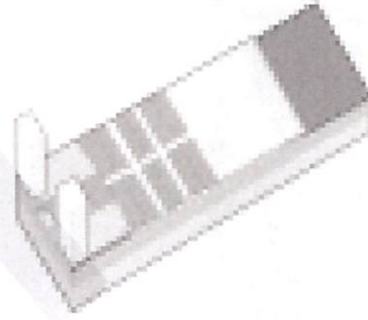
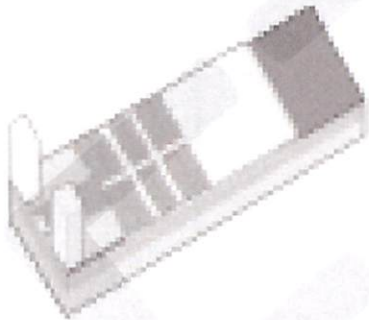
COMPREHENSIVE URBAN RESILIENCE STRATEGY

BEACH SIDE		
BAYSIDE		
RESIDENTAIL		
COMMERCIAL		

ENT

POLICY

INFRASTRUCTURE  
+ TECHNOLOGY

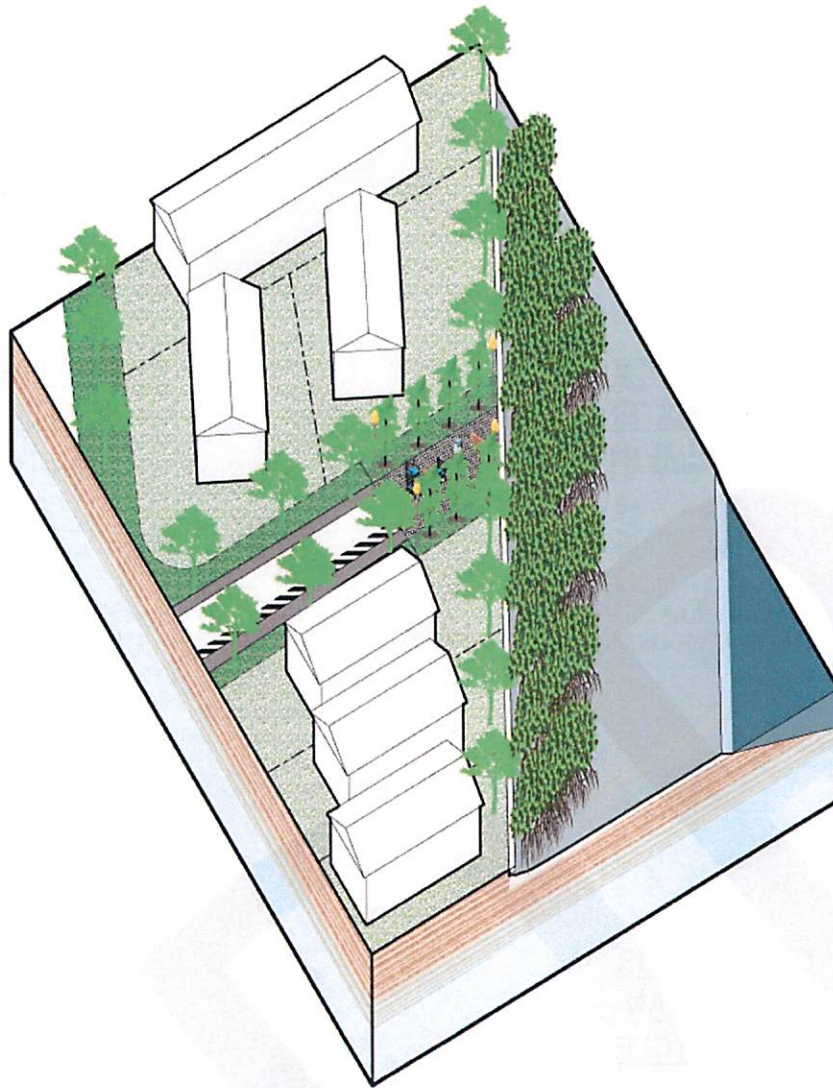




# COMMUNITY ADAPTATION TOOLKIT

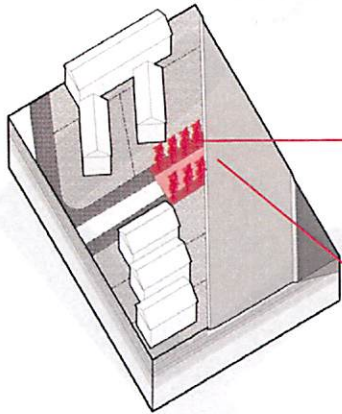
## BAY SIDE STRATEGIES

### COMPREHENSIVE URBAN RESILIENCE STRATEGIES





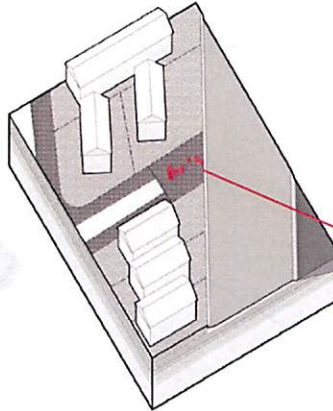
### DEFINE PUBLIC SPACES



PROGRAM PUBLIC 'POCKETS' FOR INCREASED PUBLIC AMENITIES AND TO ACTIVATE PUBLIC REALM

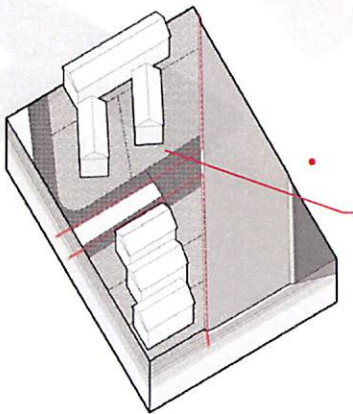
PUBLIC WATER ACCESS

### PROVIDE POROUS SURFACES



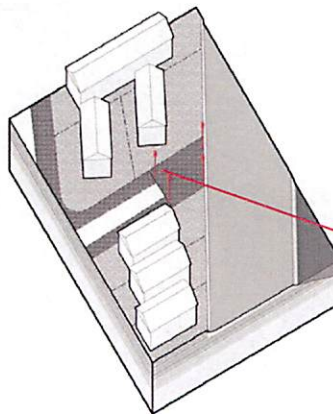
INCREASED MATERIAL PALETTE WITH MINIMAL NON-POROUS SURFACES

### PROVIDE COASTAL STORM WATER MANAGEMENT



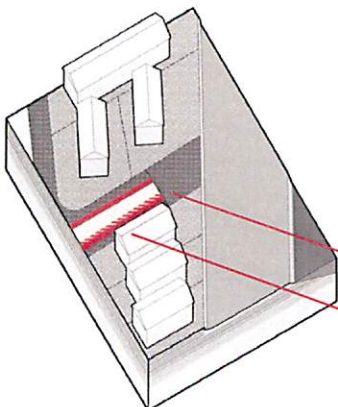
INCREASED INFRASTRUCTURE OR SOFT WATER RETENTION

### PROVIDE LIGHTING SYSTEM



SOLAR POWERED STREET LIGHTS OR GROUND LIGHTS

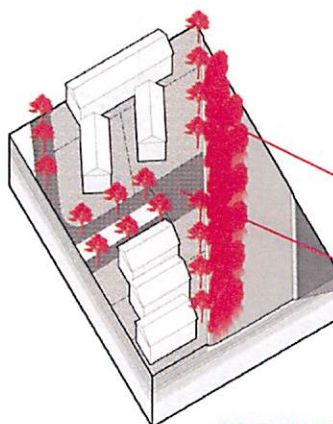
### CONTINUOUS PEDESTRIAN AND BICYCLE PATH



SIDEWALK

CONTINUOUS BIKE PATH

### IMPROVE COASTAL CANOPY



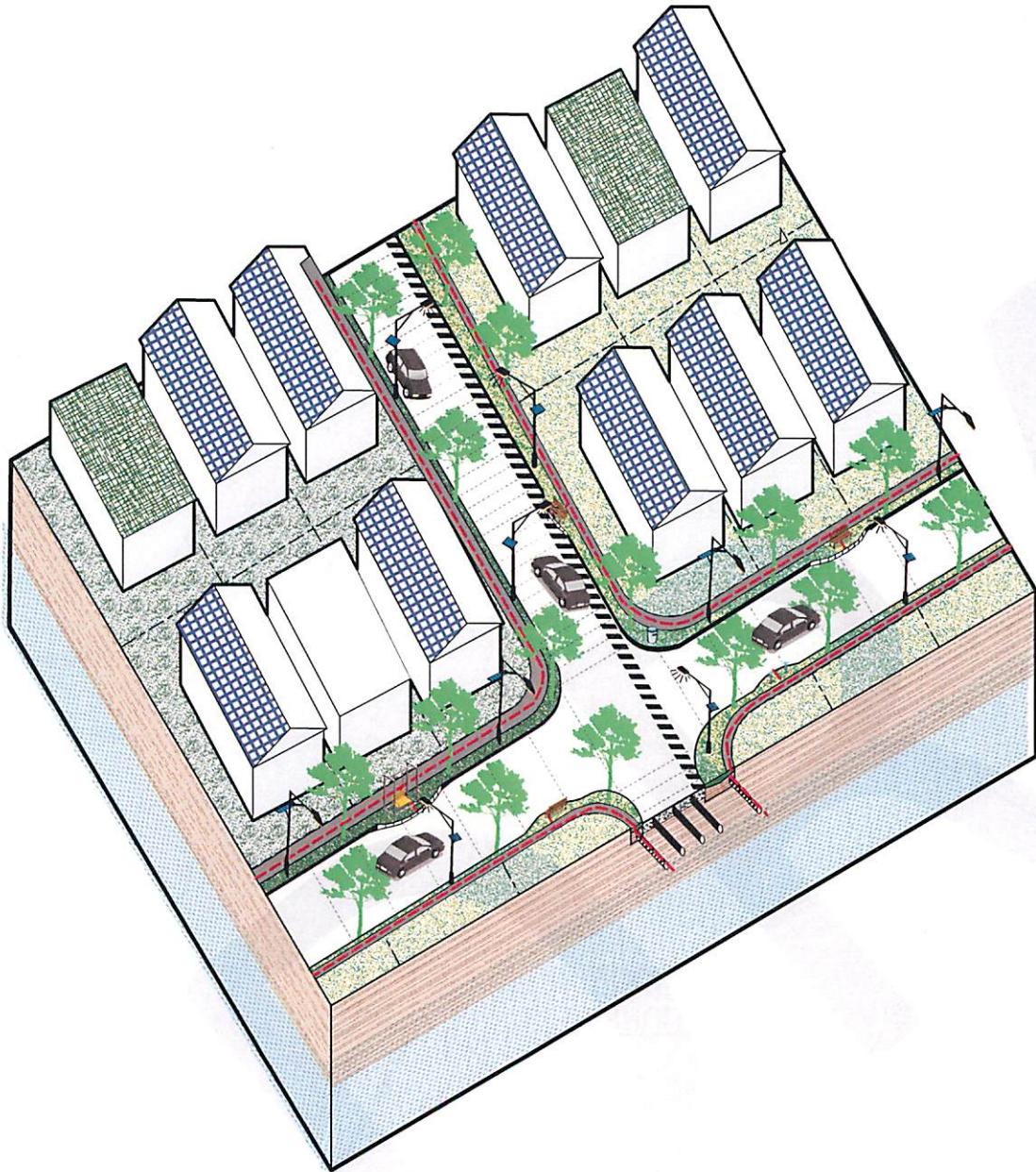
COMBINE SOFT EDGE VEGETATION STRATEGIES WITH SEA WALLS

PROVIDE INCREASED SHADE AND WATER ABSORPTION CAPACITY

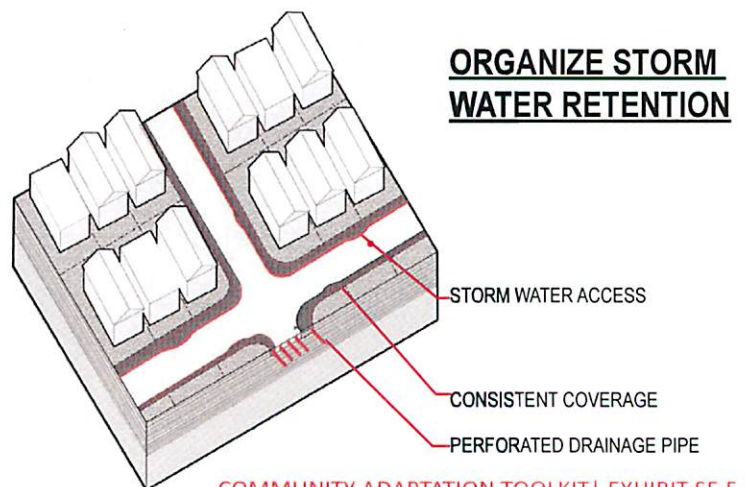
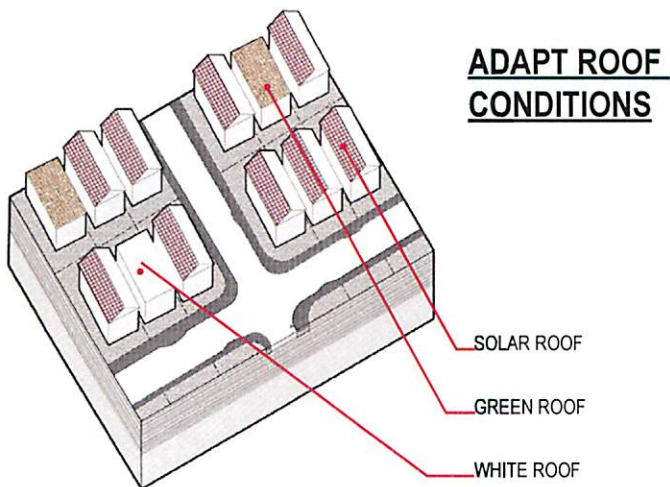
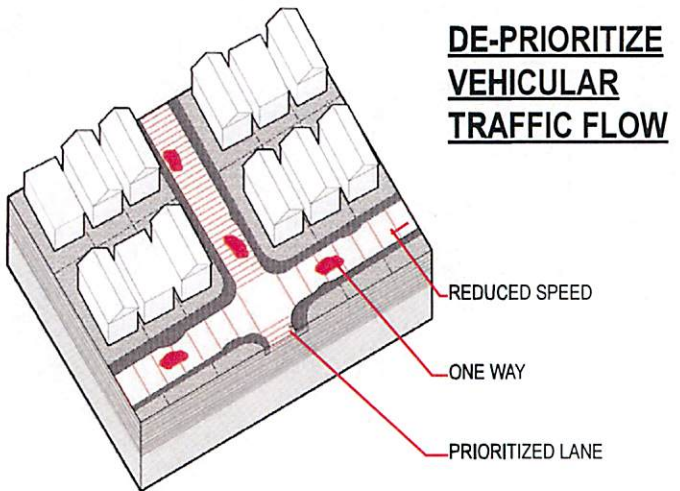
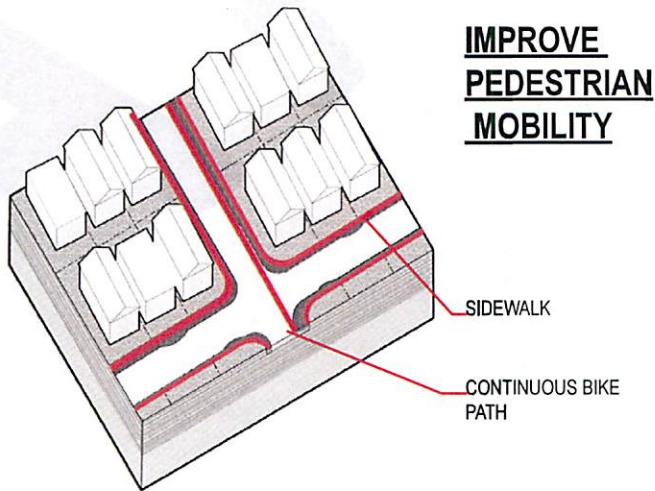
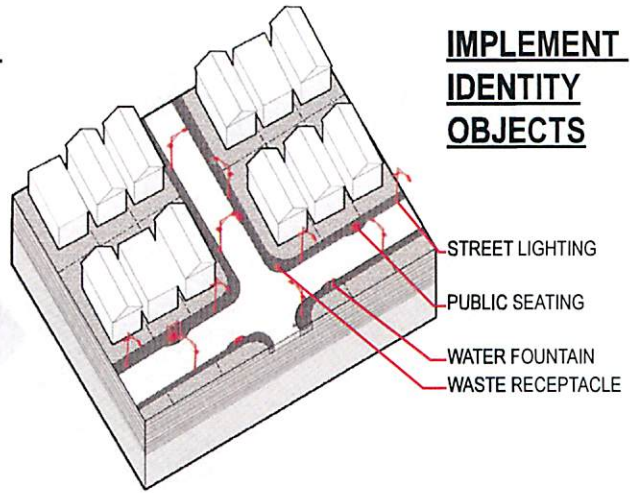
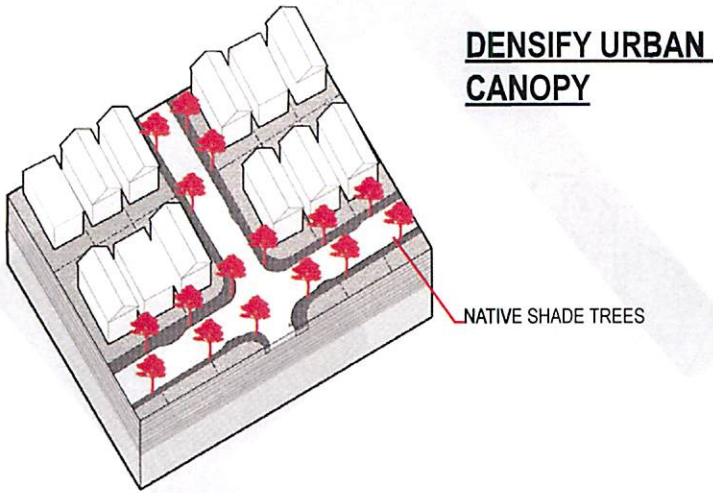
# COMMUNITY ADAPTATION TOOLKIT

## RESIDENTIAL STRATEGIES

COMPREHENSIVE URBAN RESILIENCE STRATEGIES



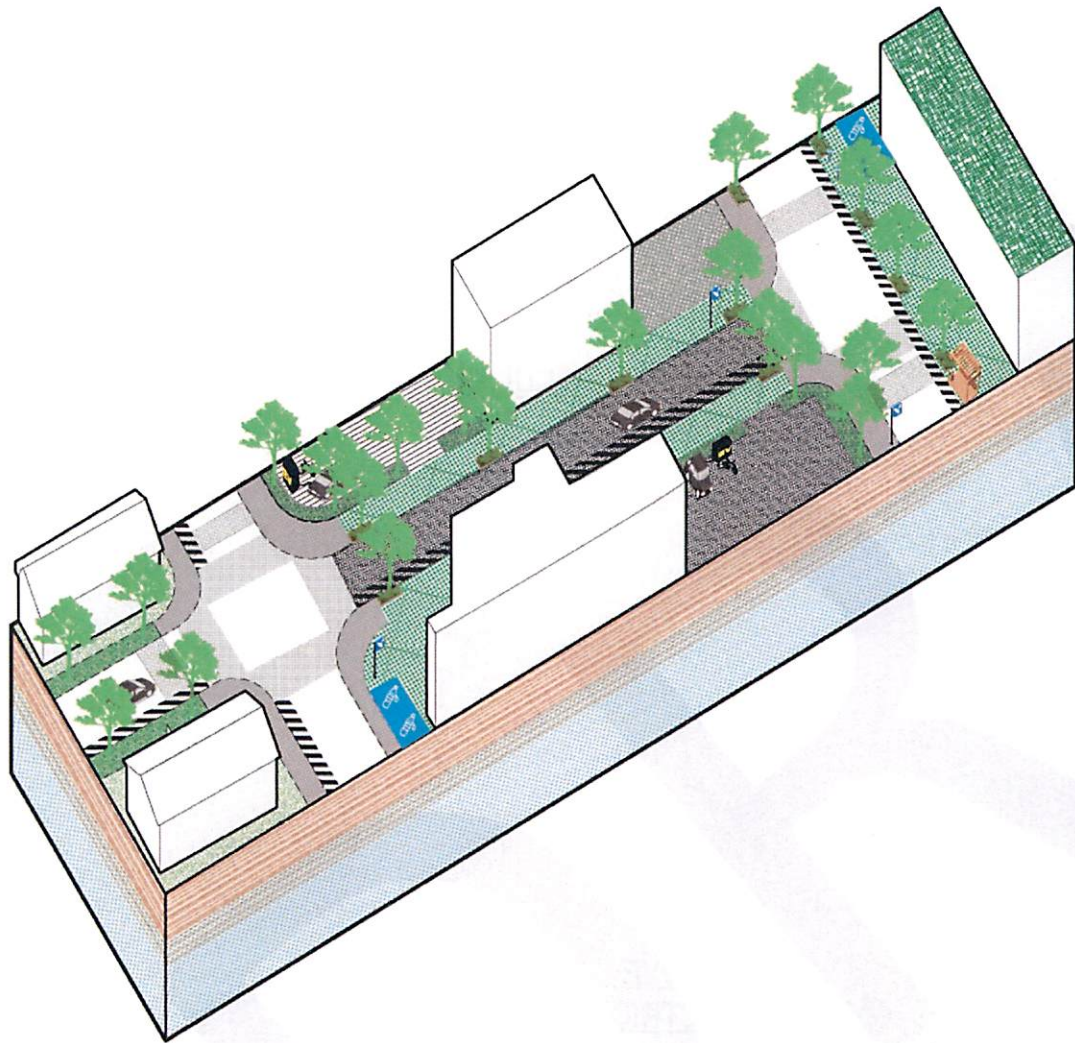




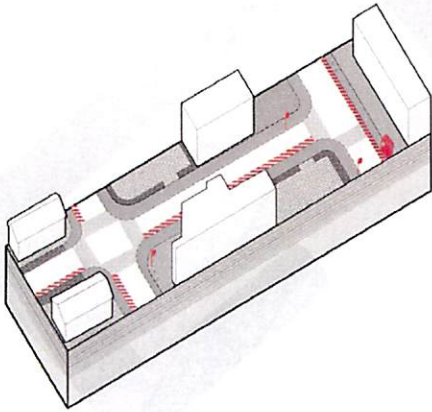
# COMMUNITY ADAPTATION TOOLKIT

## COMMERCIAL STRATEGIES

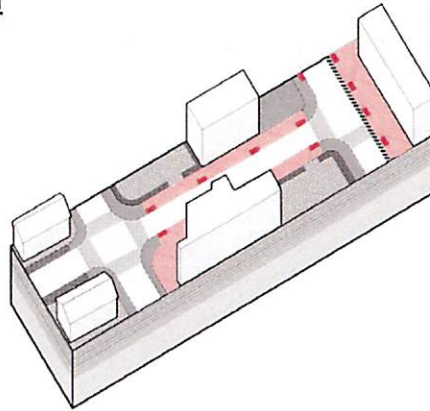
### COMPREHENSIVE URBAN RESILIENCE STRATEGIES



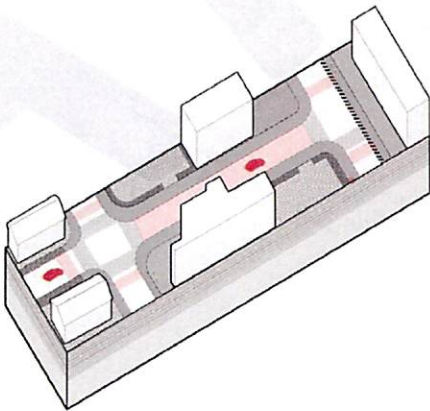




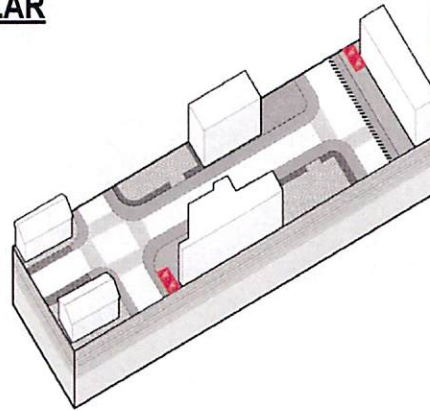
TRANSPORTATION  
NETWORK



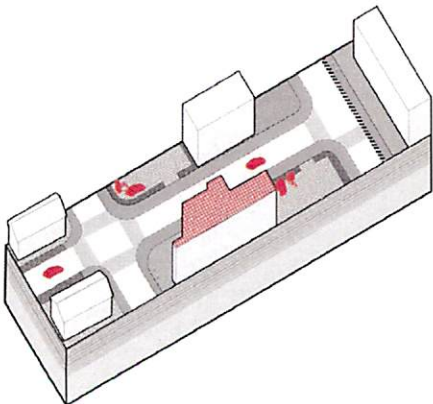
PROVIDE POROUS  
SURFACES



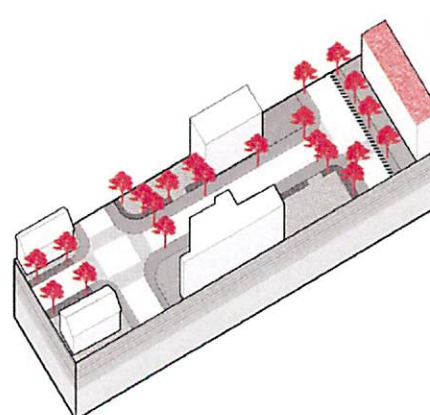
DISRUPT VEHICULAR  
TRAFFIC



PROVIDE ACCESS  
TO HYDRATION



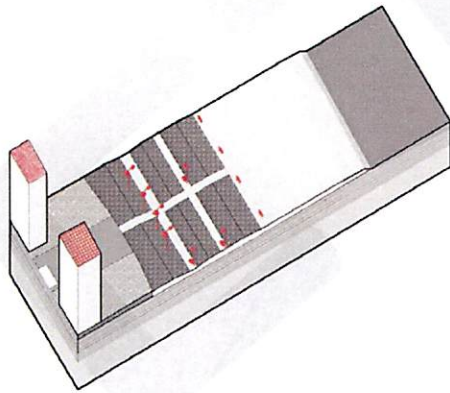
IMPROVE  
ELECTRIC  
VEHICLE  
CAPACITY



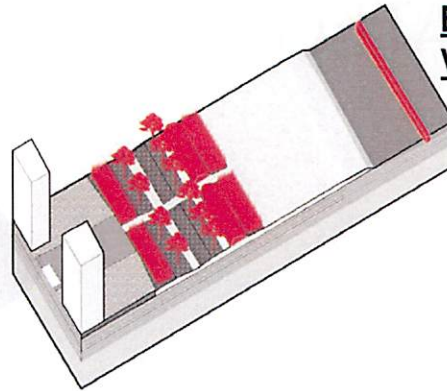
IMPROVE URBAN  
CANOPY



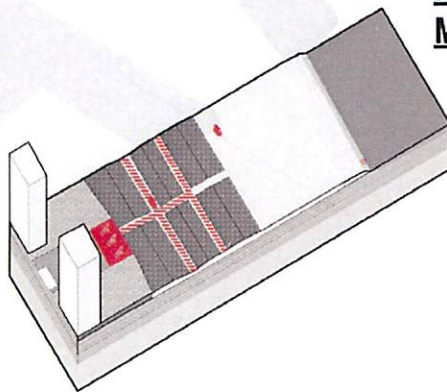




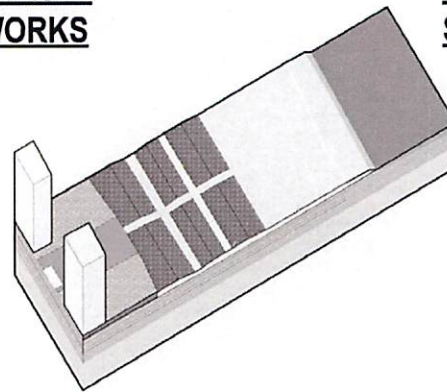
PROVIDE BEACH-SIDE  
ENERGY



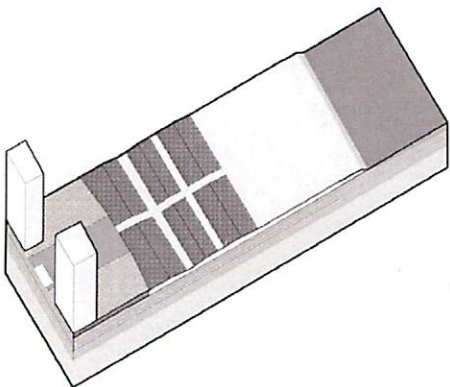
AMPLIFY BEACH  
ECOLOGY +  
VEGETATION CANOPY



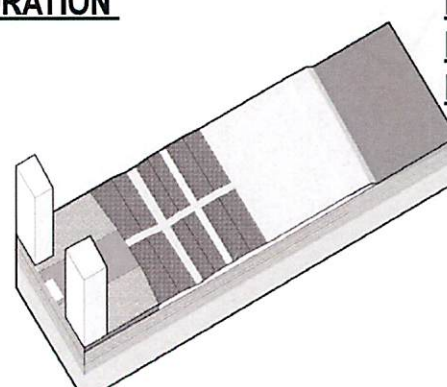
PROVIDE BEACH-SIDE  
MOBILITY NETWORKS



CONTINUED DUNE AND  
SAND REHABILITATION



PROVIDE HYDRATION  
ACCESS



EVALUATE OFF-SHORE  
INTERVENTIONS  
NATURAL AND BUILT



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™





**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #: 9A**

**Date: November 27, 2019**

**From: Commissioner Tina Paul**

**Subject: Repeal of Ordinance No. 18-1694**

---

**Objective** – Repeal Ordinance No. 18-1694, which amended Section 90-45 Setbacks of the Code of Ordinances (Code) in regards to Aggregated Single Family Lots.

The intention of this Ordinance was to reduce over-development of single family lots and encourage development consistent and compatible with the existing residential scale of the Town. This Ordinance inadvertently created a disparity and hardship for aggregated lots over 50 ft., while failing to address the 50 ft. lots and did not include alternative design elements to make homes appear less massive.

**Consideration** – An issue of such great importance requires further study, analysis and evaluation before its adoption as an Ordinance.

**Recommendation** – To a repeal Ordinance No. 18-1694 and engage further study, evaluation and community discussion to promote preservation of the existing quality and character of the neighborhood without infringing upon private property rights.



ORDINANCE NO. 18 - 11694

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

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 finds that the development of a single family structure  
5 on an aggregation of single family lots can create an over-sized dwelling which is incompatible  
6 with the surrounding neighborhood; and

7       **WHEREAS**, the Commission desires to encourage development consistent and  
8 compatible with the existing residential scale of the Town and therefore chooses to reduce the  
9 likelihood of over-development of lots within the single family neighborhoods; and

10       **WHEREAS**, the Commission directed the Planning and Zoning Board to review, analyze  
11 and make recommendations for zoning strategies to prevent development of over-sized  
12 incongruous with the character of the Town; and

13       **WHEREAS**, the Planning and Zoning Board recommended revisions to the setbacks and  
14 second story floor areas limitations for aggregated single family lots; and

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

17       **WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has  
18 reviewed the revisions to the Code for consistency with the Town's Comprehensive Plan at a duly  
19 noticed hearing on August 30, 2018, September 27, 2018, and October 25, 2018; and

20       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing  
21 on these regulations as required by law on November 13, 2018 and December 11, 2018; and



22  
23       **WHEREAS**, the Town Commission hereby finds and declares that adoption of this  
24 Ordinance is necessary, appropriate, and advances the public interest.  
25

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

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

30       **Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside,  
31 Section 90-45 “Setbacks” of Chapter 90 “Zoning” is hereby amended as follows<sup>1</sup>:

32       Sec. 90-45. - Setbacks.

33       (a) *Massing:*

- 34       (1) *Required massing—Generally.* The development of new single-family structures and additions  
35 to existing single-family structures shall abide by height and massing regulations.

36       Massing regulations are based on the height of the structure and are delineated between (a)  
37 single and multi-story structures (b) new structures or additions to existing structures and (c) the  
38 ratio of area of the first story to the area of the upper stories.

39       ~~The area of the upper stories (wall plane greater than 15 feet in height) for new structures and~~  
40 ~~additions to existing single-story structures shall not exceed 80 percent of the area of the first~~  
41 ~~story.~~

- 42       (2) *Required Massing—New single-story structures and single-story additions to single-story*  
43 *structures in H30A and H30B districts.* The following table shall be utilized for new single-story  
44 structures and single-story additions to existing single-story structures (up to 15 feet in height) in  
45 both the H30A and H30B 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

<sup>1</sup> Additions to text are shown in underline. Deletions to text are shown in ~~striketrough~~. Additions after first reading are shown in double underline. Deletions after first reading are shown in ~~double striketrough~~.

<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A)</del>	<del>10% of the frontage</del>
Interior side (lots over 50 feet <del>but less than 75 feet</del> in width in <del>H30B</del> )	10% of the frontage
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018 (100 feet or greater in width in H30A))</u>	<u>15-20 FT or 20% of the frontage whichever is greater</u>
<del>Interior side (75 feet or greater in width in H30B)</del>	<del>15% of the frontage</del>
Rear	20 FT
Secondary frontage (Corner only)	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</u>	<u>15-20 FT or 20% of the frontage whichever is greater</u>

46

- 47 (3) *Required Massing*—Single-family homes within the H30A and H30B districts. For single-family  
48 homes within the H30A and H30B districts, the following table shall be utilized for new multi-story  
49 structures or multi-story additions (additions greater than 15 feet in height) to existing single-story  
50 structures where the upper-story floor area is less than 50 percent of first-story floor area. Where  
51 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 <del>but less than 100 feet</del> in width in <del>H30A</del> )	Minimum 10% of the frontage

<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>	<del>Minimum 10% of the frontage</del>
<del>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018): (100 feet or greater in width in H30A)</del>	<del>15-20 FT or 20% of the frontage whichever is greater</del>
<del>Interior side (75 feet or greater in width in H30B)</del>	<del>15% of the frontage</del>
Rear	Minimum 20 FT
Secondary frontage (Corner only)	Minimum 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)</u>	<u>15-20 FT or 20% of the frontage whichever is greater</u>
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)	Minimum 10% of lot frontage
	Average n/a
<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u>	<u>15-20 FT or 20% of the frontage whichever is greater</u>
	<u>Average n/a</u>

Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	Minimum 10FT
	Average 12.5 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</u>	<u>15-20 FT or 20% of the frontage whichever is greater</u>
	<u>Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT</u>

52

- 53 (4) *Required massing—New multi-story structures or multi-story additions.* For single-family homes  
54 within the H30A and H30B districts, the following table shall be utilized for new multi-story  
55 structures or multi-story additions (additions greater than 15 feet in height) to existing single-story  
56 structures where the upper-story floor area is 50 percent to 64 percent of first-story floor area.  
57 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 <del>but less than 100 feet in width in H30A)</del>	Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B)</del>	<del>Minimum 10% of the frontage</del>

<u>Interior side (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018) (100 feet or greater in width in H30A)</u>		<u>15-20 FT or 20% of the frontage whichever is greater</u>
<u>Interior side (75 feet or greater in width in H30B)</u>		<u>15% of the frontage</u>
Rear		Minimum 20 FT
Secondary frontage (Corner only)		Minimum 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</u>		<u>15-20 FT or 20% of the frontage whichever is greater</u>
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)	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)		Minimum 10% of lot frontage



	H30A - Wall length is equal to or less than 20% of the lot depth	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
	<u>Interior sides (when the site consists of more than one lot of record, as shown on plats in effect on November 13, 2018)</u>	<u>H30A or H30B</u>
		<u><del>15-20 FT or 20% of the frontage</del> whichever is greater</u>
		<u>Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT</u>
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (corner only)		Minimum 10 FT
		Average 15 FT
		<u><del>15-20 FT or 20% of the frontage</del></u>

<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</u>	<u>whichever is greater</u>
	<u>Average 20 FT or 20% of the frontage whichever is greater, plus 5 FT</u>

58

- 59 (5) *Required Massing*—New multi-story structures or multi-story additions (additions greater than 15  
60 feet in height) to existing single-story structures where the upper-story floor area is 65 percent to  
61 80 percent of first-story floor area. For single family homes within the H30A and H30B districts,  
62 the following table shall be utilized for new multi-story structures or multi-story additions (additions  
63 greater than 15 feet in height) to existing single-story structures where the upper-story floor area  
64 is 65 percent to 80 percent of first-story floor area. Where provided, both the minimum and  
65 average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA		PERCENTAGE
<del>Lots in H30A 100 feet or greater in width and lots in H30B 75 feet or greater in width are not eligible to build a second story with more floor area than 64% of the first floor</del>	<del>Maximum Lot Width in H30A</del>	<del>less than 100 feet</del>
	<del>Maximum Lot Width in H30B</del>	<del>less than 75 feet</del>
<u>This Section applies only when the site consists of a single lot of record, as shown on plats in effect on November 13, 2018</u>		
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

<del>Interior side (lots over 50 feet but less than 100 feet in width in H30A). Lots in the H30A 100 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		Minimum 10% of the frontage
<del>Interior side (lots over 50 feet but less than 75 feet in width in H30B). Lots in the H30B 75 feet or greater in width are not eligible to build more than 64% of the first floor)</del>		<del>Minimum 10% of the frontage</del>
Rear		Minimum 20 FT
Secondary frontage (Corner only)		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	Minimum 5 FT
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 5 FT
		Average 10 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 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

66 \* \* \*

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

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

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

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

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**PASSED** on first reading this 14<sup>th</sup> day of August, 2018.

**PASSED** and **ADOPTED** on second reading this 11<sup>th</sup> day of December, 2018.

On Final Reading Moved by: Commissioner Karukin

On Final Reading Second by: Vice Mayor Gielchinsky

**FINAL VOTE ON ADOPTION**

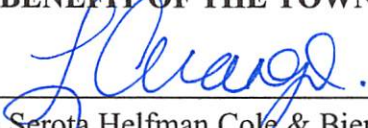
Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

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

**ATTEST:**

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

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

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