



**Town of Surfside
Regular Town Commission Meeting**

AGENDA

January 14, 2020

7 p.m.

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

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

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

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

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

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

1. Opening

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

2. Quasi-Judicial Hearings - None

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

- A. Minutes – Sandra Novoa, MMC, Town Clerk**
- December 10, 2019 Town Commission Meeting Minutes
 - December 10, 2019 Special Quasi-Judicial Hearing 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 16, 2019 Sustainability & Resiliency Committee Meeting Minutes
 - October 24, 2019 Planning & Zoning Board Meeting Minutes
 - November 13, 2019 Tourist Board Meeting Minutes
 - November 18, 2019 Parks and Recreation Committee Minutes

E. Miami-Dade County Homeless Trust Donation – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A \$50,000 CONTRIBUTION TO THE MIAMI-DADE COUNTY HOMELESS TRUST; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**F. Miami Dade Police Department Interagency Agreement – FCIC/NCIC –
Guillermo Olmedillo, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF
SURFSIDE, FLORIDA, APPROVING AN INTERAGENCY AGREEMENT
WITH MIAMI-DADE COUNTY/MIAMI-DADE POLICE DEPARTMENT FOR
ACCESS TO THE FLORIDA CRIME INFORMATION CENTER (FCIC) AND
THE NATIONAL CRIME INFORMATION CENTER (NCIC) FOR THE
ADMINISTRATION OF CRIMINAL JUSTICE; 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. Pension Ordinance Enhancing Pension Benefits for Non-Public
Safety Employees to Conform Maximum Benefit Limitations and
Retirement Age – Guillermo Olmedillo, Town Manager [*Time Certain
at 7:30PM*]**

**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.**

**2. 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.

**3. 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.

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

B. First Reading Ordinances

- 1. Ordinance that Amends 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 to be Consistent with the Collective Bargaining Agreement between the Town and Florida State Lodge Fraternal Order of Police for the Period October 1, 2019 through September 30, 2022 – Guillermo Olmedillo, Town Manager (Item linked to Item 5a) *[Time Certain at 7:45PM]***

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 OF THE TOWN CODE TO MODIFY THE NORMAL RETIREMENT DATE FOR POLICE MEMBERS; AMENDING SECTION 2-192 OF THE TOWN CODE TO MODIFY THE COST OF LIVING ADJUSTMENT MULTIPLIER FOR POLICE MEMBERS; CREATING A NEW SECTION 2-194 “USE OF PREMIUM TAX REVENUES” TO ADDRESS MUTUAL CONSENT AS TO HOW PREMIUM TAX REVENUES ARE USED; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

- 2. Repeal of Ordinance No. 2018-1694 – Guillermo Olmedillo, Town Manager**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE NO. 2018-1694, WHICH AMENDED SECTION 90-45 “SETBACKS” OF CHAPTER 90 “ZONING” OF THE TOWN’S CODE OF ORDINANCES BY PROVIDING SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

- A. Fraternal Order of Police Collective Bargaining Agreement –**
Guillermo Olmedillo, Town Manager (Item linked to Item 4B1) ***[Time Certain at 7:45PM]***

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE AND THE TOWN OF SURFSIDE IN EFFECT FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022; AUTHORIZING THE TOWN MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- B. Resolution Urging Approval of Senate Bill 182 and All Companion House Bills - Guillermo Olmedillo, Town Manager**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROVE SENATE BILL 182 AND ANY COMPANION HOUSE BILLS RELATING TO THE REPEAL OF SECTIONS 403.7033 AND 500.90, FLORIDA STATUTES REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE MATERIALS AND PREEMPTION OF LOCAL LAWS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

- C. Resolution to Join Florida Hate Crime Coalition (FHCC) – Vice Mayor Daniel Gielchinsky**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN OF SURFSIDE TO JOIN THE FLORIDA HATE CRIME COALITION (FHCC); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

7. Town Manager and Town Attorney Reports

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

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

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

- Tourist Board – Vice Mayor Gielchinsky

B. ShoreLock Pilot Project for Coastal Erosion - Guillermo Olmedillo,
Town Manager

C. The Condition of Downtown Vacancies – Guillermo Olmedillo, Town
Manager

D. Tot Lot Bathroom – Mayor Daniel Dietch

**E. Purchase of Storage Container for additional Storage Space for
Police Department at Town Hall Building** – Guillermo Olmedillo, Town
Manager

F. Town Manager Annual Performance Evaluation – Mayor Daniel Dietch

G. Resiliency Reserve Policy – Guillermo Olmedillo, Town Manager

H. Inflatable Sandless Bags [Verbal] – Commissioner Michael Karukin

10. Adjournment

Respectfully submitted,



Guillermo Olmedillo
Town Manager

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

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS

MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

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

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



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

December 10, 2019

7 p.m.

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

1. Opening

A. Call to Order

Mayor Dietch called the meeting to order at 7:15 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 (arrived at 7:18 p.m. after roll call was called)

C. Pledge of Allegiance

Chief Yero led the Pledge of Allegiance.

D. Mayor and Commission Remarks – Mayor Daniel Dietch

Commissioner Paul read a statement into the record and gave a summary of events she attended.

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

Mayor Dietch suggested to move item 4B2 after item 2, item 5A and item 5B to be linked, after item 5A and item 5B to then hear item 9A and after item 9A to then hear the Consent Agenda and all other items.

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

F. Community Notes – Mayor Daniel Dietch

Mayor Dietch read his community notes into the record which are available on the Town's website.

Commissioner Karukin gave an update on the Tourist Board and the amount of money that has been collected from the Resort Tax, which goes to assist in paying for the Community Center.

G. Pension Board Award Presentation – Mayor Daniel Dietch

Mayor Dietch presented the Public Pensions Standards Award to the Pension Planning Board for the Town of Surfside.

Mayor Dietch also congratulated the Tourism Department for the awards they received.

Tourist Marketing and Special Events Coordinator Trigueros gave an update on VISIT Florida Tourism and the two awards the Town won; the Henry Flagler Award in the Category of the Website and the Booking Portal and the Bronze Award for their Promotional Materials.

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 add an item at the end of the agenda as item 9B the Hamsa Hamsa Contract to be discussed, seconded by Commissioner Karukin. All voted in favor.

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

- A. Minutes – Sandra Novoa, MMC, Town Clerk**
- November 12, 2019 Town Commission Meeting Minutes

Approved on consent.

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

Approved on consent.

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

Approved on consent.

D. Committee Reports – Guillermo Olmedillo, Town Manager

- 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

Approved on consent.

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 94TH STREET MUNICIPAL PARKING LOT, AND PARKING SPACES AT THE 95TH STREET MUNICIPAL PARKING LOT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

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.

Approved on consent.

The following individual spoke on the item:
Eliana Salzhauer

Town Manager Olmedillo responded to the speaker's comments and gave clarification of the procurement process.

Finance Director Greene explained the procurement process.

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.

Approved on consent.

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.

Approved on consent.

The following individual spoke on the item:
Eliana Salzhauer

Town Manager Olmedillo responded to the speaker's comments

Finance Director Greene explained the procurement procedure and the item.

- 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.

Approved on consent.

- 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.

Approved on consent.

**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.**

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. 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.**

Town Clerk Novoa read the title into the record.

Building Official Prieto gave a history of the fees and the need to increase the permit fees.

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

(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.

Town Clerk Novoa read the title into the record.

The following individual spoke on the item:
Eliana Salzhauer

Finance Director Greene explained and introduced the item.

Discussion continued among the Commission members and Finance Director Greene regarding the item.

Commissioner Paul would like to strike out competitive bidding on section 3-6(a).

Finance Director Greene explained why the language was there and the allowance of competitive bidding.

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

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.**

Town Clerk Novoa read the title into the record.

Town Manager Olmedillo introduced the item and recognized Pension Board Attorney Adam Levinson, Pension Board Actuary Sherry Jones, Human Resources Director Yamileth Slate-McCloud, and Police Sergeant Julio Torres. He also recognized Pension Board member Norma Parron and Pension Board Chair Abraham Issa (who were not present).

Pension Board Attorney Adam Levinson gave a quick overview of the presentation.

The following members of the public spoke on the item:
Darlene Martinat, Town of Surfside employee.
Silace Petitcar, Town of Surfside employee.

Commissioner Karukin spoke about the dedication of the employees of Surfside and how very pleased he is with the employees.

Mayor Dietch spoke regarding the history and the disparity with the employees. He also commended the employees for all that they do as well as the administration that advocated for them and the members of the Pension Board.

A motion was made by Commissioner Paul to approve the Ordinance on first reading. The motion received a second from Commissioner Karukin. All voted in favor.

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.

Town Clerk Novoa read the title into the record.

Mayor Dietch thanked his colleagues and presented the item.

The following individuals spoke on the item:

Julieta Rodrigo
Gabriella Marchesani
Mildred Waxman
John Paul Mejia
Victor May

Commissioner Paul thanked those that came out to speak.

Vice Mayor Gielchinsky also thanked those that came out to speak as well as their support and provided an explanation on the process.

Commissioner Karukin also thanked those that came out to speak.

Commissioner Cohen thanked the speakers and stated that the problem is China, India, Russia and the United States. He stated that those are the countries that are considered the greatest polluters and fully supports this item.

Mayor Dietch stated that this is a global issue and it is about supporting our neighboring communities. He also spoke regarding adopting the Resilience 305 initiative. He also spoke regarding the different coalitions the Town has worked with.

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

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.

Town Clerk Novoa read the title into the record.

Town Manager Olmedillo introduced and presented the item.

A motion was made by Commissioner Karukin for purposes of discussion. The motion received a second from Commissioner Paul. All voted in favor.

The following individuals spoke on the item:

Victor May
Eliana Salzhauer
George Kousoulas
Julieta Rodrigo
Mildred Waxman
Gabriella Merchesani
Mittar Preda
John Paul Mejia

Mayor Dietch closed public comments.

Commissioner Cohen commented on the item and the importance of it and thanked the speakers.

Commissioner Paul commented on the report and the importance of this item and thanked the speakers for leading by example.

Vice Mayor Gielchinsky addressed the comments made by the speakers.

Commissioner Karukin thanked the speakers for their comments.

Mayor Dietch addressed the item and the importance of the report.

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

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

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

The following individuals spoke on the item:

Bob Fisher spoke regarding flooding, lighting in some areas in Surfside still needs work, especially where the stop signs are. He also spoke regarding the business vacancies in the downtown area.

George Kousoulas spoke regarding the benefit of the Tourist Tax and the residential zoning code.

Jeff Rose spoke regarding single stall restrooms at the tot lot park.

Marianne Mersheid spoke regarding the Commission and what their accomplishments have been.

Eliana Salzhauer spoke regarding getting things that are broken fixed, the crosswalk by the police department is still not working correctly and keeping our residents and visitors safe.

Victor May spoke regarding the legality of accepting political declarations at city hall and if in fact it is prohibited. He also asked regarding a workshop from the elections department and that current commissioners are not allowed to promote themselves.

Vice Mayor Gielchinsky answered the concerns brought up by Mr. Rose regarding the tot lots and the reason why there are no bathrooms at tot lots is because it creates a space for sexual predators.

Commissioner Paul spoke about the lights that are out on Harding from 82nd Street to 88th Street.

Mayor Dietch addressed the concerns brought up by the speakers.

Mayor Dietch closed public comments.

7. Town Manager and Town Attorney Reports

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

Approved on consent.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

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

Commissioner Paul introduced the item, gave her suggestions and comments and stated that this ordinance should be repealed.

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

Commissioner Karukin gave clarification of the ordinance and what would occur if the ordinance gets repealed.

Commissioner Paul asked Town Attorney Arango if the Commission repealed the ordinance would it need to go back before the Planning and Zoning Board.

Town Attorney Arango stated that it would have to go back before the Planning and Zoning Board.

Vice Mayor Gielchinsky asked Town Planner Sinatra to provide clarification and asked her if she has ever seen an instance of two lots aggregated and merged to create one big home.

Town Planner Sinatra stated that there have been homes developed on a double lot where a home was already in existence on that lot. As far as she can recall no one has purchased two (2) lots that were developed and the structures demolished. She stated that it was a big house that was on the lot and it was demolished.

Further discussion continued among Town Planner Sinatra and the Commission members regarding aggregated lots.

Vice Mayor Gielchinsky asked Town Attorney Arango if they repeal this Ordinance, would the code would go back to what was in effect prior to this ordinance. He also suggested if they repeal this Ordinance it would go back to the Commission on January 14, 2020 for their LPA and that would put the repeal into effect and bring it back to what the code was in October 2018.

Town Attorney Arango stated yes due to the fact that on January 28, 2020 there will be a Joint Meeting where both the Commission and the Planning and Zoning Board would be able to vote on the item.

Commissioner Karukin asked for clarification on the meeting dates.

Vice Mayor Gielchinsky answered Commissioner Karukin questions and gave the time line.

The following individuals spoke on the item:

Eliana Salzhauer

Dale Allen

Peter Hickey

Michelle Diener

Jennifer Zawid

George Kousoulas

Jeff Rose

After a lengthy discussion the following motion was made.

A motion was made by Vice Mayor Gielchinsky to adopt Commissioner Paul's recommendation and prepare for first reading an Ordinance repealing Ordinance Number 18-1694 for the next Town Commission meeting of January 14, 2020 and place it on the next Planning and Zoning Joint meeting for consideration, for further action to be taken at the January 14, 2020 Town Commission meeting and, if applicable, a second reading Ordinance be considered at the Joint Meeting on January 28, 2020. The motion received a second from Commissioner Paul. All voted in favor.

B. Hamsa Hamsa – Vice Mayor Gielchinsky

Vice Mayor Gielchinsky spoke regarding certain conditions that Mr. Ginsburg had to meet as part of his agreement and he spoke with Mr. Ginsburg about bringing this up at tonight's meeting. He has been informed by Town Attorney Arango that Mr. Ginsburg has not signed the agreement and reiterated what had been agreed upon at the last meeting. Mr. Ginsburg would like to change the Town's policy and the meeting minutes state it.

Vice Mayor Gielchinsky stated that he is not happy that there is not a signed contract and Mr. Ginsburg is operating without a contract. Vice Mayor Gielchinsky stated that his suggestion would be for Town Attorney Arango to either email or mail Mr. Ginsburg notification that they sent him the contract for his signature and give him until Friday at 5:00 p.m. to accept and execute the contract. If Mr. Ginsburg does not comply with the deadline, he will no longer be allowed to operate the concession.

A motion was made by Vice Mayor Gielchinsky directing Town staff to draft and send a letter to Mr. Ginsburg advising him that he has until 5:00 p.m. December 13, 2019 to return the executed agreement to Town staff as given to him in order to continue his relationship with the Town; for Town staff to send the letter via email and mail, whichever notice provisions are stated in the agreement. The motion received a second from Commissioner Karukin. All voted in favor

10. Adjournment

A motion was made by Commissioner Karukin to adjourn the meeting without objection at 10:16 p.m. The motion received a second from Commissioner Paul. All voted in favor.

Respectfully submitted,

Accepted this _____ day of _____, 2020.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES**

December 10, 2019

6:00 p.m.

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

1. Opening

A. Call to Order

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

B. Roll Call of Members

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

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

Vice Mayor Gielchinsky arrived at 6:14 p.m.

C. Pledge of Allegiance

Chief Yero led the pledge of allegiance.

2. Quasi-Judicial Hearings

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

A. 8995 Collins Avenue Site Plan – Guillermo Olmedillo, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA;
APPROVING A SITE PLAN APPLICATION FOR PROPERTY LOCATED
AT 8995 COLLINS AVENUE, SURFSIDE, FLORIDA FOR DEVELOPMENT**

CONSISTING OF 34 CONDOMINIUM UNITS; PROVIDING FOR CONDITIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Novoa read the title into the record.

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

Town Attorney Arango asked Town Clerk Novoa if the advertising requirements were met.

Town Clerk Novoa confirmed that all advertising requirements were met.

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

Commissioner Paul stated that she met with Graham Penn, from Bercow, Radell, Fernandez & Larkin, LLC.

Commissioner Cohen stated that he did not meet or speak with anyone regarding the project.

Commissioner Karukin stated that he met with representatives of the project.

Mayor Dietch stated that he met with representatives of the project as well as with residents.

Vice Mayor Gielchinsky stated that he had conversations with the applicant and representatives as well as with the attorney for the property to the north.

Town Clerk Novoa swore in individuals that would be speaking or testifying in these proceedings.

Town Manager Olmedillo introduced the item and asked Town Planner Sinatra to present the project.

Town Planner Sinatra presented the project and staff review.

Michael Larkin, representing Surf House, LLC gave a presentation of the project.

Kobi Karp, Kobi Karp Architecture, representing Surf House, LLC gave a presentation of the project.

Justine Velez, Urban Robot Associates, spoke regarding the landscaping of the project.

George Kousoulas, Block53 LLC, representing the applicant spoke regarding the parking operations of the project.

Michael Larkin, representing Surf House, LLC, summarized the conditions of the project and concluded the presentation and submitted those conditions to Town Clerk Novoa.

There were no individuals signed up to speak on the item.

Town Planner Sinatra advised the Commission that the Planning & Zoning Board approved the project at their last meeting by a unanimous vote.

Commissioner Paul asked if the resolution could be changed to "Town-wide improvement projects as approved by the Town Manager" and if it could be used for other projects. Commissioner Paul also asked regarding the current parking spaces.

Mayor Dietch shared with Commissioner Paul the revised language.

Vice Mayor Gielchinsky asked Ms. Velez regarding the distinguished improvements of this project in comparison to the neighbors, east of Collins and 90th Street. He also stated that it seemed that the improvements are made to the same area.

Ms. Velez answered Vice Mayor Gielchinsky question.

George Kousoulas clarified the improvements being made and answered Vice Mayor Gielchinsky question regarding the landscaping.

Commissioner Paul asked Town Planner Sinatra what the current amount of parking spaces and other improvements on the lot were and if the balcony extends out from the rooftop. She also asked regarding the reflectiveness of the glass, page L203 regarding soil preparation and it mentions Roundup. She stated that she would like the Roundup to be substituted for something more environmentally safe.

Town Planner Sinatra answered Commissioner Paul's question.

Mayor Dietch asked regarding the glass. protection for the birds and for them to be mindful of that and to place protective measures on the glass.

Mayor Dietch asked regarding the construction fence and the quality they are looking at using and gave some suggestions.

The architect for the project stated that they would look into which one would be better.

Mayor Dietch asked the applicant regarding the solid waste containers and where the container would be placed.

George Kousoulas answered Mayor Dietch's question regarding the solid waste containers and how the residents would dispose their trash through a chute.

Mayor Dietch spoke regarding the development order and the language on item 4 that was read into the record, page 5 item 10e and he would like to add the language to state "within 365 days of the Certificate of Occupancy. He also commented on number 16 and he would like to place a milestone – temporary Certificate of Occupancy.

Mayor Dietch would like to add to item 29 something to the affect that the applicant or representative shall not rent a property in Surfside to use as either housing for staff or for an office.

Commissioner Paul stated that on page 6, number 17 she would like to add that the applicant would be responsible to fix any damage done during construction.

Commissioner Karukin asked regarding the parking for employees during construction and the configuration of the loading ramp, its location and how it will be operated.

Town Manager Olmedillo answered Commissioner Karukin's question.

George Kousoulas answered Commissioner Karukin's question.

Commissioner Paul asked if the parking for staff meets the code requirement.

Town Planner Sinatra stated that the parking meets code requirements.

Mayor Dietch asked for a motion to extend the meeting.

A motion was made by Commissioner Karukin to extend the meeting, seconded by Commissioner Paul. All voted in favor.

Town Attorney Arango read the added language into the record for the conditions and to be incorporated into the resolution.

Mayor Dietch recapped the items and changes being made to the conditions of the project.

A motion was made by Commissioner Cohen to approve the Resolution as amended, seconded by Commissioner Karukin. All voted in favor.

3. Adjournment

A motion was made by Commissioner Paul and seconded by Commissioner Karukin to adjourn the meeting without objection at 7:03 p.m. and commence the Regular Commission Meeting. Motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this _____ day of _____, 2020.

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT

January 14, 2020

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

Town Administration has been participating in Weekly Project Coordination meetings. As of January 8, 2020, there have been four meetings: 12/4/2019, 12/11/2019, 12/18/2019 and 1/8/2020.

Attached are the minutes from the meetings held on 12/4/2019, 12/11/2019 and 12/18/2019 – *Attachment "D"*

V. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of December 25, 2019, the total number of active, open cases being managed is 202; of these cases, 65 cases are still under investigation and are working towards compliance; 15 cases are on-hold; 18 are in the Special Master hearing queue; 8 cases are in post-Special Magistrate action status; 1 case has pending liens, 36 code cases have been issued liens and remain unpaid and 59 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 December 25, 2019, 24 cases have paid/settled for a total collection of \$61,550.
- 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 November 30, 2019 – *Attachment "E"*

Police Department

A. Police Department Statistics (December 1 – December 23, 2019)

- Traffic Citations – 259
- Parking Citations – 437
- Arrests – 7
- Dispatch Events – 1,487
- Incident/Crime Reports - 65
- Suspicious Person Checks – 25

B. Law Enforcement Officer Foundation (LEO) Awards Nominees

Chief Yero nominated the following outstanding candidates in the following categories for the 2019 Law Enforcement Officer Foundation (LEO) Award which honors and recognizes deserving sworn and civilian personnel:

- LEO Investigative Services Award – Sergeant Marian Cruz and Detective Diana Dulaney for their investigative skills, tenacity, work ethic and dedication. One investigation led to the identification and apprehension of a bicycle that was responsible for a rash of bicycle thefts in town.
- LEO Uniform Services Award – Officer Tammy Campbell for her leadership and handling of emergency situations with proficiency and calmness. In particular, back to back events that included the unfortunate death of a construction worker by electrocution and an armed suicidal man that was taken into custody safely and received the help he needed.

- LEO Support Services Award – Parking Enforcement Officer Josue Castro for his professionalism, high level of customer service and overall dedication to the Police Department and community he serves. PEO Castro was instrumental in the capture of several felony subjects he observed driving recklessly and then running from the car they parked. The subjects had previously fled from a Bal Harbour officer after committing a Fraud. The same subjects were wanted for a previous Frauds in Bal Harbour and Aventura.

Congratulations to all! We are very proud and wish all the best of luck!

C. Police Events

- The Police Department collected toys this holiday season for our 11th Annual Holiday Toy Drive. The Holiday Toy Giveaway Event took place on December 20, 2019 at 3:30 p.m. at Town Hall and was a tremendous success with over 90 children in attendance.
- Chief Charles Press, the Key Biscayne Police Department and the Miami Children's Initiative hosted their 7th Annual Family Holiday Event on December 21, 2019 from 1:00 p.m. to 4:00 p.m. at Key Biscayne Beach Park. Officer Mendoza represented the SPD.
- The monthly Bike with the Chief is January 29, 2020 at Town Hall at 4:00 p.m.
- Coffee with the Cops is January 30, 2020, at Starbucks at 10:00 a.m.

D. Traffic Mitigation Program Status Report

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

#	TIMEFRAME	INITIATIVES	STATUS	UPDATE(S)
Short Term (0 – 6 months)				
1.		Loop Detector Installation	In progress	<p>CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05-09-17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>On August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p> <p>Loop detectors have been approved for Harding Avenue at 88th, 93rd and 94th Streets.</p> <p>On November 3, 2017, CGA submitted for review and approval Work Authorization No. 106 for Surfside Traffic Signal Modification – Traffic Analysis. The scope of the project includes Pre – Post Construction Analysis of four intersections on Harding Avenue at 88th, 93rd, 94th and 95th Streets. Total cost not to exceed \$14,200.62.</p> <p>On January 29, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 10:30 a.m. The Assistant Town Manager, CGA, Public Works and Police Department representatives attended. No bidders attended.</p> <p>On March 8, 2018, a Traffic Signal Modification Mandatory Pre-Bid Opening was held at 2:00 p.m. The Town has received two bids. The Public Works Department and CGA are evaluating the bids. Once the bids</p>

			<p>are evaluated and ranked, Town staff will present their recommendation for final bid selection and award to the Town Commission.</p> <p>In a letter dated April 16, 2018, reference Town of Surfside Traffic Signal Modifications ITB No. 2018-01 and CGA Project No. 15-8083, CGA Director of Construction Engineering, Robert McSweeney, provided an analysis of the two bids received for the Surfside Traffic Signal Modification Project and recommendation for award of Contract. Under Power Corp. was the apparent low bidder with a Base Bid of \$109,045.23. Upon review, they found the bid is complete and appropriate for the proposed work. In keeping with the Town to award a Contract to the most responsible and responsive bidder whose bid is in conformance with the Bidding Documents and is in the best interest of the Town, they recommend that the Town of Surfside award the contract for the referenced project to Under Power Corp.</p> <p>At the June 12th, 2018 Commission Meeting, the Town Commission voted to approve the recommendation from CGA awarding the contract to Under Power Corp. The project is moving forward pending CGA Notice to Proceed and required permitting.</p> <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>
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				<p>Permit No. 2018006371 – Harding Av & 88 St</p> <p>Permit No. 2018006374- Harding Ave & 93 St</p> <p>Permit No. 2018006373 – Harding Ave & 94 St</p> <p>On 8-21-2018, Miami-Dade Traffic Engineering Division provided comments on their already approved plans. They had asked for one of the pedestrian signal phases to be modified.</p> <p>On 8-22-2018, Under Power Corporation picked up 18 revised signed and sealed sets from CGA.</p> <p>On 8-23-2018, the revised plans were submitted to the County for permitting by the contractor. It seems that the County has a 12-day turn-around for these permits. Bob McSweeney has been keeping track of the County's review time and the contractor has kept CGA informed every step of this process.</p> <p>For Harding Avenue and 95th Street, CGA received an email from David Hayes (Miami-Dade County) stating that they could not sign-off on the project because they needed revised plans to reflect the same pedestrian phase modifications requested at 88th Street, 93rd Street, and 94th Street. Revised plans for Harding Avenue and 95th Street will be submitted to Miami-Dade County on 8-27-2018.</p> <p>Under Power Corp., project manager Guillermo Vado, left the company on 09-14-18, and the new project manager is Eddie Macias e.macias@underpowercorp.com.</p> <p>GCA contacted FDOT Operations concerning the Construction Agreement renewal and loop material revision, and were referred to the FDOT Permits Department. GCA have a call/message into them, and will advise as to any potential delay once we have more information.</p> <p>On 11-27-18 a meeting was conducted with Town Administration, Public Works, Police Department, and CGA regarding the Loop Detector Installation. It was determined that the project can commence on 12-10-2018</p>
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			<p>and the work hours will be 8:00 AM – 6:00 PM, Monday-Friday. The Police Department will provide personnel to assist with lane closures. The contractor, Under Power Corp., was contacted and advised to provide a construction schedule, work plan narrative, and MOTs regarding the program prior to commencing work.</p> <p>Loop Detector installation work began the week of 12-17-2018 and FDOT advised that the contractor has a 90-day window to complete the work. Traffic advisories were emailed to residents and posted on the Town website regarding the construction work and anticipated lane closures on Harding Avenue.</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>The Loop Detectors were deferred as a discussion item for the December 2019 Commission Meeting.</p> <p><u>At the December 2019 Town Commission Meeting, the Loop Detectors item was deferred.</u></p>
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2.		Install a crosswalk at 90 th Street & Harding Avenue (north side) and 89 th Street & Harding Avenue (north side)	Open	<p>FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.</p> <p>The 200 block of 90th Street has been converted to one-way traffic eastbound only. This new traffic pattern has eliminated the hazard of vehicles traveling west across Harding Avenue at 90th Street where a curve hindered line of sight for drivers.</p> <p>No Turn on Red signage has been installed at 90th Street & Collins Avenue for vehicles traveling eastbound in the 200 block of 90th Street.</p> <p>Crosswalk markings (Thermoplastic) installation will be performed in February 2019.</p> <p>Crosswalk markings (Thermoplastic) installation was delayed until March 2019 to allow the new pavement to properly cure.</p> <p>Crosswalk markings (Thermoplastic) installation was completed at the 89th Street & Harding Avenue (north side) location in March 2019. The Crosswalk markings (Thermoplastic) installation at 90th Street & Harding Avenue (north side) is still pending with no definitive date set.</p>
3.		Collins Ave and Harding Ave. Request for additional speed limit signs & pavement markings within Town of Surfside. FDOT CTP 2018-03-0031	Open	<p>Per Arturo Patulot, Traffic Operations D6, Florida Department of Transportation (FDOT) 305-470-5303, arthuro.patulot@dot.state.fl.us:</p> <p>FDOT Traffic Operations office conducted a field review along the subject roadway segment from 88th to 96th streets both NB and SB directions and has decided to install five (5) additional posted speed limit signs 30 MPH and three (3) sets of pavement markings 30 MPH for better exposure and driver's compliance at the following locations:</p> <p><i>Collins Avenue facing Northbound traffic</i></p>


				<p>Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) and 30 MPH pavement markings north of 90th Street</p> <p>One (1) additional 30 MPH speed limit sign (Right of roadway) north of 92nd Street</p> <p>Two (2) additional 30 MPH speed limit signs (Right & Left of roadway) north of 94th Street</p> <p><i>Harding Avenue facing Southbound traffic</i></p> <p>30 MPH pavement markings for the three lanes across from existing speed limit sign south of 96th Street</p> <p>30 MPH pavement markings for the three lanes across from existing speed limit signs south of 92nd Street</p> <p>The proposed improvements will be completed by FDOT maintenance when workload and schedule permit. No anticipated completion dates were provided.</p> <p>FDOT was notified by email for an update on the status and Public Works is awaiting their response.</p> <p>Town Public Works advised that FDOT confirmed that a work order has been completed and pending a start date for the work.</p> <p><u>Town Public Works Administration contacted FDOT on 09-23-2019, and obtained the following update from Arturo Patulot (FDOT Traffic Operations D6):</u></p> <ul style="list-style-type: none"> • <u>FDOT traffic service request (TSR #87-0033-18) with the FDOT maintenance office is being processed and they will be expediting the implementation of the proposed improvements for Surfside on A1A</u> • <u>The FDOT contractor is scheduled to start installing the pavement markings and signage the first week of October 2019.</u> <p>FDOT began installing the pavement markings and signage the week of October 21, 2019.</p>
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				<p>As of November 2019, the status of the pavement markings is as follows:</p> <ol style="list-style-type: none"> 1. 9500 Block of Harding (Completed) 2. 9300 Block of Harding (Completed) 3. 9100 Block of Harding (Completed) 4. 9000 Block of Collins (Completed) 5. 9200 Block of Collins (Not Completed) 6. 9400 Block of Collins (Not Completed)
4.		Install a crosswalk at 92nd Street & Collins Avenue (FDOT Project)	Open	<p>Based on citizen concerns, the Town Administration contacted FDOT regarding the installation of a crosswalk at 92nd Street and Collins Avenue to enhance pedestrian safety for Town residents and hotel guests of the Residence Inn by Marriott Hotel.</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	Closed	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue • 9500 block of Byron Avenue (second speed bump) • <p>November/December 2018: new speed bump location in the 9400 block of Abbott Avenue being evaluated.</p> <p>The location of the speed bump was determined and installation scheduled for February 2019.</p> <p>During February 2019, new speed bumps were installed at the following locations:</p> <ul style="list-style-type: none"> • 9300 block of Abbott Avenue • 9400 block of Abbott Avenue • 9500 block of Carlyle Avenue

				<p>New speed bumps implementation is being evaluated for the 8800 block of Carlyle Avenue.</p> <p>In May 2019, a speed bump was installed in the 8800 block of Carlyle Avenue.</p> <p>On October 23, 2019 one speed bump was removed from 88th Street due to its proximity to an existing stop sign.</p>
7.		Stop Signs in Surfside checked for compliance with Miami-Dade County regulations.	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 foot height per Miami-Dade County regulations.
8.		Pedestrian Crosswalk Safety at the 93 rd Street and Collins Avenue Crosswalk	Closed	<p>Based on citizen concerns and traffic crash data, the Town Manager and the Police Department initiated the following actions to enhance pedestrian safety at the crosswalk located at 93rd Street and Collins Avenue that is used to primarily access the Town's Community Recreational Center.</p> <p>In June 2019, the Town Manager met with Florida State Senator Jason Pizzo, Kevin J. Thibault (Secretary of Transportation), Miami-Dade County Commissioner Sally Heyman, and Jim Wolfe (Secretary of District 6, Florida DOT) and he presented the safety issues regarding the pedestrian crossing at 93rd Street and Collins Avenue and sought input and recommendations to mitigate those concerns.</p> <p>The Police Department conducted on-going proactive traffic details in the 9200 block of Collins Avenue targeting speeding vehicles and vehicles running the red light. Additionally, the Police Department partnered with FDOT representatives to conduct a pedestrian safety educational awareness day that included the 93rd Street and Collins Avenue intersection and pedestrian crossing to educate citizens and provide safety tips.</p>

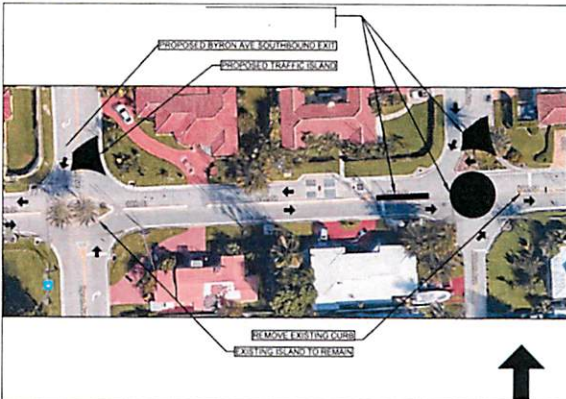
				<p>The Police Department contacted both FDOT and the Miami-Dade Traffic Department of Transportation and Public Works Traffic Signals and Signs Division Administration to request that the timing of the traffic signal at 93rd Street and Collins Avenue be increased to allow additional time for pedestrians 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 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.</p> <p>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:</p> <p>Subject: CTP 2019-08-0006, Sections: 87060000 & 870600001, SR A1A / Collins Avenue and SR A1A / Harding Avenue at 93rd Street. Request for Pedestrian Safety improvements.</p> <p>Good morning Mr. Olmedillo, 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.</p>
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				<ul style="list-style-type: none"> • 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. • 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. • 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. • 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. • Replace existing detectable warnings on all corners of the intersection of SR A1A/Harding Avenue and 93rd Street with ADA compliant yellow detectable warnings. <p>The Department appreciates the time and effort you have taken in bringing this matter to our attention, and looks forward to address your concerns.</p>
9.		<p>95th Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	Closed	<p>On 04-27-2017, the traffic lanes in the 200 block of 95th Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound</p>

				<p>only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
10.		New Stop Signs at all intersections west of Harding Avenue	Closed	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west) <p>In September 2018, Public Works relocated the stop sign and stop bar at Carlyle Avenue and 90th Street (for Northbound traffic on Carlyle Avenue) 15 feet north to allow for an</p>

				<p>enhanced traffic sight cone at the intersection.</p> 
11.		New Stop Bar Reflectors	Closed	<p>New Stop Bar Reflectors Installed</p> <p>In September 2018, Public Works conducted an inspection of the Stop Bar Reflectors and determined which reflectors were non-operational. The vendor replaced the non-operational reflectors under warranty.</p> <p>Public Works ordered 24 new reflectors that were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions) • Yellow reflectors were installed prior to the speed bumps in the 9500 block of Byron Avenue to alert drivers. <p>During November 2018 all non-operational Stop Bar Reflectors were replaced and are now functional. Additionally, new Stop Bar reflectors were installed at the following locations:</p> <ul style="list-style-type: none"> • 90th Street and Froude (all directions) • 90th Street and Byron (all directions) • 90th Street and Abbott Avenue (East and West directions)
12.		<p>Revisit Street Closure</p> <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Closed	<p>Town Commission approved a motion against revisiting this item.</p>

13.		<p>New Street Closure</p> <p>Byron Avenue (northbound) at 88th Street</p>	Closed	<p>Requires study, Miami-Dade County and Miami Beach approval.</p> <p>On 11-29-17, Town Manager, Chief Allen and Public Works Director attended a meeting with Miami-Dade County and City of Miami Beach administration regarding the closure of northbound traffic at 88th Street and Byron Avenue.</p> <p>The above meeting resulted in a plan to add curbing to the 88th Street median extending it to Abbott Avenue. The result will prohibit drivers from executing illegal U turns disrupting the traffic flow and area residents which has been a continuous problem.</p> <p>The following traffic modification Project has been developed to improve the traffic flow at 88th Street and Abbott Avenue.</p>  <p>Public Works completed the installation of the pictured vehicular traffic pattern at 88th Street & Abbott Avenue. On March 12, 2018, a 60-day testing period will begin before final approval.</p> <p>The 60-day trial period before final approval continues. There have been no traffic accidents reported and no matters of concern have been brought to the attention of the Police Department.</p> <p>At the Special Town Commission Meeting held May 22, 2018, the Town Commission approved the below traffic pattern design (Option A) for 88th Street and Abbott Avenue. A traffic circle at Abbott Avenue on 88th Street will allow traffic to flow east, west and south. Traffic islands on Abbott Avenue and Byron Avenue at 88th Street will prevent vehicles</p>
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				<p>from traveling north on those avenues from 88th Street.</p>  <p>Public Works has begun work on the new traffic mitigation design on 88th Street & Abbott Avenue. The project is estimated to be completed by mid-July.</p> <p>Project completed.</p>
14.		Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Closed	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
15.		Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	Closed	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
16.		Create Vehicular Circulation Plans for New Construction Projects Minimize lane closures	Closed	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
17.		Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Closed	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGA, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made congestion worse on 96 th Street. This will not allow the vehicles turning right from Byron to move,

				<p>causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>
18.		<p>Send demand letters to mapping companies</p> <ul style="list-style-type: none"> o Waze – Free Community-based GPS, Maps & Traffic Navigation App 	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 90th Street</p>	Closed	<p>On Monday 10-08-18, Public Works advised that the 200 block of 90th 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 stripping and reconfiguration was completed.</p>
Intermediate Term (7-18 months)				
1.		<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> o Sidewalk, landscaping and buried utilities 	Open	<p>Awaiting the study of walkability by FIU.</p>
2.		<p>Create One-Way Streets 88th, 89th, 90th and 91st Street between Collins & Harding Avenues</p>	Closed	<p>A Town meeting was held July 18th, 2017, to present a new traffic pattern plan making 89th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.</p>

				<p>The Town Commission approved to conduct a test of a new streetscape design on 89th and 90th Streets, between Harding and Hawthorne. The test consists of creating a safe pedestrian path and a green area in what is currently the paved area of those streets. Because width of the street will be narrowed during the test, the streets will be changed to a one-way system, with 89th Street traffic moving from east to west and 90th Street traffic moving from west to east. The streets will be marked with paint to designate the pedestrian area as well as the green/parking area. The test is scheduled to begin in early December and run for a period of 60 days. At the end of the test period, staff will present a report to the Town Commission.</p> <p>The new streetscape testing was initiated December 14, 2017. The testing has gone smoothly with no incidents to report thus far. A main focus has been directed toward providing information, answering questions and educating residents and all who travel the area on the details and goals of the project.</p> <p>At the February 13th, 2018 Town Commission Meeting the Town Administration was granted time extension of sixty days to the One-Way Street Project in order to survey the streets for ADA 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, 2018. Notifications for the March 28 One-Way Streets Town Hall Meeting have been distributed via the following channels:</p> <ul style="list-style-type: none"> • Publicly Noticed Meetings and Agenda Packets (Town Commission & Planning & Zoning) • Letter mailed to residences on 89th and 90th streets for first meeting held in July (similar to planning & zoning notices) • Door hangers to residences on 89th and 90th streets • Posted notice at Publix and Starbucks • Multiple e-blasts
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				<ul style="list-style-type: none"> • Website notices on the calendar and Town news • Included in multiple gazette newsletters • Channel 93 • Nextdoor postings on the Town's page • Delivery of meeting notices to residencies on 89th and 90th streets for second meeting held in March • Surveys on Nextdoor and SurveyMonkey <p>Town collected resident feedback through a number of these channels including emails and phone calls.</p> <p>At the April 10, 2018 Town Commission Meeting, the Town Commission approved a motion to terminate the One-Way Street Project tested on 89th Street and 90th Street.</p> <p>On April 16, 2018, Public Works returned the traffic pattern on 89th Street and 90th Street to two-way traffic west of Harding Avenue.</p>
3.		Road closure of 95 th Street and Abbott Avenue	Closed	<p>On November 7, 2017, CGA submitted for review and approval Work Authorization No. 108 for Traffic Feasibility Study for Abbott Avenue and 95th Street. The project includes Traffic Analysis and Modeling of the road closure at 95th Street and Abbott Avenue. Total cost will not exceed \$20,149.58.</p> <p>On January 29, 2018, the Town Manager held a meeting with CGA Traffic Engineer Eric Czerniejewski, Asst. Town Manager Duncan Tavares, Public Works Director Randy Stokes and Captain Yero to review and discuss the Feasibility Study results.</p> <p>This item has been deferred due to the impact of closing the 95th Street would generate.</p>
Long Term (19+ months)				
1.		Gate the area west of Harding Avenue and create a special taxing district.	Open	This item is provided here as a place holder.



MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Rachel Pinzur, Public Information Representative

Date: December 26, 2019

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

In December, 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 December Gazette being available and reminders about the Surfside Recycling Workshop and the Mayor's Town Hall Meeting taking place early in the month. Other posts included promotions of Town events for the month, such as the Winter Wonderland celebration, registration for the Parks and Recreation Winter Camp, and ongoing posts about the 11th Annual Holiday Toy Drive, 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 traffic alerts and to inform residents about the rescheduled street sweeper procedure for the end of the month. Furthermore, Nextdoor was utilized to remind residents about special holiday hours. Residents also received important updates via the Town website, e-blasts, the Gazette, flyers on community boards, and Channel 663.

In the month of December, the Town's Public Information Representative published 33 posts on Nextdoor. There are currently 1,310 verified Surfside residents in the Nextdoor community (up from November's 1,253).

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

December Gazette Now Available



It is December already! Read all about upcoming events, such as the Recycling Workshop on December 3rd, the Mayor's Town Hall Meeting on December 4th, and the Winter Wonderland celebration on December 15th in this month's edition of the Town Gazette on the Town website: <https://issuu.com/surfsidegazette/docs/gazette-dec2019> Please be reminded to check the Town Calendar on the Town website throughout the month to make sure of the latest information, in the event that any changes take place. Check out the calendar here: <https://townofsurfsidefl.gov/news-and-events/events-list>

December Street Sweeper Schedule

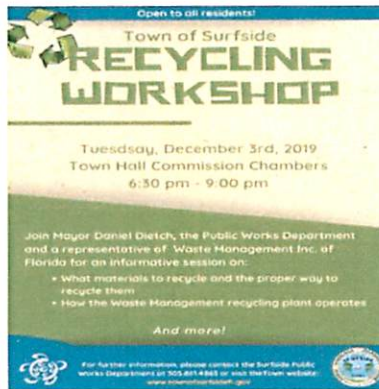


Keeping the streets clean is a priority for the Town of Surfside's Public Works Department. For the month of December, street sweeping in Surfside will take place on Monday, December 9 and Monday, December 23. Please make sure to not block your curb on those days. Remind your neighbors, too!

Street sweeping helps remove debris from the gutters and roadsides that would otherwise go into storm drains, causing water pollution. It helps to keep catch basins and storm drains clean and functional. This can help in the event of a major storm, such as a hurricane. It also enhances the beautification of the Town. For information on how to further assist with street sweeping, please refer to the Town website at: <https://www.townofsurfsidefl.gov/departments-services/public-works/how-to-help-with-street-sweeping>

To view the street sweeping calendar which includes the dates for next month as well, please visit the Public Works Department section of the Town website at: <https://townofsurfsidefl.gov/departments-services/public-works/street-sweeping-calendar>

Tonight: Recycling Workshop at 6:30 pm at Town Hall



Are you wondering if a specific household item can be recycled? Or where the materials inside your recycling bin end up when collected by Waste Management? All of these questions and more will be answered during the Recycling Workshop, taking place tonight, Tuesday, December 3rd, 2019, at 6:30 pm in the Town Hall Commission Chambers. Join Surfside Mayor Daniel Dietch, the Surfside Public Works Department and a representative of Waste Management Inc. of Florida for insights and tips on the correct way to recycle materials and how the Waste Management recycling plant operates.

Participants at tonight's workshop also will be able to pick up a "Recycle This, Not That" sticker. The Town of Surfside invites residents to affix the sticker to their recycle bins for a reminder on which materials can and cannot be recycled. Additionally, stickers will be made available at the Town Hall front desk. View the digital version of the sticker here: [https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-\(2\)-\(2\)-\(1\).pdf?sfvrsn=d9b42594_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-(2)-(2)-(1).pdf?sfvrsn=d9b42594_4)

For further information on the recycling process, please refer to the following graphic on the Town website: https://townofsurfsidefl.gov/docs/default-source/default-document-library/recycling---how-the-process-works.pdf?sfvrsn=bf962c94_2

Mayor's Town Hall Meeting tonight at 7 pm



Surfside Mayor Daniel Dietch will host a Mayor's Town Hall Meeting tonight at 7:00 pm in the Town Hall Commission Chambers. Residents are encouraged to attend.

Mayor Dietch conducts the Town Hall Meetings in a roundtable setting, providing residents with the opportunity to engage in direct discussion with the Mayor and to address community matters of concern. Join the conversation tonight!

To view the official meeting notice, please refer to: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/12/05/other-meetings/mayor's-town-hall-meeting>

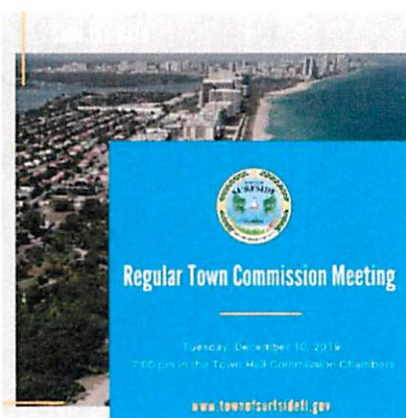
Spread Holiday Cheer by contributing to Surfside's 11th Annual Toy Drive



This holiday season, make a big difference with a small gesture. Consider donating a new, unwrapped toy for children ages 1-13 during the Surfside Police Department's 11th Annual Toy Drive. Toys should be dropped off at the Surfside Police Station at 9293 Harding Avenue (inside Town Hall.) The last day to donate is Thursday, December 19, 2019.

For inquiries, please contact the Surfside Police Department's Dina Goldstein at 305.861.4862 or via email at dgoldstein@townofsurfsidefl.gov.

Save the Date: Regular Town Commission Meeting on Tuesday, 12/10



Mark your calendars for the Regular Town Commission Meeting taking place on Tuesday, December 10, 2019, starting at 7:00 pm in the Town Hall Commission Chambers.

To view the Agenda Packet for the meeting, please refer to:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-12-10-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=db62d94_2

Please be reminded if you are unable to make it to the meeting in person, you can watch it live via Channel 663 on Atlantic Broadband or by streaming the channel on the Town website via: <https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>

All Commission Meetings are later archived and available to view by date on the website.

Surfside Residents Participate in a Hands-on Recycling Workshop



Surfside residents gathered at Town Hall on Tuesday, December 3, 2019 for an engaging Recycling Workshop aimed at explaining the do's and don'ts of recycling. Presenters included Surfside Mayor Daniel Dietch, members of Surfside's Public Works Department and Shiraz Kashar, the Community Outreach and Education Specialist for Waste Management, Inc. of Florida.

After an introduction by Mayor Dietch in which he emphasized the importance of recycling, Mr. Kashar walked residents through a PowerPoint presentation on what can and cannot be recycled. He also presented a video of the Waste Management facility in Pembroke Pines, where South Florida's recycling materials are taken to undergo an intensive process of separation and organization. Too often, Mr. Kashar explained, South Floridians dispose of non-recyclable waste materials in their recycling bins, which ultimately leads to complications at the recycling plant and the contamination of other recyclable items in the same batch.

"Recycling education is key so that everyone understands the correct items to put in the recycling bin and understand which are the incorrect items which should not be disposed of in the recycling bin," explained Kashar. "There are certain items such as plastic bags, food and any type of wet material which slow down the recycling process, increases costs and does not make the recycling program sustainable for the future."

The workshop concluded with an interactive game in which participants held up "yes" or "no" flags when prompted to answer whether or not a specific item should be recycled.

"Not only was the Surfside Recycling Workshop a learning experience for all of us, but also another display of the Town of Surfside's commitment to preserving our environment, keeping our community clean and increasing efficiency," said Mayor Dietch. "I hope residents leave the workshop with a better understanding of how the recycling process works, and that they share this knowledge with neighbors, so we can be better environmental stewards. We can all do our part."

*For further information, please refer to the following links.

-PowerPoint Presentation provided by Waste Management, Inc. during the December 3, 2019 Workshop: https://townofsurfsidefl.gov/docs/default-source/default-document-library/waste-management-recycling-presentation.pdf?sfvrsn=508c2d94_2

The Town of Surfside's "Recycle This, Not That" flyer:

[https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-\(2\)-\(2\)-\(1\).pdf?sfvrsn=d9b42594_4](https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/recycle-this-not-that-(2)-(2)-(1).pdf?sfvrsn=d9b42594_4)

The Town of Surfside's "How the Recycling Process Works" graphic: https://townofsurfsidefl.gov/docs/default-source/default-document-library/recycling---how-the-process-works.pdf?sfvrsn=bf962c94_2

Waste Management - Recycle Right: <https://www.wm.com/us/en/inside-wm/recycle-right>
Florida Recycles: <http://floridarecycles.org/>

Celebrate the Season at the Winter Wonderland on Sunday, 12/15



Snow in Surfside? You heard right!

Join us for family-friendly holiday festivities during the 2019 Winter Wonderland on Sunday, December 15, 2019 at the 96th Street Park (9572 Bay Drive from 10:00 am to 1:00 pm). Hosted by the Surfside Parks and Recreation Department, the annual bash will include visits from holiday characters, music, arts and crafts, face painting and snow! Please note, the Winter Wonderland is open to Surfside residents only. Proof of ID is required to enter the event.

For questions, please reach out to the Surfside Parks and Recreation Department via 305.866.3635.

To view the original event flyer, please visit:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-wonderland-2019.pdf?sfvrsn=7dde2e94_4

Save the Date for Upcoming Events for Surfside Seniors

Surfside seniors, make sure to mark your calendars for two upcoming events!

This Friday, December 13, 2019, the Surfside Parks and Recreation Department will host the Senior Brunch Bunch at the Community Center at 11:00 am. This month's brunch features a variety of popular dishes and desserts, and a presentation by Board Certified Dermatologist Devorah Shagalov, MD, FAAD from Lazarus Dermatology. The topic will be recognizing skin cancer, its prevention and treatments. View the original notice for the event here:

<https://townofsurfsidefl.gov/news-and-events/events-detail/2019/12/13/events/senior-brunch-bunch>

On Wednesday, December 18, 2019, the Parks and Recreation Department will host a Senior Trip to the Festival Flea Market Mall in Pompano Beach for a unique holiday shopping experience. The bus will depart from the Community Center at 9:30 am. For further information, please refer to the original event notice here: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/12/18/events/senior-trip---festival-flea-market-mall>

For the Senior Trip, participants must register by this Friday, December 13, 2019.

For registration information and any inquiries pertaining to these events, please contact the Surfside Parks and Recreation Department at 305.866.3635.

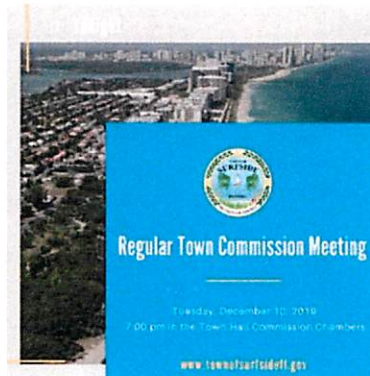
Traveling for the Holidays? The Surfside Police Department Will Keep an Eye on Your Home

If you are planning to be out town at some point this month and/or for the holidays, then let the Surfside Police Department know so they can keep an eye on your home.

This service is completely free of charge and will help guarantee you peace of mind while you are away. To contact the Surfside Police Department, please call 305.861.4862. You may also visit the Police Department in person at Town Hall.

Please note, this service is offered year-round.

Tonight: Regular Town Commission Meeting at 7 pm



Residents are encouraged to attend two meetings taking place today, Tuesday, December 10, 2019 at Town Hall.

The Special Commission Quasi-Judicial Hearing will take place at 6:00 pm in the Town Hall Commission Chambers. During the hearing, the Town Commission will consider an application for a site plan approval for 8995 Collins Avenue.

View the original notice of the event here: <https://www.townofsurfsidefl.gov/news-and-events/events-detail/2019/12/10/commission-meetings-workshops/special-commission-quasi-judicial-hearing>

To view the agenda packet for this hearing, please refer to:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-12-10-special-town-commission-meeting---quasi-judicial-hearing-agenda-packet.pdf?sfvrsn=dab52d94_2

Then, at 7:00 pm, the Regular Town Commission Meeting will take place at the Town Hall Commission Chambers.

To view the Agenda Packet for the meeting, please refer to:

https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-clerk-documents/commission-agendas/2019-commission-agenda/2019-12-10-regular-town-commission-meeting-agenda-packet.pdf?sfvrsn=db62d94_2

To view the original event notice, visit: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/12/11/commission-meetings-workshops/commission-meeting>

If you cannot attend the meetings in person, please be reminded that you can watch it live on Channel 663 via Atlantic Broadband or by streaming it on the Town website at:

<https://townofsurfsidefl.gov/departments-services/town-clerk/public-records/channel-663>
All Commission Meeting videos are later archived on the website by date.

Shop for Holiday Gifts at the Surfside Farmers Market



Making a list and checking it twice? The Surfside Farmers Market is a great option for finding gifts for those on your list this holiday season.

Swing by the Farmers Market every Sunday from 9:00 am to 3:00 pm on the corner of 95th Street and Collins Avenue and explore products ranging from artwork to home decor. You can also enjoy the fresh tastes of local produce, coffee, tea, spices and more. All vendors are South-Florida based.

The Surfside Farmers Market is held every Sunday, unless otherwise noted. For any schedule changes, visit the Town website at www.townofsurfsidefl.gov.

Traffic Alert: Double Lane Closure from 9300 to 9511 Collins Ave (12/12/2019)



The Town of Surfside wants you to be aware that the Florida Department of Transportation (FDOT) has authorized a double lane closure from 9300 to the 9511 block of Collins Avenue (SR A1A North) for the following date and times:

-Thursday, December 12, 2019, from 9:00 am to 3:00 pm

The lane closure will be in the two eastern most lanes of Collins Avenue.

Surfside Police officers will be on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

For more information, please call the Surfside Police Department at 305.861.4862.

To view the official Traffic Alert issued by the Surfside Police Department, please refer to: [https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert_-double-lane-closure-from-9300-to-9511-collins-ave-\(12_12_2019\).pdf?sfvrsn=b0532d94_2](https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert_-double-lane-closure-from-9300-to-9511-collins-ave-(12_12_2019).pdf?sfvrsn=b0532d94_2)

Town of Surfside Declares a Climate Emergency, Launches Response Plan

The Surfside Town Commission declared a Climate Emergency and approved Surfside's initial Climate Crisis Report and Climate Action Plan during the Town Commission meeting held on Tuesday, December 10, 2019. Both the Climate Emergency declaration and the Crisis Report were approved unanimously.

By declaring a Climate Emergency, the Town of Surfside publicly acknowledges the scientific evidence of global climate change and urges the U.S. Congress and the State of Florida legislature to take immediate action. Furthermore, Surfside requests regional

collaboration and continued state and federal support in its efforts towards adaptation, mitigation and resiliency, including the implementation of the actions identified in the Town's Climate Crisis Report.

In its first edition, the Climate Crisis Report highlights the effects currently experienced in the Town due to climate change, the effects that are projected for the future, and initiatives to date the Town has taken to mitigate and adapt to such effects. It includes a call-to-action on the matter and identifies the Town's vulnerabilities in the face of climate change and sea-level rise. One of the main components of the report is Surfside's Climate Action Plan, which outlines objectives and actions in twelve key areas, including land use and the built environment, public health, commitment to funding and public outreach.

To learn more, please see: https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-resilience-faqs---final-version-final.pdf?sfvrsn=835d2d94_4

To review the Climate Crisis Report and Climate Action Plan, please reference: https://townofsurfsidefl.gov/docs/default-source/default-document-library/town-of-surfside-climate-crisis-report-and-action-plan.pdf?sfvrsn=5a4c2d94_2

Sign up for the Sunflower Society Arts and Crafts Classes!



Are you feeling artsy? Residents are invited to participate in the Sunflower Society Arts and Crafts Class, held every Monday starting at 10:45 am in the Community Center.

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

For registration information and for any questions, please contact art instructor Ms. Winsome Bolt at 305.305.9141.

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

Ready for the 2019 Winter Wonderland this Sunday, 12/15?



Regardless of the weather that is in store for South Florida this weekend, the Town of Surfside is forecasting SNOW at its annual Winter Wonderland. Presented by the Surfside Parks and Recreation Department, the popular holiday celebration will take place from

10:00 am to 1:00 pm on Sunday, December 15, 2019 at the 96th Street Park (9572 Bay Drive.) Bring the family by for exciting festivities including music, arts and crafts, face painting, holiday characters and snow.

Please note, the Winter Wonderland is open to residents only. Proof of residency will be required at the entrance.

To view the official event flyer, please refer to:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/winter-wonderland-2019.pdf?sfvrsn=7dde2e94_4

Canceled: Lane Closures at 8900 to 9000 Collins Avenue

Surfside residents, please be aware that previously scheduled overnight double lane closures from the 8900 to 9000 block of Collins Avenue for the evenings of Monday, December 16 and Tuesday, December 17, 2019, have been canceled.

The Town of Surfside Police Department asks residents to disregard the previous message which was issued via e-blast and posted on Nextdoor on the morning of Monday, December 16, 2019 regarding the closures. Traffic will operate as normal during the mentioned dates.

If you have any inquiries, please feel free to contact the Surfside Police Department at 305.861.4862.

Bike with the Chief, enjoy Coffee with the Cops and more this week!

There are no shortage of community events taking place this week with the Surfside Police Department. Come out and support your local heroes, plus help save a life and be a superhero, too.

***Wednesday, December 18, 2019:**

The Surfside Police Department and the One Blood organization will join forces to host another Blood Drive on Wednesday. Swing by and give the gift of life this holiday season.

The Blood Mobile will be stationed in the Town Hall parking lot from 11:00 am to 2:30 pm.

To view the original notice, please refer to: https://townofsurfsidefl.gov/docs/default-source/default-document-library/blood-drive-december-18-2019-pdf.pdf?sfvrsn=c192d94_4

***Wednesday, December 18, 2019:**

Surfside Police Chief Julio Yero and fellow officers will take residents on a leisurely spin around Town during this month's Bike with the Chief. Bicycle riders will depart from the Town Hall parking lot at 5 pm. View the original notice here:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019942749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=64c42b94_2

***Thursday, December 19, 2019:**

Meanwhile, a DMV License Services event will also take place at Town Hall from 10:00 am to 2:00 pm in the Town Hall Commission Chambers. Community Outreach Specialists from the Department of Highway Safety and Motor Vehicles will be present to provide residents with information on services, fees and documentation regarding licenses. View the event notice here: https://townofsurfsidefl.gov/docs/default-source/default-document-library/mobile-dmv---december-19-2019.pdf?sfvrsn=2b192d94_4

***Thursday, December 19, 2019:**

Start your morning with coffee and engaging conversation with Surfside police officers during Coffee with the Cops. The community gathering will take place at the local Starbucks, 9560 Harding Avenue, at 10:00 am. View the original notice here:

https://www.townofsurfsidefl.gov/docs/default-source/default-document-library/2019a32749bd11e362eeac30ff000090a7c7.pdf?sfvrsn=65c42b94_4

Residents are also reminded that the 11th Annual Surfside Police Department Holiday Toy Drive is currently underway. Consider donating new, unwrapped toys for children in need this holiday season. The deadline for donations is this Thursday, December 19, 2019. Donations can be dropped off at the Town Hall lobby. For questions or further information on any of these Surfside Police Department events, please contact Dina Goldstein at 305.861.4862 or via email at dgoldstein@townofsurfsidefl.gov.

Beach Renourishment Update: Construction Taking Place at 93rd Street Entrance



Crews are currently hard at work on the 93rd Street and Collins Avenue area of the public beach at Surfside, behind the Surfside Community Center and near the lifeguard tower. During this process, residents are reminded to please be aware of construction signs when visiting the beach. The entrance to the public beach from the Community Center is currently closed. For access, residents must utilize the entrance located north of the Community Center, between 93rd Street and 94th Street. It is expected that crews will be working at this location for approximately two weeks.

At this time, the lifeguard tower will continue to operate as normal and will be fully functional in the event of an emergency.

Please note that beach chairs will not be accessible in the mentioned area at this time.

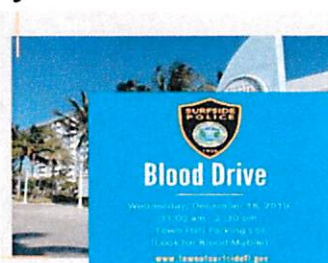
For further information on the project, visit the Town website's dedicated section at:

[https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-](https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Beach+Renourishment+Project+Update%3a+Construction+Taking+Place+at+93rd+Street+Entrance)

[florida?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Beach+Renourishment+Project+Update%3a+Construction+Taking+Place+at+93rd+Street+Entrance](https://www.townofsurfsidefl.gov/news-and-events/news-detail/2019/05/29/beach-renourishment---surfside-florida?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=Beach+Renourishment+Project+Update%3a+Construction+Taking+Place+at+93rd+Street+Entrance)

The Beach Renourishment Project addresses critical beach erosion in the Town of Surfside by placing approximately 330,000 cubic yards of beach quality sand, hauled by trucks from an upland mine, to renourish the public beach in Surfside. The project is being undertaken by the U.S. Army Corps of Engineers in coordination with Miami-Dade County, and the construction contract was awarded to Continental Heavy Civil Corp of Miami, Florida.

Give the Gift of Life this Holiday Season: Blood Drive Today from 11 am - 2:30 pm



In the spirit of the holiday season, the Surfside Police Department will host a Blood Drive in conjunction with the One Blood organization today, Wednesday, December 18, 2019. The Blood Mobile will be stationed in the Town Hall parking lot from 11:00 am to 2:30 pm. For more information, please contact Dina Goldstein at 305.861.4862 or via email at dgoldstein@townofsurfsidefl.gov.

To view the official event notice, please refer to: <https://townofsurfsidefl.gov/news-and-events/events-detail/2019/12/18/events/blood-drive>

Donations for Surfside Toy Drive will be Accepted Until Thursday, 12/19



As a reminder, the Surfside Police Department is accepting new, unwrapped toy donations for children ages 3 to 13 years old until this Thursday, December 19, 2019, as part of its 11th annual Surfside Toy Drive. Donations can be dropped off at the Surfside Police station, located at Town Hall, on 9293 Harding Avenue.

Remember, these donations can make a world of difference for children in need during this holiday season. Thank you!

No Swim Advisory for Oleta River State Park and Intracoastal Area

Surfside residents, please be aware that on Tuesday, December 17, 2019, the Miami-Dade Water and Sewer Department issued a press release informing about a No Swim Advisory declared for Oleta River State Park and the Intracoastal area. The advisory was due to a wastewater discharge at 2601 NE 163rd Street. No Swim Advisories caution residents to avoid recreational water activities including swimming, fishing and boating in the affected areas. (View the press release here:

[https://www.miamidade.gov/releases/2019-12-17-sewer-spill-](https://www.miamidade.gov/releases/2019-12-17-sewer-spill-oleta.asp?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=No+Swim+Advisory+for+Oleta+River+State+Park+and+Intracoastal+Area)

[oleta.asp?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=No+Swim+Advisory+for+Oleta+River+State+Park+and+Intracoastal+Area\)](https://www.miamidade.gov/releases/2019-12-17-sewer-spill-oleta.asp?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=No+Swim+Advisory+for+Oleta+River+State+Park+and+Intracoastal+Area)

Though there is no current direct effect for the public beach at Surfside, residents are being informed due to the Town's proximity with the Oleta River area.

The Florida Department of Health in Miami-Dade County and the Department of Regulatory and Economic Resources are testing the posted waters and the advisory remains in effect until two consecutive days of clear testing occur.

The Town of Surfside will monitor the matter and will inform residents accordingly, if necessary. For further information, residents can visit the Miami-Dade County Water and Sewer Department website at:

https://www.miamidade.gov/global/water/home.page?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=No+Swim+Advisory+for+Oleta+River+State+Park+and+Intracoastal+Area

Residents can also visit the Florida Department of Health in Miami-Dade County website at:

https://www.miamidade.gov/global/water/home.page?utm_source=Single+Town+News+Article&utm_medium=newsletter&utm_campaign=N

Traffic Alert: 8900 to 9000 Collins Ave Double Lane Closure (12/19/2019)



The Town of Surfside wants you to be aware that the Florida Department of Transportation has authorized an overnight double lane closure from 8900 to the 9000 block of Collins Avenue (SR A1A North) on the following date and time:

-Thursday, December 19, 2019 from 7:00 pm to 4:00 am

The lane closure will be in the two eastern most lanes of Collins Avenue. The closure is to repair the roadway.

Surfside Police Officers will be on site to assist with traffic control. Please plan your commute routes accordingly and drive safely.

For more information please call the Surfside Police Department at 305.861.4862.

To view the official notice about the closures, please refer to:

[https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert_-8900-to-9000-collins-double-lane-closure-\(12_19_2019\).pdf?sfvrsn=b0dd3294_4](https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-traffic-alert_-8900-to-9000-collins-double-lane-closure-(12_19_2019).pdf?sfvrsn=b0dd3294_4)

You Can Still Register Your Children for the 2019 Winter Camp

Thinking of how to keep your children entertained during the upcoming holiday break? The Surfside Parks and Recreation Department will be hosting the Surfside Winter Camp from Monday, December 23, 2019 to Friday, January 3, 2020. The camp, designed for ages 6 to 12, offers recreational activities such as swimming, sports, field trips, cooking projects and arts and crafts projects. Residents can sign up their children for the full two week session, for one week or for individual sessions.

-Session I - Monday, December 23, 2019 - Friday, December 27, 2019*

*No camp on Christmas Day, Wednesday, December 25, 2019

-Session II - Monday, December 30, 2019 - Friday, January 3, 2020*

*No camp on New Year's Day, Wednesday, January 1, 2020

For a complete list of dates and times of the camp and pricing information, please refer to the official flyer at: https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-winter-camp-flyer---2019.pdf?sfvrsn=c9dc3294_2

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

Postponed: Surfside Farmers Market this Sunday, 12/22

Surfside residents, please be advised that the Surfside Farmers Market will not be taking place this Sunday, December 22, 2019, due to projected weather conditions that include possible thunderstorms and high winds.

The Surfside Farmers Market takes place on Sundays at the corner of 95th Street and Collins Avenue and features a diverse lineup of local vendors. It is expected to resume on future Sundays, weather permitting.

The Town of Surfside encourages residents to check the Town website periodically for updates on the Farmers Market and other events, including notices of cancelations or postponements.

Stay safe and enjoy your weekend!

Pool Heater at the Community Center is Currently Down (UPDATED)

Surfside residents, please be advised that the pool heater at the Community Center is currently down today, Monday, December 23, 2019. Staff is working on repairing the matter.

Residents are asked to contact the Community Center directly at 305.866.3635 for updates, pool temperature and heater status.

We apologize for any inconvenience.

****UPDATE, 12/23/2019:** The pool heater will be down for the remainder of Monday, December 23, 2019. The Town of Surfside will follow-up with an update tomorrow, Tuesday, December 24, 2019. We apologize for the inconvenience.

****UPDATED 12/24/2019:** As of Tuesday, December 24, 2019, the pool heater at the Community Center is back in service. Thank you for your patience.

Community Center Phone Lines Temporarily Out of Service (UPDATED)

Surfside residents, please be advised that the Community Center phone lines are temporarily out of service as of today, Monday, December 23, 2019. For the time being, we ask that you please instead contact Town Hall at 305.861.4863 for any inquiries pertaining to the Community Center.

The Town of Surfside will provide an update once the phone lines at the Community Center are fully functional.

We apologize for any inconvenience.

****UPDATED 12/24/2019:** As of Tuesday, December 24, 2019, the phone lines at the Community Center are back in service. Thank you for your patience. You can contact the Community Center at 305.866.3635.

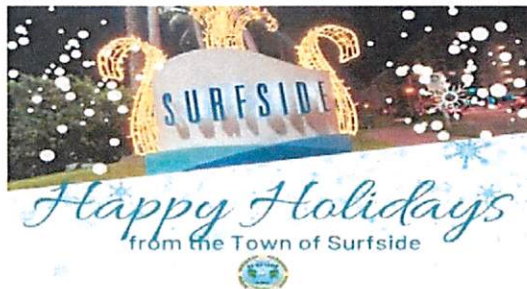
Phone Lines and Pool Heater Back in Service at the Community Center

The phone lines and the pool heater at the Community Center are back in service this morning, Tuesday, December 24, 2019. Though unrelated, the phone lines and the pool heater were both temporarily out of service yesterday, Monday, December 23, 2019.

The pool heater is operating as normal and the pool is currently at a temperature of 86 degrees.

To contact the Community Center, please call 305.866.3635.

Thank you for your patience, and happy holidays.

Happy Holidays - Special Holiday Hours for Town Hall Tomorrow, 12/25

As a reminder, Town Hall will be closed tomorrow, Christmas Day, Wednesday, December 25, 2019. Normal business hours will resume on Thursday, December 26, 2019.

There will also be adjusted hours for the Tennis Center, the Community Center, 96th Street Park and for Public Works waste collection. For a flyer with the hour changes,

please visit: https://townofsurfsidefl.gov/docs/default-source/default-document-library/surfside-holiday-hours-2019---december.pdf?sfvrsn=da9d3294_2

The Town of Surfside wishes all residents a joyous holiday. Best wishes to all!

Enjoy Live Music to Start 2020 During the Winter Chamber Music Rehearsal and Concert

Surfside residents are in for a treat to start 2020! Join performer Shana Douglas and her international group of renowned classical musicians from the English Chamber Orchestra, New Zealand Symphony Orchestra, and the Royal Philharmonic Orchestra for a series of stunning concerts.

On New Years' Day, Wednesday, January 1, 2020, there will be a free open rehearsal performance by Shana Douglas and her group of musicians taking place from 11:30 am to 1:30 pm at the Surfside Community Center's Fishbowl room. Please note that this rehearsal is open only to Surfside residents.

The official performance, titled "Folklore", will be held on Thursday, January 2, 2020, at 2:30 pm in the Surf Club Art Gallery of the Four Seasons Hotel and Residences, Surfside (9011 Collins Avenue.) The concert will feature works by Bartok, Dvorak, Haydn and Prokofiev. Tickets are \$35 and include a cup of tea or coffee. To purchase tickets, please visit: <https://winterchambermusic.ticketleap.com/teatime-matinee/>

This event is sponsored by the Surfside Tourist Board. For inquiries, please contact 305.864.0722.

Traffic Alert: Expect Possible Delays Due to Holiday Traffic



Due to holiday traffic around the Bal Harbour Shops and Surfside's Downtown District, drivers may experience heavier than normal traffic over the next few days while traveling eastbound on 96th Street, as well as north and southbound on Collins and Harding Avenues. Please plan your commutes accordingly. Thank you.

Street Sweeping Taking Place Today, 12/30

Surfside residents, please be advised that the Public Works Department will conduct its street sweeping procedure today, Monday, December 30, 2019 during business hours. The original date scheduled for the sweeping was Monday, December 23 but it was postponed due to severe weather, which included heavy rains.

Residents are reminded to not block their curb during street sweeping and to remind their neighbors to do the same.

Street sweeping helps remove debris from gutters and roadsides that would otherwise go into storm drains, causing water pollution. It helps to keep catch basins and storm drains clean and functional. This can help in the event of a major storm, such as a hurricane. It also enhances the beautification of the Town. For information on how to further assist with street sweeping, please refer to the Town website at:

<https://www.townofsurfsidefl.gov/departments-services/public-works/how-to-help-with-street-sweeping>

To view the street sweeping calendar, please visit the Public Works Department section of the Town website at: <https://townofsurfsidefl.gov/departments-services/public-works/street-sweeping-calendar>

Happy New Year -- Special Holiday Hours for New Years Day



And just like that 2019 is almost over!

The Town of Surfside wishes all residents a Happy New Year. May 2020 be filled with health, happiness and prosperity.

Please be reminded of adjusted hours in observance of the holiday. Town Hall will be closed on New Year's Day, Wednesday, January 1, 2020. For a full list of special hours, please refer to: https://townofsurfsidefl.gov/docs/default-source/default-document-library/new-years-eve-and-new-years-day-holiday-hours.pdf?sfvrsn=6e2a3294_4

Regular business hours will resume on Thursday, January 2, 2020.

Last updated on 11/16/2019

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)												
Application Date	Location	Project Description	Zoning Process			Density/Intensity		Variances		Building Permit		
			DRG	P&Z	TC	Allowed	Approved	Requested	Received	Application No.	Issuance	Status
12/29/2009	9301 Collins Ave	Surfside Hotel - Proposed surfside hotel consisting of 181 hotel units, 4 stories and adjacent 3 stories garage	1/13/2010, 2/17/2010	2/7/2010	5/10/2011	242 units	175 units	None	None	13-177	1/13/2014	Issued
1/6/2010	9500 Abbott Ave	Young Israel - Construction of Jewish orthodox temple containing 371 seats and a museum building height of 40 feet	1/26/2010, 2/27/2012	3/7/2012	4/10/2012	Regulated settlement to determine buildable area and setbacks		Approved through Settlement agreement not variance. Settlement determined setbacks.		13-118	5/5/2014	Issued
5/4/2011	9448 & 9418 Collins Ave	Grand Beach 341 room hotel	5/18/2011, 6/15/2011	7/16/2011	9/13/2011	341 units	341 units	None	None	12-144	5/5/2012	Issued
7/17/2012	9179, 9365 & 9349 Collins Ave	Chesapeake Ocean Residences - Demolition of existing 92-room hotel; construction of 90-unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013	325 units	85 units (however approximately 58 were built)	None	None	14-132	9/24/2014	Issued
Original submittal: 7/13/2012 Site plan amendment: 4/16/16	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/11/2012, 8/23/2012, site plan amendment: 5/16/2016, 6/4/2016, 3/8/2017, 5/11/2017	Original site plan: 9/27/2012, site plan amendment: 8/31/2017	Original site plan: 10/15/2012, site plan amendment: 10/10/2017	762 units	257 units	None	None	13-777	6/27/2014	Issued
7/20/2012	9450 Collins Ave	The Shed - New multiuse glass atrium and joining Learning center (3 stories)	2/11/2013, 3/27/2013, 7/9/2013	2/7/2014	10/28/2014	3 story expansion of 8,558.9 square feet		None	None	14-509	11/12/2015	Issued
3/16/2015	201, 203, 205, 207 & 215 88th St 8809 Harding Ave	Surfside Condo's - redevelopment of (7) parcels into single unified condo development	4/22/2015, 6/3/2015	8/7/2015	12/8/2015	65 units	28 units	None	None	16-569		Plans approved, waiting on GC
8/12/2015	9111 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure	9/4/2015, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018	199 units	48 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet
Original submittal: 2/11/2016 Revised submittal: 5/11/16	9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - Demolition of all existing improvements; construction of 3-story building	Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2016, 8/16/2016, 12/1/16	Original approval: 11/10/2016, current site plan has not been approved yet. Scheduled for February 26, 2018		250 units	Request is for 205 units	None	None	16-610		Has not applied for permit yet
5/4/2016	8955 Collins Ave	Residential Condominiums	6/26/2016, 7/27/2016	10/27/2016	11/10/2016	110 units	16 units	None	None	16-602	12/26/2017	Issued
Oct 16	9116 Harding Ave	301 Surfside - 4 Townhouses	11/27/2016, 3/7/2017, 5/18/2017	6/7/2018	4/14/2018	8 units	4 units	None	None			Has not applied for permit yet
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi family building	6/19/2017, 6/24/2017, 9/18/2017	2/27/2018, 4/26/2018, 5/12/2018, approved on 7/27/18	Scheduled for 12/10/19	99 units	Current request has not been scheduled for commission yet. Request is for 34 units	Has not been scheduled for TC until recommendation from P2				Has not applied for permit yet
Original submittal 10/26/2017	Abbott Lot	Unsubstantiated Proposal (P3)						3 requested: 1. Section 90-82 - Off-street building 2. Section 90-83 - Off-street parking (loading requirements) 3. Section 90-91.2 - Required buffer Landscaping adjacent to streets and abutting properties (Landscaping Requirements) 4. Section 90-93(13) - Open Space (Open Space Trees).				Terminated
Original submittal: 3/06/2015 8/01/2016, 1/23/2016, 6/30/2016, 10/25/2018	8851 Harding Avenue	18 multi family units	01/12/2015, 08/18/2016, 03/23/2017, 04/23/2018, 11/29/2018	03/17/19 P2 recommended approval	Denied by the Commission	33 units	Request is for 18 units	1 requested - Section 90-82 - Off-street parking (loading requirements) (Loading Space Size).	Approved			Denied
7/12/2019	9500 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	N/A	8/25/2019	10/29/19			1 requested - eliminate landscaping along the north side of the	Approved			



US Army Corps
of Engineers
Jacksonville District

Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	21	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 12/04/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X		Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Greg Close / SSHO	CHC	Gclose@chcivil.com
X	X	Matt Gregory	CHC	gggregory@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X		Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X	X	Alexis Vieira / Proj. Eng.	USACE	Alexis.M.Vieira@usace.army.mil
X		Tony Jettinghoff/ACO	USACE	John.A.Jettinghoff@usace.army.mil
X		Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X	X	Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X		Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov



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X	X	Randy Stokes	Town of Surfside- PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Kate Stein	Town of Surfside	kstein@townofsurfsidefl.gov
X		Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Chief Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X	X	Capt. John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X	X	Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X		Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X		Alexandra Wagner	Florida DEP	Alexandra.Wagner@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X		Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X		Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X	X	Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com
X	X	JCP Compliance	DEP	JCPCompliance@dep.state.fl.us



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. 8th*
- *Segment-2: Completed Nov. 8th*
- *Segment-3: Completed Nov. 21st*
- *Segment-4: Completed Dec 2nd*

3.2 Segment-4: Station 35+200 to 34+600 (300 ft.)

- Truck Hauling:
 - 9,990.06 Tons received last week.
 - 444 Trucks loads received last week, average of 150/day.
 - 262,841.07 Tons of fill material placed up to date.
 - CHC record, hauled 298 trucks on Tuesday.



4.0 Review this week's definable feature of work:

4.1 Beach Fill (Truck Haul):

- *Segment-1-4:*
 - Final walkthrough to be held after completion of tilling; TBD.

4.2 Segment -5 Station 34+300 to 33+500 (800 ft.)

- Currently at station 34+100 heading north (northern end of the of the Four Seasons property line).
- Surveyed 100 ft. out of 800 ft for compensated quantity and slope acceptance.
- Anticipate 1000 truckloads (+/-25K Tons) for the week (250 trucks/day average).
- CHC has open areas for public access.
- Today CHC will complete 100 ft section from station 34+200 to 34+100.
- Chris R.-USACE asked what beach areas are open to the public? Francisco J.-CHC noted that 36+100 to 34+300 from Segment 2-4.
- **Tilling:**
 - Contactor haven issues reach specified depth. Deficiency has been issued. CHC has been able to reach the 36 inches depth requirement able to reach 28 inches. Chris R.-USACE asked what else has been done? Francisco J.-USACE noted that CHC has been working on the equipment and having an expert on site to make recommendations.
 - Erica Skolte-USACE mentioned that there's no "green" area highlighted on the progress map that shows acceptance from the contracting officer for public use and there's a lot of pending tilling, are there no areas accepted for public use? Chris R.-USACE responded that the progress map shows that the sand is placed but is not accepted until the tilling and prefinal is completed, although there is access areas for public use. Nestor R.-USACE stated that once the tilling is completed there will be a joint inspected with all parties involved and then the areas will be accepted. Francisco J.-CHC wanted to clarify that tilling will loose the sand for the turtles to lay eggs, tilling won't be critical until next turtle season March 1st, it's not a critical item, the beach is open and safe for public use, although its required by contract to loosen the sand and till the completed areas.

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

- No reported issues.
- SSI monitored equipment checks.

4.4 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.



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4.5 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.

4.6 Scheduled Preparatory Meeting:

- None.

4.7 3-Phase Inspection Schedule:

- Survey
- Tilling

5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

- Start work on segment-5 and continue to segment-6.

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 88th street to 92nd 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: "Working Around Heavy Equipment" making sure all personnel is aware of the equipment on site, truck hauling, stay focused on protecting the pedestrian while they access the beach making sure [personnel identify the work safe zone while working around equipment.
 - 43 days from last injury of Oct. 5th, 2019.
 - Schedule Monthly Supervisors Safety Meeting 1st week of December; tentative Dec. 4th at construction site.
- Chris R.-USACE asked how's the haul road working out with pedestrian access points? Matt G.-CHC stated that the haul road is working well no issues and public has been cooperative and working with us very well. There's a few people once in a while that decides to run through the area knowing is a construction zone., besides that all is working well.
- No complaints from the public from any agency.



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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 awaiting on documentation and backup from CHC. CHC will provide information after meeting.*

11.0 Other Business:

- Any upcoming events that needs to be coordinated with truck hauling?
 - None.
 - Guillermo O.-TOS will provide schedule for upcoming event(s).
 - CHC will provide updated progress map and aerial photo.
- Meetings & Coordination:
 - 96th street occupancy and Dunes Coordination Meeting to be held for Wednesday Dec 4th, 2019 @ 11:30 AM. Location: Town Hall.
 - 96th street occupancy and Dunes Coordination Meeting to be held for Wednesday Dec 5th, 2019 @ 2:00 PM with Haulover. Location: Town Hall
- Next Non-Workdays:
 - Christmas Dec. 25th, 2019
 - New Year's Jan 1st, 2019
- Open Items:
 - None noted.

End of Meeting

Next Meeting Date: Wednesday, 12/11/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

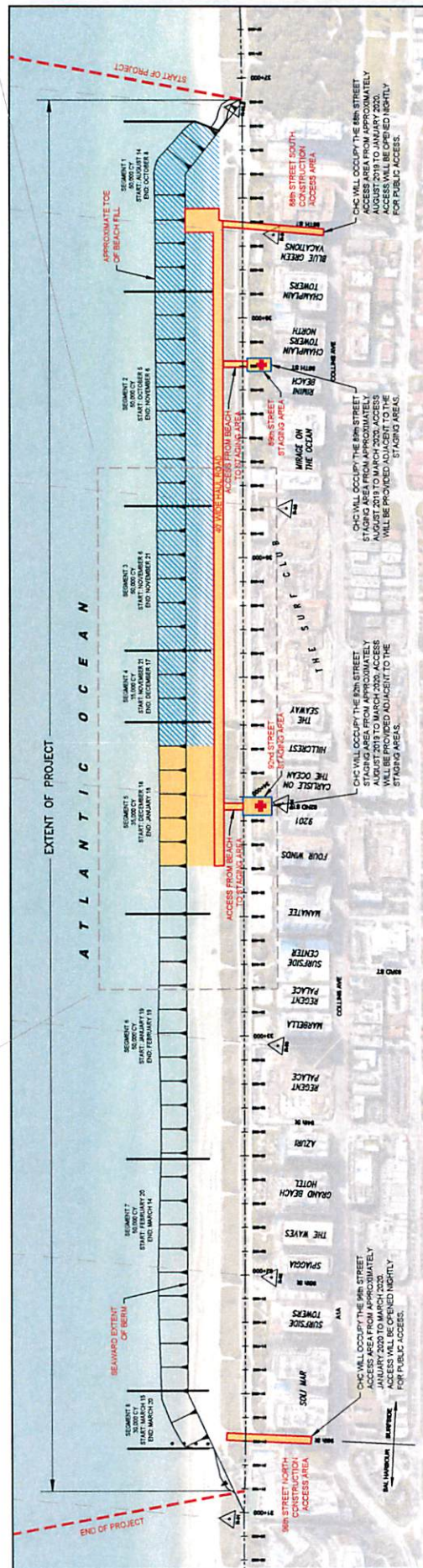
Access Code: 582-596-925









MEETING ADJOURNED – THANK YOU

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

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

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 CONSTRUCTING 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

04 Dec 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		12/01/2019, 12/08/2019	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
12/02/2019, 12/03/2019	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
QC-00003	12/02/2019	Tilling: Contractor has failed to till upon completion of each segment of beach construction according to specification section 35 30 00 paragraph 3.4.3 Tilling. "Tilling shall be completed by use of a suitable equipment by pulling a rake with tines modified to a length of 36 inches or more and spaced approximately 12 to 18 inches apart. Tilling shall be to a minimum depth of 36 inches through the newly placed beach seaward to the visible high water mark. Following tilling, the beach shall again be dressed by dragging a pipe lengthwise over the beach."	Segment 1-4	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	55 days	Not Started
A1405	Post Construction Survey Segme	CHC	10/10/2019	55 days	Not Started
A1406	Beach Tilling Segment One	CHC	10/11/2019	54 days	Not Started
A1412	Post Construction Survey Segme	CHC	10/29/2019	36 days	Not Started
A1417	Beach Tilling Segment Two	CHC	10/30/2019	35 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/19/2019	15 days	Not Started
A1427	Beach Tilling Segment Three	CHC	11/20/2019	14 days	Not Started
A1432	Post Construction Survey Segme	CHC	11/28/2019	6 days	Not Started
A1437	Beach Tilling Segment Four	CHC	11/29/2019	5 days	Not Started

Range:

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Sorted by:



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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

04 Dec 2019

Miami Resident Office

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1470	Mobilize - North Access	CHC	11/28/2019	6 days	Not Started

Activities Scheduled to be Finished in Next 7 Days

Enter date activity started in "Activities Started/Finished"

Activity No.	Activity Description	Contractor	Actual Start	Scheduled Finished	Status
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
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
A1470	Mobilize - North Access	CHC	11/28/2019	12/09/2019	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:

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Sorted by:

SUBMITTAL REGISTER (ER 415-1-10)										TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL		DATE: 12/4/2019			
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
Section 01 32 01 PROJECT SCHEDULE															
A1410	7	7	01 32 01	Periodic Schedule Update November 2019	PRECON SUBMITL	GA	RO	Rego, Christopher	05 Sep 19	05 Oct 19	05 Oct 19	A	18 Nov 19		
Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS															
	12.1	4	01 35 26 1.12.2	Accident Reports No.1 05-Oct 2019	TEST REPORTS	GA						A	05 Nov 19		
A1120	16	28	01 35 26	Addendum to APP SSHO Gregg Close	PRECON SUBMITL	GA	RO	Rego, Christopher	18 Apr 19	18 May 19	18 May 19	A	27 Nov 19		
Section 01 45 05 DREDGING/BEACH FILL PLACEMENT															
A1120	7	9	01 45 05	Addendum to QCP SSHO Gregg Close	PRECON SUBMITL	GA	RO	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	FIO	RO	Rego, Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	26 Nov 19		



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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	22	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 12/04/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X	X	Gregg Close / SSHO	CHC	Gclose@chcivil.com
X		Matt Gregory	CHC	gggregory@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X		Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X	X	Alexis Vieira / Proj. Eng.	USACE	Alexis.M.Vieira@usace.army.mil
X		Tony Jettinghoff/ACO	USACE	John.A.Jettinghoff@usace.army.mil
X		Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X	X	Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil
X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov



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X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov
X	X	Randy Stokes	Town of Surfside-PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X		Kate Stein	Town of Surfside	kstein@townofsurfsidefl.gov
X	X	Elizabeth Hopkins	Town of Surfside	EHopkins@townofsurfsidefl.gov
X	X	Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Chief Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X		Capt. John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
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X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X	X	Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X		Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X	X	Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com
X		JCP Compliance	DEP	JCPCompliance@dep.state.fl.us



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. 8th
- *Segment-2*: Completed Nov. 8th
- *Segment-3*: Completed Nov. 21st
- *Segment-4*: Completed Dec 2nd

3.2 Truck Hauling Worked on Segment-5:

- 26,820.95 Tons received last week.
- 1,192 Trucks loads received last week, average of 238/day.
- 295,727.35 Tons of fill material placed up to date.



4.0 Review this week's definable feature of work:

4.1 Continue to work on Segment -5 Station 34+300 to 33+500 (800 ft.)

- Currently at station 34+100 heading north (northern end of the of the Four Seasons property line).
- Surveyed 400 ft. out of 800 ft for compensated quantity and slope acceptance.
- Anticipate goal of +1000 truckloads (+/-25K Tons) for the week (250 trucks/day average goal).
- CHC most likely will not perform survey for the rest of the week due to extremely rough seas. CHC will continue to place beach fill on the landward side. Not safe for surveyors to go in the waters in rough seas, although hold up progress survey. Also need preconstruction survey for the next 700 ft. CHC and USACE will regroup after the meeting to talk about more in depth plan for the week.
- Hector S.-CHC mentioned will not work Saturday will perform maintenance. Francisco J.-CHC also mentioned that we will not work this Saturday coordinated with Four Season due to that they are having a weeding this weekend, although CHC will come in and do maintenance.
- CHC has open areas for public access from station 36+100 to 34+300 that's between Segment 2-4. We have 5 access control for the public.
- Francisco J.-CHC mentioned that last week Tuesday CHC had 298 trucks which is increase from the average; Paul Voight-Miami-Dade, asked that in the previous statement indicates that we are working 4 days this week due to the amount of truck? Francisco J.-CHC noted that CHC is working 5-days 250 trucks is the average we receive, although this week the number is less due to that a off-road truck is down and we had to decrease the amount of trucks hauling.

4.2 Pending Items:

- *Segment-1-4:*
 - Final walkthrough to be held after completion of tilling; TBD.
- *Tilling:*
 - Contactor haven issues reach specified depth. Deficiency has been issued. CHC has been able to reach the 36 inches depth requirement able to reach 28 inches.
 - Chris R.-USACE asked how CHC is working on that? Francisco j.-CHC stated that CHC had a representative performing some tests on the equipment which he is referring the information back to engineering to advise. CHC is trying to find a track dozer with a ripper as another option.



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

- No reported issues.
- Vibration Report #8 submitted for review.

4.4 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. Conducting visual monitoring, nothing out of the ordinary.
- Spotted (4) sharks near project.

4.5 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.

4.6 Scheduled Preparatory Meeting:

- Mobilization to 96th st: Chris R.-USACE suggested a refresher review of scope of work prior mob to 96th St. making sure everyone is in the same page work and safety wise. CHC agrees.

4.7 3-Phase Inspection Schedule:

- Survey-TBD
- Tilling-TBD

5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

- Start work on segment-5 and continue to segment-6. CHC will make adjustment to the 3-week look ahead will only work on the landward side of the beach this week.
- Chris R.-USACE asked when we will be close to segment-6 for preconstruction survey. Francisco J.-CHC that we will have an open window for survey on Monday for preconstruction survey for the next segment.
- CHC next off day of December 25th although CHC is considering taking off 23rd, 24th and 25th as well as Dec 30th, 31st and Jan 1st. CHC will notify a week in advance. Add the day off notes on the Progress Map.

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:



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- 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 88th street to 92nd street Collins Ave. as well as Haulover park.
- Francisco J.-CHC requested assistance from any agency that can assist in regard to the Haulover Park; CHC has been receiving parking citations twice at the rented staging site at Haulover Parking Lot, Francisco J.-CHC reached out and talked to the security lady who is the writing up the citations and claiming that the park is closed at sunset and cars cannot stay overnight. CHC tried to explain that we are not able to reach at the lot before sunset due to that CHC clears out the beach and prep it for the public which it is getting dark early and we cannot make it to the parking lot before sunset. CHC would like assistance to explain and make the parking authority understand that we need to stay a little bit later and that our employees park specifically at our designated rented area and nowhere else. Guillermo O.-TOS Asked to please send the information of the parking authority and copies of the tickets. Francisco J.-CHC noted that he has met with LaRon Woodson and Ms. Tabatha (Parking Authority) referred by Christopher Hernandez the park manager. Chris R.-USACE will follow up with Paul Voight.

8.0 Review Site Safety & Deficiencies:

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

- Gregg Close: -CHC Provide Update:
 - Toolbox Talk: "Holiday Safety"
 - 55 days from last injury of Oct. 5th, 2019.
 - Held Monthly Supervisors Safety Meeting Dec. 4th, next Scheduled meeting on Dec. 30th, 2019. Nestor R.-USACE noted to make sure we have the meeting, so we won't loose the December date. Might have it earlier, TBD.
 - Escorting public heading towards the beach, positive feedback from the public.
 - Working on truck drivers making sure they obey traffic laws when entering 88th street.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

- Joint Register submitted for review.

10.0 Modifications, Changes, Substitutions to the Contract:

- Serial Letter H-006 Surfside - Hurricane Dorian Damages.
 - Under government review.

11.0 Other Business:

- Any upcoming events that needs to be coordinated with truck hauling?
 - None at this time.
 - TOS Might have something in April, TOS will follow up with date and time.



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- **Meetings & Coordination:**
 - 96th street occupancy and Dunes Coordination Meeting to be held for Wednesday Dec 4th, 2019 @ 11:30 AM. *Meeting was held as scheduled.*
 - 96th street occupancy and Dunes Coordination Meeting to be held for Thursday Dec 5th, 2019 @ 2:00 PM with Bal Harbor/Surfside/USACE/CHC. Location: Town Hall. *Meeting was cancelled by Bal Harbor on Dec. 4th, 2019, no further meeting was scheduled.*
- **Next Non-Workdays:**
 - *Christmas Eve & Christmas; Dec. 24th & 25th, 2019*
 - *New Year's Eve & New Year's December 31st & Jan 1st, 2019*
- **New Businesses:**
 - *None noted.*

Next Meeting Date: Wednesday, 12/18/19 @ 10:30 A.M.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

End of Meeting.

MEETING ADJOURNED – THANK YOU

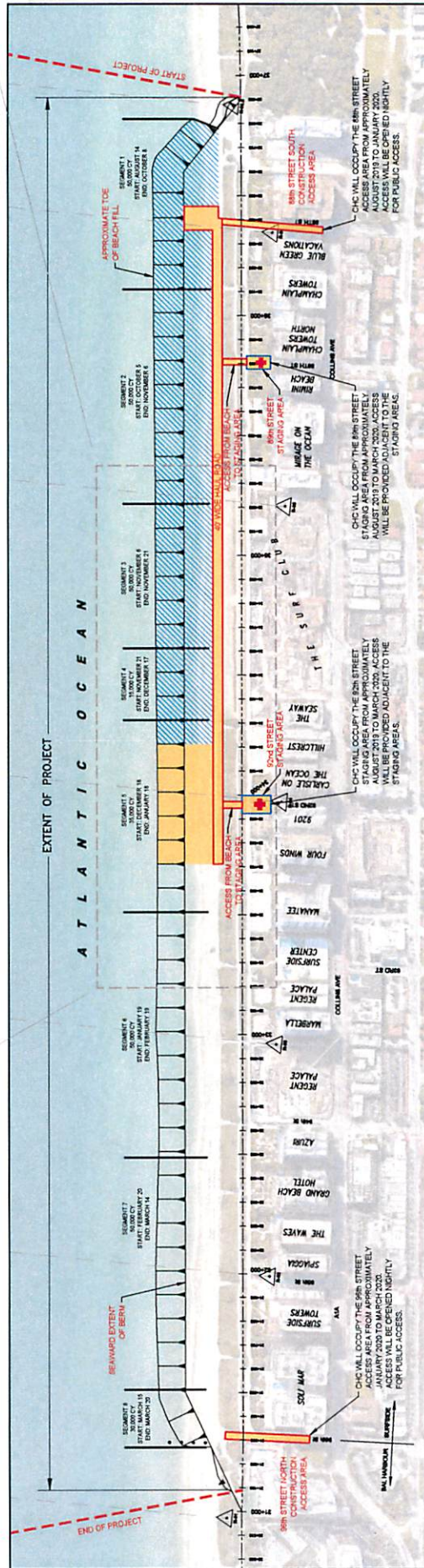
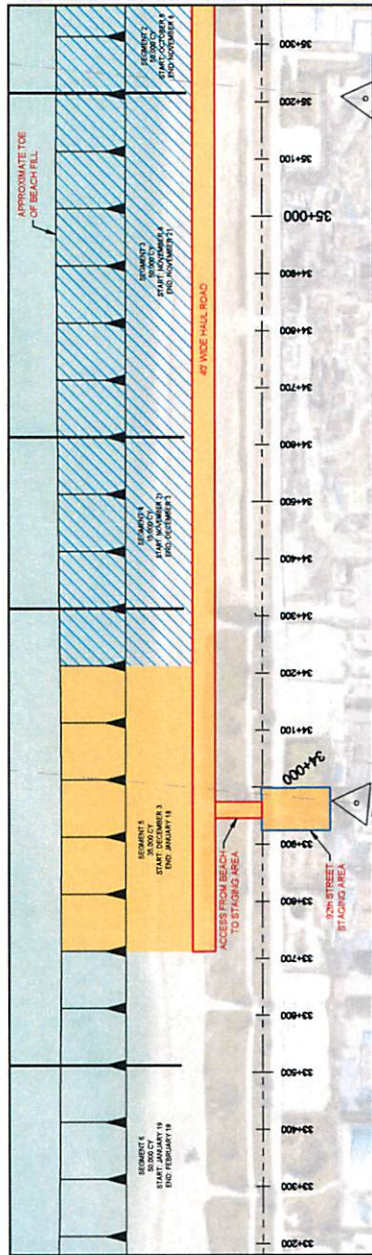
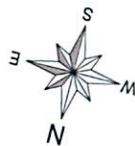
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

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

PROGRESS MAP OVERVIEW

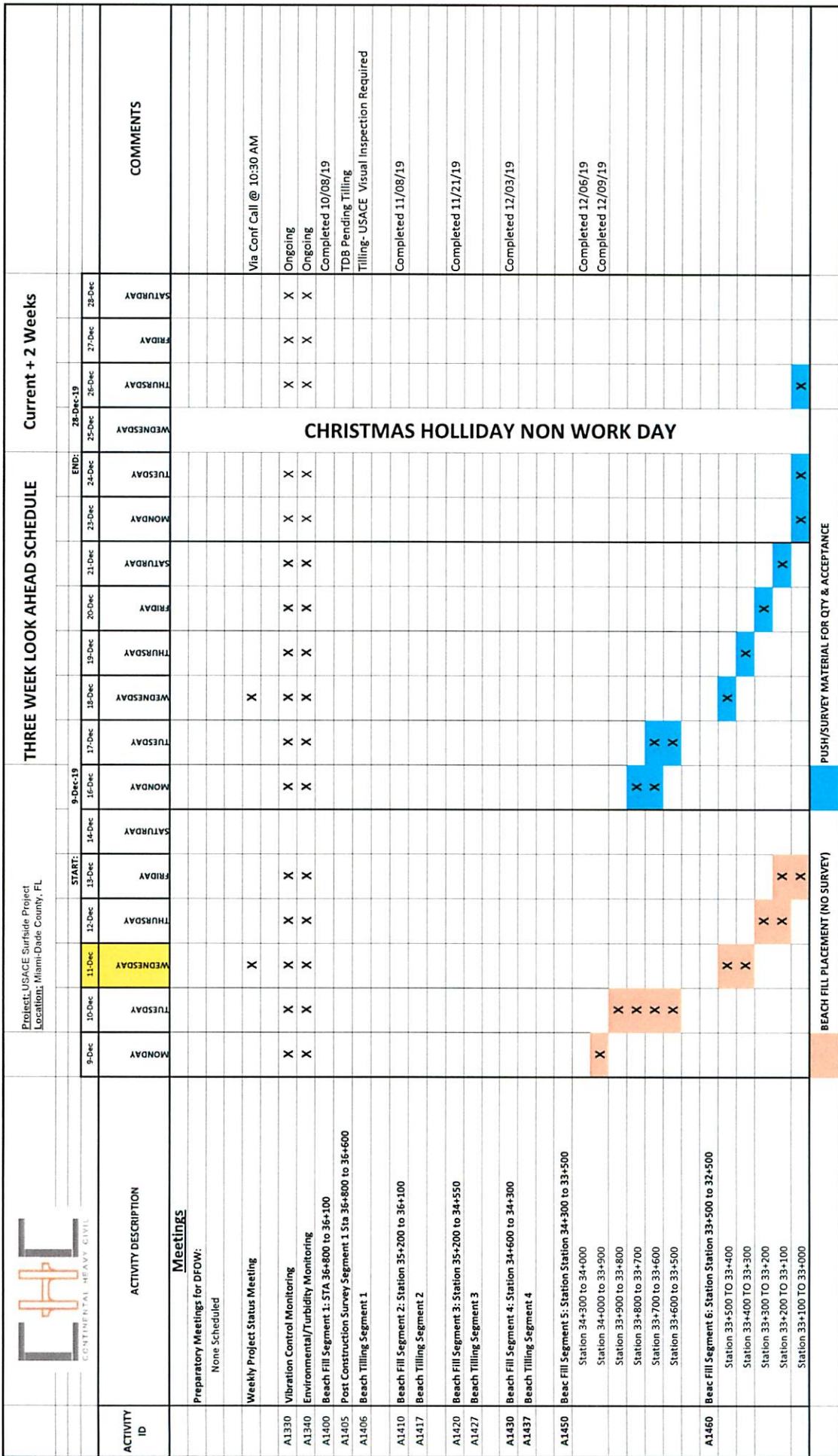
Beach Erosion Control and Hurricane Protection Project,
Miami-Dade County, Florida, Beach Renourishment 2019,
Surfside Beach

Last Updated: December 4, 2019



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







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Contractor Action Items

11 Dec 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 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
NDN	08/19/2019						Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
CHC	08/19/2019		12/08/2019, 12/15/2019	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
12/09/2019, 12/10/2019	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
QC-00003	12/02/2019	Tilling: Contractor has failed to till upon completion of each segment of beach construction according to specification section 35 30 00 paragraph 3.4.3 Tilling. "Tilling shall be completed by use of a suitable equipment by pulling a rake with tines modified to a length of 36 inches or more and spaced approximately 12 to 18 inches apart. Tilling shall be to a minimum depth of 36 inches through the newly placed beach seaward to the visible high water mark. Following tilling, the beach shall again be dressed by dragging a pipe lengthwise over the beach."	Segment 1-4	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	11/11/2019	30 days	Not Started
A1405	Post Construction Survey Segme	CHC	11/11/2019	30 days	Not Started
A1406	Beach Tilling Segment One	CHC	11/12/2019	29 days	Not Started

Range:

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Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

11 Dec 2019

Miami Resident Office

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1412	Post Construction Survey Segme	CHC	11/12/2019	29 days	Not Started
A1417	Beach Tilling Segment Two	CHC	11/13/2019	28 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/29/2019	12 days	Not Started
A1427	Beach Tilling Segment Three	CHC	12/02/2019	9 days	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/29/2019	12 days	Not Started
A1432	Post Construction Survey Segme	CHC	12/06/2019	5 days	Not Started
A1437	Beach Tilling Segment Four	CHC	12/09/2019	2 days	Not Started
A1470	Mobilize - North Access	CHC	12/06/2019	5 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	11/11/2019	11/11/2019	Not Started
A1405	Post Construction Survey Segme	CHC	11/11/2019	11/11/2019	Not Started
A1406	Beach Tilling Segment One	CHC	11/12/2019	11/12/2019	Not Started
A1412	Post Construction Survey Segme	CHC	11/12/2019	11/12/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	11/13/2019	11/13/2019	Not Started
A1420	Beach Fill Third Segment - 10	CHC	11/06/2019	11/28/2019	Not Started
A1422	Post Construction Survey Segme	CHC	11/29/2019	11/29/2019	Not Started
A1427	Beach Tilling Segment Three	CHC	12/02/2019	12/02/2019	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/29/2019	12/05/2019	Not Started
A1432	Post Construction Survey Segme	CHC	12/06/2019	12/06/2019	Not Started
A1437	Beach Tilling Segment Four	CHC	12/09/2019	12/09/2019	Not Started
A1470	Mobilize - North Access	CHC	12/06/2019	12/17/2019	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

Range:

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Contractor Action Items

11 Dec 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

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:

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SUBMITTAL REGISTER (ER 415-1-10)										TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL		DATE: 12/11/2019		
CONTRACTOR: Continental Heavy Civil Corp										CONTRACT NUMBER: W912EP19C0017 NA				
Activity No.	TRANS MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES		CONTRACTOR ACTION		GOVERNMENT ACTION		
						FIO, GA, DA, CR, OR S	OFFICE / NAME	SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	CORPS RECEIVED DATE	CODE	CORPS RETURNED DATE
Section 01 35 26 GOVERNMENTAL SAFETY REQUIREMENTS														
A1420	17	29	01 35 26	Monthly Exposure Report November 2019	TEST REPORTS	FIO	Rego. Christopher	27 Oct 19	06 Nov 19	06 Nov 19	A	03 Dec 19		
Section 01 57 25 TURBIDITY AND DISPOSAL MONITORING														
A1350	15	15	01 57 25	Turbidity Monitoring Nov 25-Nov 30 2019	TEST REPORTS	FIO	Rego. Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	03 Dec 19		
A1350	16	16	01 57 25	Turbidity Monitoring Nov 18-Nov 22 2019	TEST REPORTS	FIO	Rego. Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	03 Dec 19		
Section 35 30 00 COASTAL CONSTRUCTION														
A1420	11	18	35 30 00	Monthly Report of Op. November 2019	CERTIFICATES	FIO	Rego. Christopher	27 Oct 19	06 Nov 19	06 Nov 19	A	03 Dec 19		



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Weekly Project Coordination Meeting Minutes				
Day: Wednesday's			Time: 10:30 AM	
Meeting #:	23	Call -In#	(224) 501-3412	
Meeting Held:	Wednesday, 12/18/2019	Access Code:	582-596-925	
Project:	Beach Erosion Control and Hurricane Protection Project, Surfside Segment, Miami-Dade County, FL	Contract #: FDEP Permit #	W912EP-19-C-0017 0233882-010-JM	
TEAM MEMBERS: Distribution (D) and Attendance (A) List indicated by "X"				
D	A	Name / Title	Company/ Organization	Email Address
X		Ricardo Villet / COO	CHC	rvillet@chcivil.com
X	X	Francisco Juelle/PM	CHC	fjuelle@chccaribbean.com
X		Yunesky Hernandez / Super	CHC	yhernandez@chcivil.com
X	X	Hector Sevilla / QCM	CHC	hsevilla@chcivil.com
X		Gregg Close / SSHO	CHC	Gclose@chcivil.com
X	X	Matt Gregory	CHC	ggregory@chcivil.com
X		Geoff Reichold	The NDN Companies	Greichold@thendncompanies.com
X		Meghan Harrison	The NDN Companies	mharrison@thendncompanies.com
X		William Gerrard	The NDN Companies	wgerrard@thendncompanies.com
X	X	Kevin Kerkhof	The NDN Companies	kkerkhof@thendncompanies.com
X	X	Nestor Rivera / ACO	USACE	Nestor.A.Rivera@usace.army.mil
X	X	Christopher Rego / COR	USACE	Christopher.M.Rego@usace.army.mil
X	X	Leo Bastante / COR	USACE	Leopoldo.A.Bastante@usace.army.mil
X	X	Alexis Vieira / Proj. Eng.	USACE	Alexis.M.Vieira@usace.army.mil
	X	Jessica Bromfield	USACE	
X		Tony Jettinghoff/ACO	USACE	John.A.Jettinghoff@usace.army.mil
X		Brian Choate	USACE	Brian.C.Choate@usace.army.mil
X		Michael Neves	USACE	Michael.P.Neves@usace.army.mil
X		Erica Skolte	USACE	Erica.A.Skolte@usace.army.mil
X		Timothy Humphrey	USACE	Timothy.G.Humphrey@usace.army.mil
X		Piper Austin	USACE	Piper.E.Austin@usace.army.mil
X		Andrew Dutil	USACE	Andrew.S.Dutil@usace.army.mil
X		Troy Mayhew	USACE /CESAJ-EN-GG	Troy.a.mayhew@usace.army.mil



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X	X	Guillermo Olmedillo	Town of Surfside	golmedillo@townofsurfsidefl.gov
X	X	Duncan Tavares	Town of Surfside	dtavares@townofsurfsidefl.gov
X		Randy Stokes	Town of Surfside-PWD	rstokes@townofsurfsidefl.gov
X		Irina Mocanu	Town of Surfside	imocanu@townofsurfsidefl.gov
X	X	Kate Stein	Town of Surfside	kstein@townofsurfsidefl.gov
X	X	Elizabeth Hopkins	Town of Surfside	EHopkins@townofsurfsidefl.gov
X	X	Lt. John Healy	TOS Police Dept.	JHealy@townofsurfsidefl.gov
X		Chief Julio Yero	TOS Police Dept.	jyero@townofsurfsidefl.gov
X		Capt. John Bambis	TOS Police Dept.	jbambis@townofsurfsidefl.gov
X	X	Julio Nores	DERM-RER	Julio.Nores@miamidade.gov
X		Libbie McDearmid	Florida DEP	Libbie.McDearmid@FloridaDEP.gov
X		Alexandra Wagner	Florida DEP	Alexandra.Wagner@FloridaDEP.gov
X		Teal Kawana	MDPR	teal.kawana@miamidade.gov
X		Colette Biondi	MDPR	Colette.Biondi@miamidade.gov
X		Carlos Fernandez-Quevedo	MDPR	Carlos.Fernandez-Quevedo@miamidade.gov
X		Paul Voight	MDCP-RER	Paul.Voight@miamidade.gov
X	X	Sarah Thanner	MDCP-RER	Sara.Thanner@miamidade.gov
X		Marina Blanco-Pape	MDCP-RER	Marina.Blanco-Pape@miamidade.gov
X		Alberto Pisani	MDCP-RER	Alberto.Pisani@miamidade.gov
X		Kelli Stamm	Precision Measurements	kstamm@precisionmeasurements.com
X		JCP Compliance	DEP	JCPCompliance@dep.state.fl.us



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. 8th
- *Segment-2*: Completed Nov. 8th
- *Segment-3*: Completed Nov. 21st
- *Segment-4*: Completed Dec 2nd

3.2 Beach Fill on Segment-5:

- 23,898.06Tons received last week.
- 1,063 Trucks loads received last week, average of 238/day for the week.
- 308,313.74 Tons of fill material placed up to date.
- *Performed Preconstruction survey for Segment-6 with USACE and CHC contracted surveyors on Saturday Dec. 14, 2019 up to station 32+700.*



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4.0 Review this week's definable feature of work:

4.1 Continue to work on Segment-5 Station 34+300 to 33+500 (800 ft.)

- Currently at station 33+700 heading north.
- Surveyed 500 ft. out of 800 ft for compensated quantity and slope acceptance. 300 ft remains to complete Segment-5.
- CHC will try and survey 200 ft today depending on the sea conditions.
- Anticipate goal of +1000 truckloads (+/-25K Tons) for the week (250 trucks/day average goal).
- CHC continues the effort to perform survey for the rest of the week depending on sea conditions due to extremely rough seas. CHC will continue to place beach fill on the landward side.
- Guillermo O.-TOS asked when is the operations going to move to 96th street? Francisco J.-CHC stated that the original plan is to move to 96th street by the beginning of next year, maybe the 2nd week but cannot confirm at the moment, CHC will see where we are at the beginning of the year; although we will not move to 96th street until we complete everything from 88th street. Chris R.-USACE noted that since everything is working logistically at 88th St. CHC will push as much as they can and make the change when it doesn't work out anymore. Francisco J.-CHC concurred.

4.2 Pending Items:

- *Segment-1-4:*
 - Final walkthrough to be held after completion of tilling; TBD.
- *Tilling:*
 - Contactor haven issues reach specified depth. Deficiency has been issued. CHC has been able to reach the 36 inches depth requirement able to reach 28 inches.
 - No tilling will be performed until the end of the holidays.
 - Chris R.-USACE asked what is the plan for tilling? Francisco J.-CHC responded that we had the tractor specialist performing some testing this week, performed some adjustment, we changed the tines, we won't have it ready for the end of the year although we will start early next year.

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

- No reported issues.
- SSI is checking equipment making routine checkup.

4.4 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. Slow week last



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week due to weather conditions. Environmental visual monitoring has been consistence, nothing to report. A lot of marine life such as sharks and Jelly fish.

4.5 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: Noted that he received an email from the Haulover Park in regard to the Parking Tickets, can CHC confirm that there is coordination on going? Francisco J.-CHC confirmed and stated that he had a meeting with the park manager Chris Hernandez and coordinating with him, CHC will submit the package and Mr. Hernandez will go ahead and start working on solving the tickets issue as well as notify the parking authority about the issue and relay the information. Guillermo O-TOS noted that the commissioner's office will deal with the tickets and void them. If they don't resolve the issue, please forward the information and we'll move forward to resolve the issue. Chris R.-USACE also noted that he forwarded the information to the county and looking at the issue form their side as well.

4.6 Scheduled Preparatory Meeting:

- Mobilization to 96th st: Chris R.-USACE suggested a refresher review of scope of work prior mob to 96th St. making sure everyone is in the same page work and safety wise. CHC agrees.

4.7 3-Phase Inspection Schedule:

- Survey-TBD
- Tilling-TBD

5.0 Review construction project schedule:

5.1 See attached 3-week look ahead.

- Start work on segment-5 and continue to segment-6. CHC will make adjustment to the 3-weel look ahead will only work on the landward side of the beach this week.
- CHC next off day of December 25th although CHC is considering taking off, 24th and 25th as well as Dec 31st and Jan 1st. CHC will notify a week in advance. Add the day off notes on the Progress Map.

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:

- CHC continues the effort to sweep the road daily and has a contractor to sweep/vac the street from 88th street to 92nd street Collins Ave. as well as Haulover park.
- Haulover Staging Area: Francisco J.-CHC held a meeting with Haulover Park Manager Chris Hernandez on Tues Dec. 17th, 2019. Went over to request an extension to stage the trucks until completion of the project around mid-February and citation issues. Under permit review. Once the project is completed CHC will proceed with all final repairs to the parking lot. Guillermo O.-TOS Noted that Tom Morgan is the area manager and Park Managers-Chris Hernandez supervisor and can provide his contact information if needed. CHC noted that Francisco J. is coordinating with Chris H. and if required CHC will follow up.
- On Tuesday Dec. 17th CHC had to cancel half the truck loads due to that an underground power line/transformer of some sort blew out and caused the street traffic light not to work, from 7:00Am -12:00PM FPL repair crew were on the manhole off 88th and Collins Ave on a tripod working underground blocking half the street, which CHC decided to cancel the 2nd run of truck haul for safety reasons and in order to minimize traffic congestion. Chris R.-USACE noted that CHC should add this incident to the daily report. Lt. Healy-TOS PD noted that the CHC supervisor Yunesky called him at 6:30 AM to notify of the incident and the issue was traffic signal related, and that the issue came from the other project that's on Collins and 88th st.; uniform officers were called in to help out the traffic situation.

8.0 Review Site Safety & Deficiencies:

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

- Matt Gregory-SSHO Provide Update:
 - Toolbox Talk: "Fueling"
 - 59 days from last injury of Oct. 5th, 2019.
 - CHC Continue the effort on truck drivers making sure they obey traffic laws when entering 88th street.
 - Observation of non-proper fueling operation and it was corrected immediately, it wasn't high risk just non common way of proper fueling.
 - Site Safety Supervisors Meeting will be held Dec. 30th, 2019 via conference call.
 - Lt. Healy noted that this morning did not get the truck number, but the truck was going past 30 mph and please advise to stay within the speed limit. Matt G.-CHC has made if several occasions notify the truckers to slow down and stay with the speed limit once they exit the site as well. Nestor R.-USACE noted that the only way is to get a name, number or some information from the truck because it's the only way the contractor can remove them from the site; we don't need unsafe truckers on the site. Consider start giving citations and remove from site.
 - Guillermo O.-TOS has been aware of a residence that flies their drone around the project site, does flying the drone interferes with contractors' operations? CHC stated no they don't interfere with project site, as long as



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Jacksonville District

they don't fly low or get too close to the equipment. Kevin K.-NDN noted that technically you should have a certificate to fly a drone, there's a specific distance from the building and public as well as weight of the drone in case the drone causes crashes/damages/injury they can track the owner.

9.0 Review / Update Joint Risk Management Register:

9.1 Ongoing JRMR USACE and Contractor.

10.0 Modifications, Changes, Substitutions to the Contract:

- Serial Letter H-006 Surfside - Hurricane Dorian Damages.
 - Under government review.

11.0 Other Business:

- Any upcoming events that need to be coordinated with truck hauling?
 - *TOS might have something in April, TOS will follow up with date and time.*
- Meetings & Coordination:
 - Nestor R.-USACE noted that there's a potential site visit from the district commander and the chief of construction on Jan 14th or 15th, not for certain but possibility.
- *Next Non-Workdays:*
 - *Christmas Eve & Christmas; Dec. 24th & 25th, 2019*
 - *New Year's Eve & New Year's December 31st & Jan 1st, 2019*
- *New Businesses:*
 - *HAPPY HOLIDAYS TO ALL.....!*

Next Meeting Date: Wednesday, Jan 8th @ 10:30 A.M. Progress Map will still be provided.

Location: Conference call

Call In: (224) 501-3412

Access Code: 582-596-925

End of Meeting.

MEETING ADJOURNED – THANK YOU

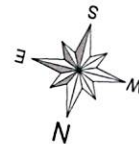
Please feel free to contact any of the following CHC Field personnel for any questions, comments or concerns.

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

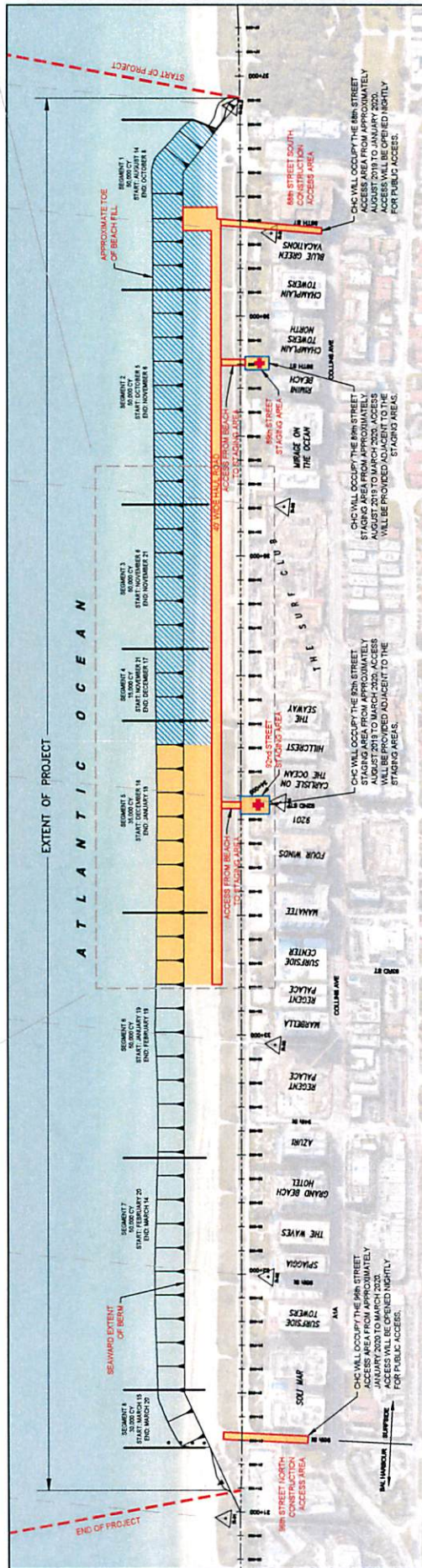
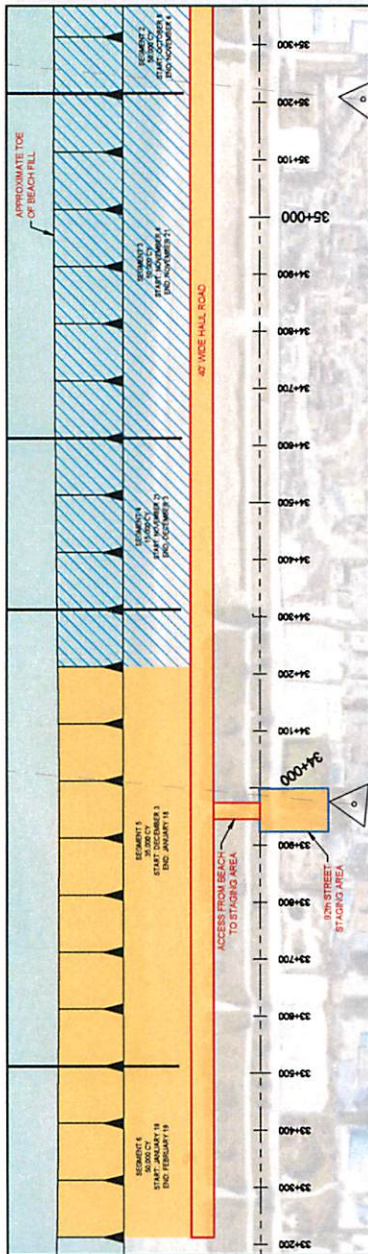
PROGRESS MAP OVERVIEW

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

Last Updated: December 18, 2019

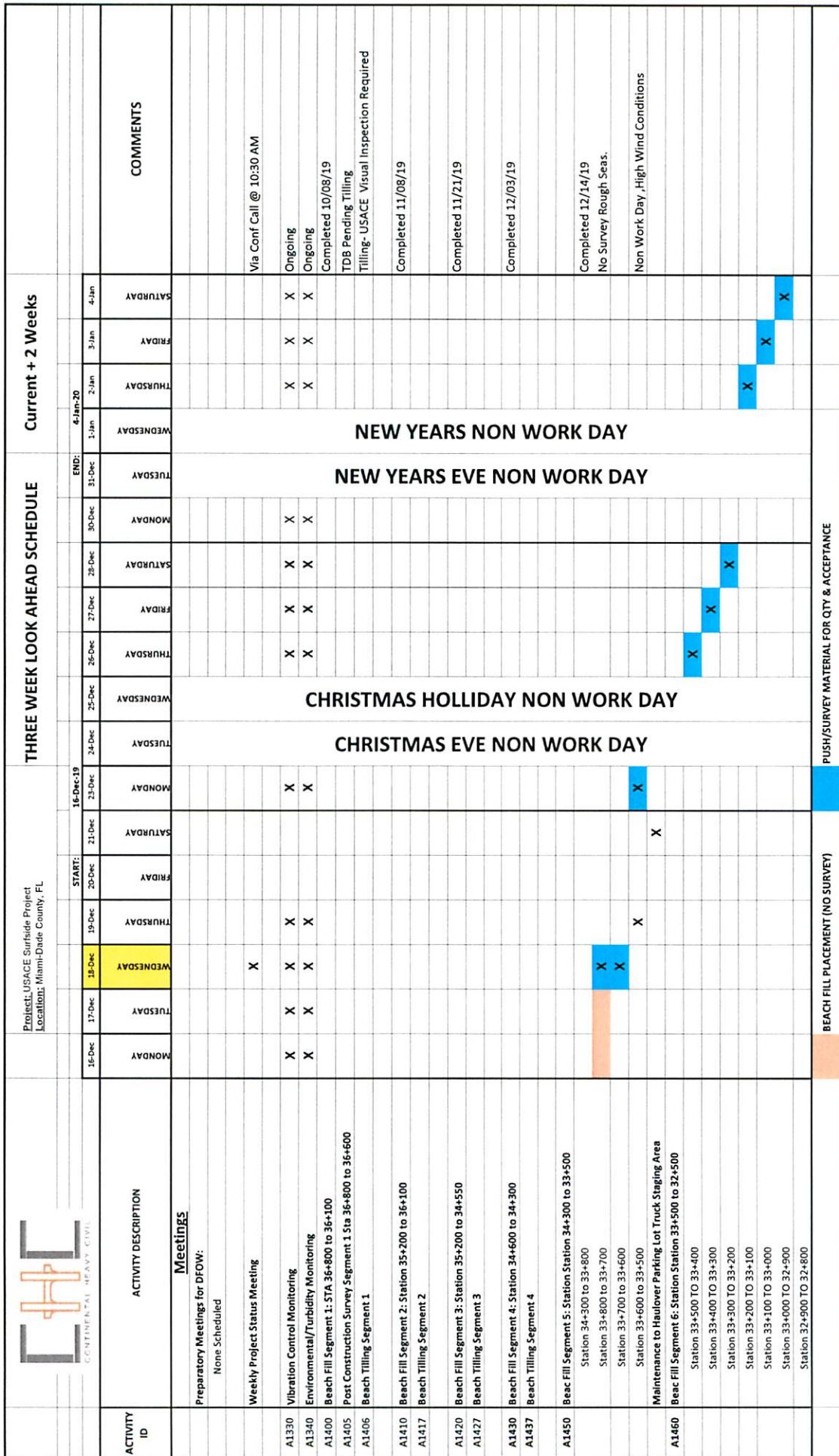


Non Work Days:
December 24th and 25th
December 31st and January 1st



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







US Army Corps
of Engineers

Contractor Action Items

18 Dec 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 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
Allied Trucking	08/19/2019		12/23/2019	02/03/2020	12/23/2019	09/10/2019	Submit documents
NDN	08/19/2019						Submit documents

Contractors Requiring Payrolls

Enter payrolls for each week shown in "Contractor Payrolls"

Contractor	First Day on Site	Last Day on Site	Payrolls not submitted or submitted with problems	Status
CHC	08/19/2019		12/15/2019, 12/22/2019	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

QC Reports not completed for the following dates	Status
12/16/2019, 12/17/2019, 12/18/2019	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
QC-00003	12/02/2019	Tilling: Contractor has failed to till upon completion of each segment of beach construction according to specification section 35 30 00 paragraph 3.4.3 Tilling. "Tilling shall be completed by use of a suitable equipment by pulling a rake with tines modified to a length of 36 inches or more and spaced approximately 12 to 18 inches apart. Tilling shall be to a minimum depth of 36 inches through the newly placed beach seaward to the visible high water mark. Following tilling, the beach shall again be dressed by dragging a pipe lengthwise over the beach."	Segment 1-4	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
CT-00084	Quarry Sample: 1. a. At 286,845 Tons b. Location Station 34+050 c. 06:52 AM d. 12-09-19	35 30 00	Hector Sevilla		34+050	Missing Info

Range:

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US Army Corps
of Engineers

Contractor Action Items

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

18 Dec 2019

Miami Resident Office

Activities Scheduled to be Started in Next 7 Days

Enter date activity started in "Activities Started/Finished"					
Activity No.	Activity Description	Contractor	Scheduled Start	Days Late	Status
A1300	Attend Partnering Regroup Meet	CHC	11/11/2019	37 days	Not Started
A1405	Post Construction Survey Segme	CHC	11/11/2019	37 days	Not Started
A1406	Beach Tilling Segment One	CHC	11/12/2019	36 days	Not Started
A1412	Post Construction Survey Segme	CHC	11/12/2019	36 days	Not Started
A1417	Beach Tilling Segment Two	CHC	11/13/2019	35 days	Not Started
A1422	Post Construction Survey Segme	CHC	11/29/2019	19 days	Not Started
A1427	Beach Tilling Segment Three	CHC	12/02/2019	16 days	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/29/2019	19 days	Not Started
A1432	Post Construction Survey Segme	CHC	12/06/2019	12 days	Not Started
A1437	Beach Tilling Segment Four	CHC	12/09/2019	9 days	Not Started
A1450	Beach Fill Fifth Segment - 16	CHC	12/18/2019	0 days	Not Started
A1470	Mobilize - North Access	CHC	12/06/2019	12 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	11/11/2019	11/11/2019	Not Started
A1405	Post Construction Survey Segme	CHC	11/11/2019	11/11/2019	Not Started
A1406	Beach Tilling Segment One	CHC	11/12/2019	11/12/2019	Not Started
A1412	Post Construction Survey Segme	CHC	11/12/2019	11/12/2019	Not Started
A1417	Beach Tilling Segment Two	CHC	11/13/2019	11/13/2019	Not Started
A1420	Beach Fill Third Segment - 10	CHC	11/06/2019	11/28/2019	Not Started
A1422	Post Construction Survey Segme	CHC	11/29/2019	11/29/2019	Not Started
A1427	Beach Tilling Segment Three	CHC	12/02/2019	12/02/2019	Not Started
A1430	Beach Fill Fourth Segment - 1	CHC	11/29/2019	12/05/2019	Not Started
A1432	Post Construction Survey Segme	CHC	12/06/2019	12/06/2019	Not Started
A1437	Beach Tilling Segment Four	CHC	12/09/2019	12/09/2019	Not Started
A1470	Mobilize - North Access	CHC	12/06/2019	12/17/2019	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

Features Requiring Hazard Analysis

Enter Hazard Analysis and mark completed in "Hazard Analysis"				
Feature of Work	Preparatory Scheduled	Preparatory Held	Hazard Analysis Title	Status
Turbidity Monitoring	08/12/2019	08/12/2019	Envr-Turbidity Monitoring	In Review

Hazard Analysis Without Features

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

Range:

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US Army Corps
of Engineers

Contractor Action Items

18 Dec 2019

W912EP19C0017 113082 Miami-Dade Surfside Contract A
K3001519

Miami Resident Office

Features of Work Requiring an Initial Inspection

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

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

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SUBMITTAL REGISTER (ER 415-1-10)										TITLE AND LOCATION: 113082 Miami-Dade Surfside Contract A-Surfside, FL		DATE: 12/18/2019		
CONTRACTOR: Continental Heavy Civil Corp										CONTRACT NUMBER: W912EP19C0017 NA				
Activity No.	TRANS MITTAL No.	ITEM No.	SPEC PARAGRAPH No.	DESCRIPTION OF SUBMITTAL	TYPE OF SUBMITTAL	CLASSIFI CATION	REVIEWER	CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION		GOVERNMENT ACTION	
						FIO, GA, DA, CR, OR S	OFFICE / NAME	SUBMIT NEEDED BY	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	CORPS RECEIVED DATE	CODE	CORPS RETURNED DATE
Section 01 30 00 ADMINISTRATIVE REQUIREMENTS														
	7	1	01 30 00	Draft Joint Risk Register	PRECON SUBMITTAL	FIO					A	11 Dec 19		
Section 01 57 25 TURBIDITY AND DISPOSAL MONITORING														
A1350	17	17	01 57 25	Turbidity Monitoring Dec 02-Dec 06 2019	TEST REPORTS	FIO	Rego, Christopher	29 Jul 19	08 Aug 19	08 Aug 19	A	11 Dec 19		
Section 02 22 13 MOVEMENT AND VIBRATION ASSESSMENT														
A1430	12	16	02 22 13	Vibration Monitoring Report No. 8	TEST REPORTS	FIO	Rego, Christopher	19 Nov 19	29 Nov 19	29 Nov 19	A	11 Dec 19		

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2019/2020
As of NOVEMBER 30, 2019
16.67% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

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January 14, 2020

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

GENERAL FUND - 001

REVENUE	\$ 1,568,300	\$16,549,272	9%
EXPENDITURES	3,211,752	\$16,549,272	19%
Net Change in Fund Balance	(1,643,452)		
Fund Balance-September 30, 2019 (Unaudited)	12,955,709		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 11,312,257</u>		

A

TOURIST RESORT FUND - 102

REVENUE	\$ 306,923	\$3,308,050	9%
EXPENDITURES	792,376	\$3,308,050	24%
Net Change in Fund Balance	(485,453)		
Fund Balance-September 30, 2019 (Unaudited)	1,530,080		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 1,044,627</u>		

POLICE FORFEITURE FUND - 105

REVENUE	\$ -	\$52,300	0%
EXPENDITURES	17,102	\$52,300	33%
Net Change in Fund Balance	\$ (17,102)		
Fund Balance-September 30, 2019 (Unaudited)	105,206		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 88,104</u>		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ -	\$276,000	0%
EXPENDITURES	27,095	\$276,000	10%
Net Change in Fund Balance	(27,095)		
Fund Balance-September 30, 2019 (Unaudited)	194,780		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 167,685</u>		

BUILDING FUND - 150

REVENUE	\$ 101,739	\$1,517,713	7%
EXPENDITURES	284,869	\$1,517,713	19%
Net Change in Fund Balance	(183,130)		
Fund Balance-September 30, 2019 (Unaudited)	2,429,223		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 2,246,093</u>		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ -	\$250,000	0%
EXPENDITURES	45,412	\$250,000	18%
Net Change in Fund Balance	(45,412)		
Fund Balance-September 30, 2019 (Unaudited)	3,278,256		
Fund Balance-November 30, 2019 (Reserves)	<u>\$ 3,232,844</u>		

NOTES:

1) Many revenues for November 2019 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.

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

PROPRIETARY FUNDS	ACTUAL
-------------------	--------

ANNUAL BUDGET	% BUDGET
---------------	----------

WATER & SEWER FUND - 401

REVENUE	\$ 582,230
EXPENDITURES	440,882
Change in Net Position	141,348
Unrestricted Net Position-September 30, 2019 (Unaudited)	(2,499,311)
Unrestricted Net Position-November 30, 2019 (Reserves)	<u>\$ (2,357,963)</u>

\$4,424,500	13%
\$4,424,500	10%

MUNICIPAL PARKING FUND - 402

REVENUE	\$ 252,272
EXPENDITURES	288,308
Change in Net Position	(36,036)
Unrestricted Net Position-September 30, 2019 (Unaudited)	1,279,750
Unrestricted Net Position-November 30, 2019 (Reserves)	<u>\$ 1,243,714</u>

\$1,324,368	19%
\$1,324,368	22%

SOLID WASTE FUND - 403

REVENUE	\$ 267,805
EXPENDITURES	539,512
Change in Net Position	(271,707)
Unrestricted Net Position-September 30, 2019 (Unaudited)	634,409
Unrestricted Net Position-November 30, 2019 (Reserves)	<u>\$ 362,702</u>

\$2,132,673	13%
\$2,132,673	25%

STORMWATER FUND - 404

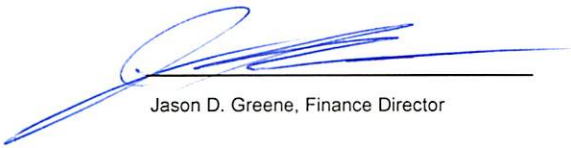
REVENUE	\$ 130,136
EXPENDITURES	258,294
Change in Net Position	(128,158)
Unrestricted Net Position-September 30, 2019 (Unaudited)	3,272,654
Unrestricted Net Position-November 30, 2019 (Reserves)	<u>\$ 3,144,496</u>

\$858,723	15%
\$858,723	30%


FLEET MANAGEMENT FUND - 501

REVENUE	\$ 159,142
EXPENDITURES	404,136
Change in Net Position	(244,994)
Unrestricted Net Position-September 30, 2019 (Unaudited)	584,492
Unrestricted Net Position-November 30, 2019 (Reserves)	<u>\$ 339,498</u>

\$987,346	16%
\$987,346	41%



Jason D. Greene, Finance Director



Guillermo Olmedillo, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2016 - November 2019

FUND	9/30/2016	9/30/2017	9/30/2018	9/30/2019	11/30/2019	CAGR ^(a)
General	\$ 7,368,408	\$ 8,460,802	\$ 10,902,050	\$ 12,955,709	\$ 11,312,257	20.7%
Tourist Resort	363,407	469,880	356,313	1,530,080	1,044,627	61.5%
Police Forfeiture	141,755	164,933	159,527	105,206	88,104	-9.5%
Transportation Surtax	354,264	388,363	263,292	194,780	167,685	-18.1%
Building	-	1,742,910	2,760,673	2,429,223	2,246,093	-6.2%
Capital Projects	1,154,352	576,122	2,158,902	3,278,256	3,232,844	41.6%
Water & Sewer	(2,827,890)	(3,048,579)	(2,546,398)	(2,499,311)	(2,357,963)	-4.0%
Municipal Parking	1,111,941	811,013	943,315	1,279,750	1,243,714	4.8%
Solid Waste	245,941	429,743	601,201	634,409	362,702	37.1%
Stormwater	3,392,370	3,264,379	3,203,878	3,272,654	3,144,496	-1.2%
Fleet Management	-	-	-	584,492	339,498	N/A
Total	\$ 11,304,548	\$ 13,259,566	\$ 18,802,753	\$ 23,765,248	\$ 20,824,057	16.5%

(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.



3C

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

TO: Mayor and Town Commission
FROM: Lillian M. Arango, Town Attorney
CC: Guillermo Olmedillo, Town Manager
DATE: January 7, 2020
SUBJECT: Office of the Town Attorney Report for January 14, 2020

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

December 9, 2019 – Tourist Board Meeting
December 10, 2019 - Quasi-Judicial Hearing
December 10, 2019 – Regular Commission Meeting
December 12, 2019 – Planning & Zoning Board Meeting
December 17, 2019 – Special Master Hearing
December 17, 2019 – Sustainability and Resiliency Committee Meeting

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 enter a new calendar year and continue our second year of service and 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 Special Master 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, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas, and public records requests, research, document review, oversight and case management for litigation, election and campaign issues, establishing priorities for the Florida Legislative session 2020, Town Code interpretation and application, ordinances on setbacks and artificial turf, labor and pension matters, revisions and updates to the Town's Procurement Code and various procurements and service provider contracts for Town Departments.

Key issues:

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

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

- Resolution Adopting Climate Crisis Report
- Ordinance Amending Purchasing Code
- Ordinance on Artificial Turf

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

SUSTAINABILITY & RESILIENCY COMMITTEE MEETING

MINUTES

October 16, 2019 – 6:30 p.m.

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

1. Call to Order/Roll Call

The meeting was called to order at 6:33 p.m.

The following were present:

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

Absent:

Nirit Tayas Zamir

Also, present:

*Mayor Daniel Dietch, Town Commission Liaison
Guillermo Olmedillo, Town Manager
Duncan Tavares, Assistant Town Manager
Kate Stein
Lillian Arango, Town Attorney
Frantza Duval, Recording Clerk

*Vice Chair Diaz-Leal arrived at 6:35 p.m.

*Mayor Dietch arrived at 6:37 p.m.

2. Approval of Meeting Minutes: September 18, 2019

Committee Member Goldenberg made a motion to approve the September 18, 2019 minutes. The motion received a second from Committee Member Cimadevilla and all voted in favor.

Assistant Town Manager Tavares introduced Kate Stein who will be assisting the Town with Sustainability and Resiliency items.

Kate Stein, introduced herself and stated that she is currently working as a consultant with the City of Miami Sustainability and Resiliency Department. She

gave a synopsis of her experience and the work she has done in the past and the ones she is currently engaged in.

Assistant Town Manager Tavares asked the Committee members to introduced themselves.

Committee members introduced themselves to Ms. Stein.

Assistant Town Manager Tavares also advised the Committee members that at the 10th Annual U.S. Green Building Council Gala Verde, the Four Seasons Hotel and Surf Club received the Overall Best Project of the Year Award for the LEED Certification and their Sustainability and Resiliency initiatives they have put in place at their hotel.

3. Review and Discussion of Climate Crisis Report/Climate Action Plan.

Assistant Town Manager Tavares introduced the item and suggested going over the plan and getting input from the Committee since there were many actionable items. He stated they moved the workshop with the University of Miami to November 14th and the information will be in the Gazette and on the Town's website.

Committee member Cimadevilla wanted to clarify what exactly will be taking place at the workshop.

Assistant Town Manager Tavares stated that once they have the information, they will release it to the Committee members and the residents. He advised the Committee members what they are looking for is public input on how to have a more sustainable and resilient community.

Assistant Town Manager Tavares advised the Committee members of the upcoming Planning and Zoning Board Meeting and stated that this plan will go before the Planning and Zoning Board as well as it being presented at the upcoming Workshop.

Chair Travani suggested going through all the pages and obtaining input from the Committee members on any comments or changes they would like to suggest.

Assistant Town Manager Tavares asked for clarity if they want to go through the entire document or action plan.

Chair Travani asked Assistant Town Manager Tavares how he wanted to proceed and focus on the second part.

Committee Member Goldenberg mentioned on page 9 to have coastal beach erosion.

Committee Members mentioned on page 9 possibly having a Chief Resiliency Officer. Assistant Town Manager Tavares stated the Commission did approve funding for resiliency projects and there might be funding there to have a Resiliency Officer. He stated that the Community aspect is needed as well for the community to attend the workshops and be engaged.

Mayor Dietch gave an update on the funding which is to implement the resiliency 305 project. He also gave a history of the funding and the state restriction on the resilience funds.

Assistant Town Manager Tavares also stated that is why they have Kate Stein there where she might be able to assist the Town.

Chair Travani asked what type of projects are within the 305 project.

Mayor Dietch directed the Committee to page 56 where some of the projects are listed.

Committee Member Goldenberg stated that on page 20 it talks about communication and page 86 talks about specifics. She stated that she feels there should be some educational sessions and possibly having a series of educational meetings.

Mayor Dietch spoke about different workshops in the past and unfortunately not too many residents would attend those meetings.

Assistant Town Manager Tavares stated that the Commission just approved a Citizen's Academy because there is a disconnect among the residents and how their government works for them. He stated that another way they are looking at is how to incentivize the residents to attend. He stated that possibly making an academy for resiliency and at the end of the academy those who attend receive some type of token.

Kate Stein suggested a way that some people learn could be done online and having a consistent message. She suggested possibly putting out information where they will get used to seeing the information in spurts, that might make them more engaged.

Further discussion among the Committee members and staff continued on different suggestions on the plan.

Mayor Dietch suggested having tag lines. He gave examples like inaction is expensive, and sea level rise is not free. He suggested the Committee members to come to the next meeting with some of those tag lines that will catch people's attention.

Committee Member Diaz-Leal suggested a tag line to be something like "you can't afford to sit this one out" and acting on the plan might work.

Committee Member Goldenberg suggested that on page 20, you see a way to educate the public and that the page is good the way it is.

Mayor Dietch suggested having members of the Sustainability and Resiliency Committee do a video piece on why resiliency is important.

Committee member Goldenberg suggested on page 31, she would like to move the word relocation and use that as allocation instead of relocation. She suggested to move it to the bottom.

Mayor Dietch clarified a point and mentioned that the idea is to start saving today to help individuals and mitigation will be funded separately.

Assistant Town Manager Tavares suggested moving that section of relocation to the bottom and add a line with better language.

Town Manager Olmedillo commented on what Miami Beach does, which is while one is here make it better.

Further discussion among the Committee members, Mayor Dietch and staff continued regarding king tides, flooding and how Miami Dade County will be handling these issues.

Assistant Town Manager Tavares stated that staff spoke to neighboring municipalities on how they can assist the Town.

Committee Member Diaz-Leal requested to add at the end of page 31 the word "details" and what they can do and do a recap of the things that have to be done to preserve time.

Assistant Town Manager Tavares spoke regarding the commitment of planting trees and the Town has run out of space to plant more trees.

Committee Member Goldenberg spoke regarding page 42 "Training for Elected Officials". She asked if any of the elected officials have gone to any training. She also asked if there is a way for the elected officials to attend some training.

Mayor Dietch stated he has attended training through the Florida League of Cities.

Committee Member Goldenberg stated that on pages 44-45 the Army Corps of Engineers are doing a Back-Base Study and she suggested for the Town to contact them.

Chair Travani asked regarding the Flood Adaptation Assessment on page 45.

Assistant Town Manager Tavares stated that is currently being work on.

Chair Travani asked regarding Page 47 and the GIS and if there is information on it in terms of the Flood Adaptation Assessment or if there is anything else in the GIS that can assist.

Town Manager Olmedillo answered Chair Travani's question regarding the information you can obtain from GIS and stated that the Town is going to cover to a new system called "Tyler" very soon.

Chair Travani stated on pages 74 and 75 maybe having a bibliography at the end.

Committee Member Diaz-Leal commented on page 75 and suggested implementing some of the items and setting priorities.

Mayor Dietch also suggested the Committee putting a memo together with their recommendations where the Commission as well as the public can see those recommendations.

Committee members agreed to prioritize the items on the plan and to present it to the Commission by having a workshop in the beginning of the year.

Mayor Dietch suggested forwarding their recommendations to the Commission advising them that they would like to have a workshop with the community.

Chair Travani stated for the Committee to have their priorities by the next meeting in order to put together the workshop to present to the Commission.

Discussion took place among the Committee members and staff regarding walkability areas for pedestrians and possibly painting portions of the sidewalks.

Committee Member Diaz-Leal suggested developing designated bike lanes, walking lanes and possibly creating some ideas on how to strategically propose them.

Committee member Goldenberg stated that she did not see anything on page 91 regarding cyber security and that should be our top concern. She suggested that there should be something in the plan addressing cyber security.

Mayor Dietch advised that there are policies and procedures in place regarding cyber security but the main issue is the user.

Chair Travani stated if there is a discussion group that they could join regarding page 93 Homeowners Insurance. He suggested joining a group that will assist with how insurances will be responding on the risk factors including sea level rise.

Mayor Dietch addressed Chair Travani's question regarding flood insurance.

Assistant Town Manager Tavares suggested adding a section of having a liaison to have a seat at the table to assist with that item.

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

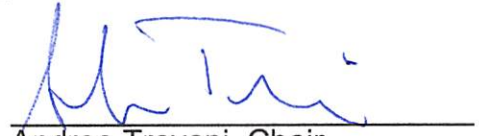
No public comments.

5. **Adjournment**

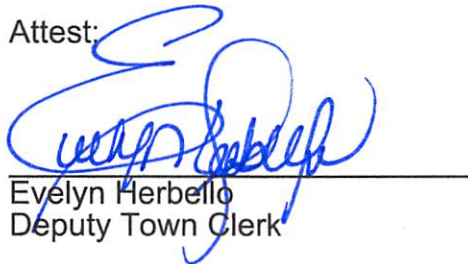
A motion was made by Committee Member Diaz-Leal to adjourn the meeting at 8:23 p.m. Committee Member Goldenberg seconded the motion and all voted in favor.

Respectfully submitted:

Accepted this 17 day of December, 2019.


Andrea Travani, Chair

Attest:


Evelyn Herbello
Deputy Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

October 24, 2019 – 6:00 p.m.

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

1. Call to Order/Roll Call

Chair Lindsay Lecour called the meeting to order at 6:03 p.m.

Present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Peter Glynn, Board Member Rochel Kramer

Absent: Board Member Brian Roller (arrived at 6:13 pm), Board Member Marina Gershanovich (arrived at 6:33 pm) and Board Member Jorge Garcia (arrived at 6:06 pm).

Vice Mayor Gielchinsky (arrived at 6:13 pm).

Also, Present: Town Manager Guillermo Olmedillo, Assistant Town Manager Duncan Tavares, Town Planner Sarah Sinatra, Town Attorney Edward Martos and Vice Mayor Daniel Gielchinsky.

Town Attorney Edward Martos read the Quasi-Judicial Statement into the record and polled the Board members.

All Board members stated that they had no communication with any parties regarding any of the items on tonight's agenda.

Deputy Clerk Herbello confirmed advertisement requirements.

Deputy Clerk Herbello swore in the speakers who would be speaking at tonight's meeting.

2. Town Commission Liaison Report – Vice Mayor Gielchinsky

No report was given.

3. Approval of Minutes – September 26, 2019

A motion was made by Vice Chair Frankel to approve the September 26, 2019 Meeting Minutes. The motion received a second by Board Member Kramer. All voted in favor.

4. Applications:

A. 8955 Collins Avenue - The applicant is requesting one (1) Permanent Wall Sign (Sign A) and one (1) Window Sign (Sign B). Sign A will reside on the building façade at 8955

Collins Avenue while Sign B will reside on the west building entrance glass door located at 8926 Collins Avenue.

Town Planner Sinatra introduced the item with staff recommendations and conditions, which are that the signs shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall during a storm.

There being no comments or questions by the Board the following motion was made.

A motion was made by Board Member Glynn to approve the item. The motion received a second by Board Member Kramer. All voted in favor.

- B. 9461 Harding Avenue** - The applicant is requesting one (1) Permanent Wall Sign and one (1) awning sign.

Town Planner Sinatra introduced the item and recommended approval. She stated there were not staff conditions.

There being no comments or questions by the Board the following motion was made.

A motion was made by Board Member Glynn to approve the item. The motion received a second by Vice Chair Frankel. All voted in favor.

5. Quasi – Judicial Hearing - Local Planning Agency Items

- A. 8995 Collins Avenue** - Site plan to renovate an existing nine story tower by adding three additional stories while renovating both the interior and exterior of the tower.

Town Planner Sinatra introduced the item.

Graham Penn, Bercow Radell Fernandez & Larkin, PLLC, gave a presentation of the project.

Board Member Glynn asked regarding the loading dock, how long it is and the width of that dock as well in order for the truck not stick out of the sidewalk.

Graham Penn answered Board Member Glynn's question and stated that there will be no obstruction and gave the limitation of the truck sizes.

Board Member Garcia asked regarding the landscaping.

Graham Penn answered Board Member Garcia's question and showed Board Member Garcia the plan which was part of the PowerPoint presentation. He mentioned that the only thing on the right of way is the sidewalk and street trees.

A motion was made by Board Member Glynn to approve and recommend the item to the Town Commission. The motion received a second from Board Member Kramer. All voted in favor.

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

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO ESTABLISH LIMITATIONS ON HOTELS IN THE H-40 ZONING DISTRICT SOUTH OF 93RD STREET INCLUDING: A PROHIBITION ON BALLROOMS AND BANQUET FACILITIES AS HOTEL ACCESSORIES; PROVIDING DISTANCE SEPARATION STANDARDS BETWEEN HOTELS; PROVIDING LIMITATIONS ON EVENT AND/OR MEETING ROOM SPACE; PROHIBITING STRUCTURED PARKING FACILITIES, AND REQUIRING THAT PARKING STRUCTURES INCORPORATE HOTEL AND/OR ACCESSORY USES; CREATING EXEMPTIONS FOR EXISTING AND APPROVED DEVELOPMENTS, AND FOR HISTORICALLY DESIGNATED PROPERTIES; AND AMENDING SECTION 90-51 "MAXIMUM FRONTAGE OF BUILDINGS AND FAÇADE ARTICULATIONS" TO ESTABLISH CONTINUOUS WALL FRONTAGES FOR HOTELS IN THE H40 ZONING DISTRICT SOUTH OF 93RD STREET; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Town Clerk Herbello read the title into the record.

Town Planner Sinatra introduced the item along with staff recommendations.

The following individuals spoke on the item:

Kristofer Machado

Kathleen Kaufman read the letter submitted to the Board members through the Deputy Town Clerk and made part of the record.

Esther Superstein

Drew Superstein

Rick Superstein

Matthew Barnes

George Kousoulas

Vice Chair Frankel was concerned about the prohibition, restrictions and the requirements of the current restrictions that are in place.

Town Planner Sinatra clarified that the Commission agreed with the exemption of the historic district. She stated that currently there is a 300 feet limitation and it was asked if the historic district would be exempt from that.

Board member Roller posed the question if one would come with an exemption and asked if this would be based on every 300 feet. He also asked if there is a way of restricting it for hotels.

Town Planner Sinatra answered the Board's questions regarding the limitations in the Code.

Vice Chair Frankel stated that she does not think it makes sense to limit the historic district to 150 feet.

Further discussion took place among the Board and staff regarding questions on restrictions and the facades.

Town Manager Olmedillo gave clarification to the Board regarding their questions on the facades and restrictions.

Kathleen Kaufman provided the Board with clarification on the site plan of the block and stated that it currently is very restrictive. She stated that it would still be a monumental task.

After a lengthy discussion among the Board regarding the item and the restriction of the frontage limitation, the following amendment requests were made by the Board:

1. Prohibit ballrooms and banquet facilities.
2. Limit meeting or event rooms to 15 square feet per the number of hotel rooms with a capacity of no more than 100 people.
3. Exempt properties with previous approvals and those with Historic Designation per Miami-Dade County.
4. Require continuous wall frontage to be no greater than 150 feet in length, except relating to the Historic District.
5. Prohibit parking as a standalone structure.

A motion was made by Board Member Roller to approve the Ordinance as amended. The motion received a second from Board Member Garcia. All voted in favor.

Vice Mayor Gielchinsky left at 7:39 p.m.

6. Discussion Items:

A. Climate Crisis Report

Assistant Town Manager Tavares presented the Climate Crisis Report.

Chair Lecour asked how the Planning and Zoning Board could help.

Assistant Town Manager Tavares stated that they are trying to focus on the resiliency 305 as a basis to start and obtain the engagement of the public. He encouraged as they move forward having a way to coordinate the input of the Planning and Zoning Board members along with the Sustainability

and Resiliency Committee members. This will send a mindset that everyone is working together and see how they can further it.

Vice Chair Frankel asked what they are planning on getting out of them.

Assistant Town Manager Tavares stated that there will be a workshop that the Sustainability and Resiliency Committee has requested and to also obtain public outreach.

Town Manager Olmedillo spoke regarding possibly bringing in the University of Miami in to do a presentation coming from a neutral position. They can present ideas they might have and where and how they can be applied.

Board Member Glynn spoke regarding king tides, raising the crown of the road and stated that the homes should be built higher.

Chair Lecour would like for any items on the report that the Planning and Zoning Board needs to address in future meetings for the Sustainability and Resiliency Committee to advise them so they can address those items.

B. Setbacks Lots over 50 Feet in Width

Town Planner Sinatra gave a verbal update on the item by providing additional setbacks.

The following individuals spoke on the item:

George Kousoulas

Jeff Rose

Gabriella Yachad

Town Planner Sinatra advised speaker Yachad that whichever side she will be making the renovation will be subject to the requirements of the setback.

Chair Lecour addressed speaker Yachad's questions.

Chair Lecour asked Town Planner Sinatra why it does not apply to all the lots and use the formula for interior lots.

Town Planner Sinatra stated that she is proposing this for any lots above 50 feet.

Further discussion took place regarding the setbacks and what the Town is proposing.

Robert Freedman asked what is the purpose of limiting the size of the homes.

Chair Lecour answered speaker Freedman's question.

Board Member Roller explained the height development and the item being discussed to speaker Freedman.

Town Attorney Martos explained the code and the proposal that is being heard.

The Board agreed by consensus to move the item forward to the Town Commission for approval of an Ordinance in November and bring it back to the Planning and Zoning Board at their December meeting.

C. H30A/H30B Upper story Massing

Town Planner Sinatra gave a verbal update on the item and advised that they were directed at the last meeting to bring back some graphics and it has been challenging. She stated staff recommendations. She would bring it back as a clean language at their next meeting as a discussion item.

The following individuals spoke on the item:

George Kousoulas

Jeff Rose

Board Member Glynn asked if a big storm hits and everyone gets flooded, can they rebuild in the same shell.

Town Planner Sinatra answered Board Member Glynn's question by stating that you hit the 50% rule from FEMA and you have to rebuild to today's FEMA's requirements. It depends on what FEMA states, which is 50% of the value of the home not the land.

Board member Kramer commented regarding new structures and is not for changing setbacks now.

Chair Lecour stated what is being presented is limiting the 2nd floor setback of 64%.

Chair Lecour polled the Board on their stand on the 64% limitation and stated that the Board is split and this should be addressed again in the future.

Town Planner Sinatra stated they can model it with playing with some of the modifications to the second floor and work with the sliding scale setback.

A lengthy discussion took place among the Board and staff on the setbacks and the percentages.

D. DVAC Request on window tint *[Verbal]*

Assistant Town Manager Tavares introduced George Kousoulas who gave a verbal update on the request from the DVAC Committee on window tinting for businesses.

Board member Roller asked the cost of the glass compared to clear glass.

George Kousoulas stated it is \$10.00 higher than regular glass.

Chair Lecour asked what the DVAC Committee is looking to do.

Assistant Town Manager Tavares stated that there are design guidelines downtown and for the Board to look at them in a comprehensive approach in revitalizing downtown.

Board member Garcia asked if the Town is giving incentives for business owners to do this.

Chair Lecour stated that the Town is not giving any incentives. What they are doing is encouraging the downtown businesses to change their windows to this type of glass when they make changes to their windows.

Assistant Town Manager Tavares suggested bringing it back to the DVAC Committee at their next meeting and get the top three (3) recommendations as directed by the Board.

E. Future Agenda Items

The Board agreed to bring back at a future meeting the H30A/H30B Upper Story Massing and the 50-foot setback rule.

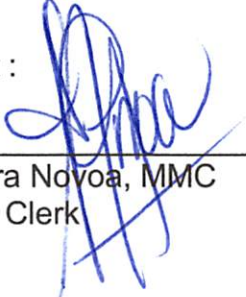
7. Adjournment.

A motion was made by Board Member Glynn to adjourn the meeting without objection at 8:47 p.m. The motion received a second from Board Member Roller. All voted in favor.


Respectfully submitted,

Accepted this ____ day of _____, 2019.

Attest :



Sandra Novoa, MMC
Town Clerk



Lindsay Lecour, Chair



Town of Surfside

TOURIST BOARD MEETING MINUTES

November 13, 2019 – 5:30 p.m.
Town Hall Commission Chambers –
9293 Harding Ave, 2nd Floor, Surfside, FL 33154

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Barbara Cohen at 5:32 p.m.

Present: Chair, Barbara Cohen
Board Member, Charles Kesl
Board Member, Neil Goodman
Board Member Cornelia Samara

Absent: Vice Chair Jeff Lehman

Also present: Duncan Tavares, Assistant Town Manager
Lilian Arango, Town Attorney
Michael Karukin, Town Commission Liaison
Evelyn Herbello, Deputy Town Clerk
Frank Trigueros, Marketing and Special Projects
Coordinator

2. Welcome– Chair Barbara Cohen

Chair Cohen welcomed new Board Member Samara and asked her to introduce herself.

Board Member Samara introduced herself and gave a history of her experience.

Assistant Manager Tavares congratulated Board Member Samara on her hotel receiving the award of being the number one (1) hotel in Florida, number three (3) hotel in the US and the number five (5) hotel in the world on the Conde Nast Traveler's Reader's Choice Awards. He also commended her on receiving the LEED Certification for the Project of the Year for her Building.

Board Member Kesl requested to have an add on item to the agenda having to do with the website's user experience and content.

Town Attorney Arango stated that Chair Cohen would need to entertain a motion to add Board Member Kesl's add-on item to the agenda.

A motion was made by Board Member Kesl to add-on an item to the agenda regarding the website's user experience and content to be heard as the first item under Discussion, which was seconded by Board Member Samara. All voted in favor.

****For purposes of these minutes, the add-on agenda item will be heard before Item 1 under Discussion but will be numbered as Item 1.A.****

3. Approval of Meeting Minutes: October 7, 2019

A motion was made by Board Member Kesl to approve the October 7, 2019 minutes, seconded by Board Member Samara. All voted in favor.

4. Resort Tax Revenue Accounts Receivable Report

Assistant Town Manager Tavares provided a second update on the item and explained that they are unaudited numbers.

Discussion Items:

****1.A - Add on discussion item by Board member Kesl: User Generated Platform**

Board member Kesl expressed his desire to achieve a reliable social media policy that complemented the new user generated content platform (UGC) platform, Crowdriff. He also mentioned wanting to look at ongoing software and website maintenance costs.

Tourist Marketing and Special Events Coordinator Trigueros gave some clarification to the public regarding the UGC platform Crowdriff's filtering process.

A motion was made by Board member Kesl to assess the long-term cost of the software expenses, the investment committed, as well as if the current marketing agency has a process for maintaining links to business listings currently featured on the website. There being no second to the motion, the motion failed.

Assistant Town Manager Tavares explained the process and costs related to the Tourist Bureau's software budget. He stated that he will gather the information and forward a copy to the Board members for potential discussion at next month's meeting.

Assistant Town Manager Tavares stated that he is meeting with the legal department on the social media policy in order to see if it needs to be revised due to this platform, and he would like the policy to reflect any changes that may be needed.

Assistant Town Manager Tavares also commented on the website, stating that any outdated content and broken links would be addressed. He also stated that the Bureau is working on individual detail pages for Town businesses, which are being rolled out periodically.

Board member Kesl asked why is there an extra charge for video production if it is already part of the marketing agency contract.

Assistant Town Manager Tavares answered Board member Kesl's question regarding video production costs, clarifying that video production is a specific project with a separate budget, which actually comes in at a lower cost given that Jacober Creative can leverage their production partnerships to get a better price, and also include still photography at the same shoot. He stated that the focus for last summer's Something for Everyone video was primarily on Harding Avenue businesses given the beach renourishment project.

The Board proceeded to discuss the Something for Everyone video, and plans for next year's video post beach renourishment.

Marketing and Special Events Coordinator Trigueros stated that he will send Board member Goodman a copy of the video that used different businesses.

Assistant Town Manager Tavares showed the Board and the public the Jacober Scope of Service which was competitively bid and clarified any misconceptions there might have been.

Board member Samara asked about the term and extensions of the Jacober contract.

Assistant Town Manager Tavares answered Board member Samara's question regarding the specifics, noting it is a three-year contract.

1. Third Thursdays 2019 Event Series Presentation – Lindsay McAllister & Creative State Marketing

Lindsay McAllister, Director of Strategy & Client Relations for Creative State Marketing and Kimberly Saavedra, Creative State Marketing, gave a presentation of suggested event themes and programming activities.

Board members commented on the presentation, and the services and opportunities available for Town businesses and restaurants.

Board Member Goodman spoke regarding his highly successful participation and experience with the Third Thursday events.

Staff responded to the Board members questions and possibly including the Farmer's Market.

Chair Cohen also suggested business owners keep their store lights turned on during these events and stated its importance as well as lighting on the ground. She also encouraged the public to attend this event.

Board member Samara asked if any hotels had participated in previous years. Assistant Town Manager Tavares stated that the Residence Inn had a vendor table their first year, but no other hotel property has participated since then.

Marketing and Special Projects Coordinator Trigueros added that the Tourist Bureau did communicate the event information to hotel concierges so it could be promoted to hotel guests.

Commissioner Karukin spoke regarding the local businesses participating and mentioned that the reason why they do not participate is because they are mostly mom and pop stores and they do not have the staffing.

A motion was made by Board member Kesl to move forward with the event, seconded by Board member Goodman. All voted in favor.

2. Salem K. Theatre Corp. Sponsorship Application –Duncan Tavares, Assistant Town Manager and Frank Trigueros, Marketing and Special Projects Coordinator

Pamela Salem, owner of Salem K. Theatre gave a presentation of what her theater group does and spoke regarding her sponsorship application request.

Chair Cohen stated that Ms. Salem completed the application and asked staff how much is in the budget for sponsorships.

Tourist Marketing and Special Events Coordinator Trigueros answered Chair Cohen's question by stating that there is \$12,000 in the budget for sponsorships but some of those monies have been allocated to other applicants.

Board member Kesl asked Ms. Salem where the show takes place, how many individuals attend and the cost.

Ms. Salem stated that the show takes place at the Community Center and approximately 62 individuals attend. She said that the cost is \$10.00 per person.

A motion was made by Board member Kesl to approve the sponsorship application in the amount of \$1,500, seconded by Board member Samara. All voted in favor.

3. 2019 Holiday Banners' Design Options – Duncan Tavares, Assistant Town Manager and Frank Trigueros, Marketing and Special Projects Coordinator

Marketing and Special Events Coordinator Trigueros presented the item and the banner options.

Discussion among the Board members and staff took place on the different banner options, color options, and changes in design of the banners.

A motion was made by Board member Kesl to modify the flower design augmented to be curvy and nongeometric similar to the lighting fixtures on the Town monument signs, and having the banners in all 3 colors alternated. The motion was seconded by Board member Samara. All voted in favor.

4. Tourist Bureau Mission Statement and Vision Statement– Duncan Tavares, Assistant Town Manager and Frank Trigueros, Marketing and Special Projects Coordinator

Current statement: Encourage patronage of Surfside's hotels and restaurants through cooperative events, promotional activities, marketing, public relations and advertising opportunities. Assist in the improvement of the Surfside Business District by functioning as a promotional partner, advisor and advocate on initiatives.

Assistant Town Manager Tavares introduced the item.
Chair Cohen requested this item be deferred to next month.

Board member Kesl requested a mission statement and a vision statement that ties into what the Town is doing now. He gave a sample of his business mission and vision statements.

Assistant Town Manager Tavares asked the Board members to send in their mission and vision statements so staff can look into it.

A motion was made by Board member Kesl to defer the item to the next meeting, seconded by Board member Goodman. All voted in favor.

5. GMCVB Miami Begins With Me LGBTQ Sensitivity Training Recap – Duncan Tavares, Assistant Town Manager and Frank Trigueros, Marketing and Special Projects Coordinator

Tourist Marketing and Special Events Coordinator Trigueros gave a recap of the training that took place with staff and the local business district.

Assistant Town Manager Tavares spoke regarding the partnership they have with the local businesses.

6. Restored Beach Promotion, Community Sensitivity – Duncan Tavares, Assistant Town Manager and Frank Trigueros, Marketing and Special Projects Coordinator

Assistant Town Manager Tavares introduced the item and what the Board's feedback is regarding how to promote the beach while staying sensitive to the Community with keeping Surfside small and the quality of life. He stated that this is the time for the Board to set the tone of what they would like.

Board member Kesl stated that the ideal tourist is demographically similar to residents. He stated that he agrees with Assistant Town Manager Tavares in correcting the misconceptions and misinformation. He suggested reaching out to hotels for help since they have powerful marketing teams and suggested an eco-friendly angle.

Commissioner Karukin encouraged members of the Board to attend the Commission meetings. He stated that it would give the Board members a good opportunity to give the Commission and the public an update on what the Tourist Board is working on. He stated that at last night's meeting there were some misconceptions on the use of resort tax dollars and 2/3 going to pay for the Community Center.

Board member Kesl responded to Commissioner Karukin's suggestion of having a board member attend the commission meetings and he would encourage it as well. Board member Samara spoke regarding the impact of the beach renourishment project on her hotel's guests and stated that they do have opportunities to fill the hotel in lower season and believes if the renourished beach should be showcased not only for the benefit of the hotels but also for the Town.

Marketing and Special Events Coordinator Trigueros gave examples for potential terminology to stay away from and sought direction from the Board on how to communicate the message and set the tone.

The Board requested some suggestions and staff will check with the hotels and work with the Board members.

Assistant Town Manager Tavares stated that the Administration will set the tone on how they will promote the beach and the language used. They will work with the hotels individually will come back to the Board with some suggestions and feedback from the hotels at a future meeting.

Commissioner Karukin stated that at the Commission level, regarding residents' attitude towards tourism, they hear from both sides. Some do not want hotels while businesses and hotels want more tourism.

7. DVAC update – Duncan Tavares, Assistant Town Manager

Assistant Town Manager Tavares suggested that the DVAC Committee have a standing item on the Tourist Board Agenda and vice versa in order to have more synergy and gave some examples.

Board member Kesl stated that they should look into the maintenance of window coverings and the cost. He suggested utilizing independent partnerships with other business districts and towns and obtain ideas from the challenges they have encountered.

George Kousoulas, former Committee member of DVAC, stated that the DVAC Committee is looking into different challenges as it comes to Harding, the alleys, how to use the alleys and the businesses still be able to use the alleys. He gave suggestions of possibly upgrading the alleys and visibility of storefronts. He also gave other examples and how the Boards can work together.

Assistant Town Manager Tavares stated that they are trying to keep everyone involved in order to have unity.

Chair Cohen asked if Surfside can look into a Business Improvement District (BID).

Assistant Town Manager Tavares stated that a BID is a taxing district and spoke regarding the process of how BIDs work.

Marianne Merscheid, DVAC member, stated that although they are a committee, they have no resources and that is why they are trying to tag team with the Tourist Board. She stated that at last night's Commission meeting she explained to the public where the tourist dollars come from. She suggested having someone from the Tourist Board attend the Commission meetings in order to educate the public.

Assistant Town Manager Tavares suggested that Tourist Marketing and Special Events Coordinator Trigueros look into placing information regarding the Tourist Board and the work they are doing in the Gazette.

Assistant Town Manager Tavares asked if someone from the Tourist Board could attend in place of Board Member Lehman because he is unable to attend.

Tourist Marketing and Special Events Coordinator Trigueros read the email from Shana Douglas.

8. Next Meeting: Monday, December 9, 2019 at 5:30 p.m.

Chair Cohen advised the Board of the next meeting taking place on December 9, 2019 at 5:30 p.m.

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

George Kousoulas spoke regarding educating the community because they do not understand the work being done. He also commented on the language about the beach and how it needs to be taken seriously due to some individuals giving misinformation.

10. Adjournment

There being no further business to discuss before the Tourist Board, Board member Samara made a motion to adjourn the meeting, seconded by Board Member Kesl. All voted in favor.

The meeting adjourned at 7:51 p.m.

Respectfully submitted:

Accepted this 9th day of December, 2019


Barbara Cohen, Chair

Attest:


Evelyn Herbello
Deputy Town Clerk



Town of Surfside

PARKS & RECREATION COMMITTEE MEETING

MINUTES

November 18, 2019 – 7:00 p.m.

Surfside Community Center
9301 Collins Avenue, Surfside, FL 33154

1. Call to Order/Roll Call

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

The following were present: Chair Retta Logan
Committee Member Zoya P. Javier
Louisa Agresti
Shlomo Danzinger

Absent: Vice Chair Eliana Salzhauer (arrived at 7:10 p.m.)

Also, present: Tim Milian, Parks and Recreation Director
Elizabeth Hopkins, Aquatics Supervisor
Evelyn Herbello, Deputy Town Clerk

2. Agenda and Order of Business

3. Approval of Minutes: October 28, 2019

A motion was made by Committee member Agresti to approve the October 28, 2019 minutes. The motion was seconded by Committee member Danzinger. The motion passed with a 3-0 vote. Vice Chair Salzhauer and Committee member Javier were absent.

4. Pool Closing Protocol Update - Tim Milian, Parks and Recreation Director

Aquatics Supervisor Hopkins gave an update on the pool closing protocol. She reiterated the closing times for the pool during this time of the year. She also advised the Committee that the locking of the lockers to the end of the check list, this way it gives time for the residents using the pool to change and exit the facility.

Chair Logan asked if there is a half an hour grace period for the residents using the pool after the pool closes.

Parks Director Milian stated that staff has half an hour to finish their work and close the pool. He stated that the pool deck closes and there is no grace period after closing time.

Parks Director Milian stated that the residents must be off the pool deck by the time the pool closes and that will give them ample time to finish changing in the locker rooms.

Parks Director Milian gave the new time for the pool to close during this time of the year is 6:00 p.m.

Vice Chair Salzhauer commented on seeing an employee that was going to dump chemicals into the pool and had asked her if she was going back in the pool from the hot tub.

Parks Director Milian stated that the chemicals are added automatically and the only way they would have an individual adding chemicals as she stated would be for deep chlorination period. He stated that he would look into that and see what the reason was.

Vice Chair Salzhauer asked for the pool closing hours.

Parks Director Milian answered Vice Chair Salzhauer's question stating that November, December and January the pool closes at 6:00 p.m. February, March and April the pool closes at 6:30 p.m.

5. Swim Team Survey Update - Tim Milian, Parks and Recreation Director

Parks Director Milian introduced Aquatics Supervisor Elizabeth Hopkins to provide the swim team survey update.

Aquatics Supervisor Hopkins provided the Committee with an update on the swim team survey and discussed the results of that survey. She stated that the overall feedback was to start the new swim team class on January 6, 2020 and registration starts on December 2, 2019.

Parks Director Milian stated that January is a good month to start and that February is normally the coldest month. He stated that the dates for the swim team classes will be Monday, Tuesdays, Wednesdays and Thursdays and that the lanes will be divided by ability.

Vice Chair Salzhauer commented on the survey and asked the time frame that the swim team classes would run for.

Parks Director Milian answered Vice Chair Salzhauer's question by stating that it will run from the first week of January 2020 until March 2020.

Chair Logan asked if the RFP has gone out already.

Parks Director Milian answered Chair Logan's question and stated that it went out last month.

Vice Chair Salzhauer asked why it was costing \$15,000.

Parks Director Milian answered Vice Chair Salzhauer's question stating that it due to needing specific expertise.

Discussion among the Committee members and Parks Director Milian took place regarding the Winter Wonderland dates and Winter Camp registration.

6. Halloween Event Recap- Tim Milian, Parks and Recreation Director

Parks Director Milian gave a recap of the Halloween event and stated that over 850 children attended the event. He incorporated feedback from the Committee members into this year's event. He also discussed the new maze and games they had this year. He also suggested making next year's even a bit spookier. He also mentioned that the date for the 2020 Halloween event will be October 30, 2020.

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

There were no public speakers.

8. December 2019 and January 2020 Meeting Dates - Tim Milian, Parks and Recreation Director

Parks Director Milian asked the Committee members to approve the December 2019 and January 2020 meeting dates. The Committee also agreed by consensus on meeting dates for February and March 2020.

The following are the dates agreed upon:

December 16, 2019
January 27, 2020
February 24, 2020
March 16, 2020

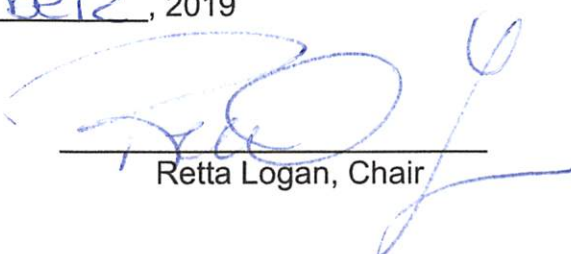
The Committee agreed to come back after the elections to choose and agree upon the meeting date for April 2020.

9. Adjournment

Committee member Agresti made a motion to adjourn the meeting at 7:22 p.m. The motion received a second from Committee member Danzinger. The motion passed with a 4-0 vote with Committee member Javier absent.

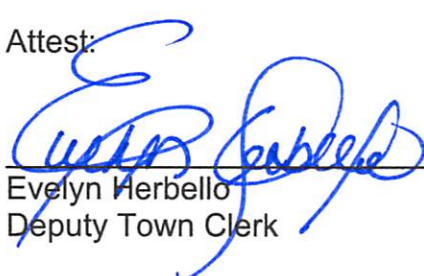
Respectfully submitted:

Accepted this 16 day of December, 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: January 14, 2020
Subject: Miami-Dade County Homeless Trust

The Miami-Dade County Homeless Trust (Trust), established in 1994 (www.homelesstrust.org), is tasked with assisting the homeless and addressing homelessness in the County. A major funding source for the Trust is the County's dedicated 1% tourism development tax on food & beverage. As Surfside has its own Resort Tax, the Town does not directly contribute to the Trust. However, the Town does receive the benefits of the County's Community Homeless Plan.

The adopted FY20192020 Budget assigns a \$50,000 contribution to the Miami-Dade County Homeless Trust for the second consecutive year in an effort to support the organization tasked with addressing homelessness within the County; an issue that affects all of the municipalities within Miami-Dade.

There will be no impact to staff.

The attached resolution authorizes providing the \$50,000 payment to the Trust.

Reviewed by

Prepared by

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE TOWN COMMISSION OF THE
TOWN OF SURFSIDE, FLORIDA, APPROVING A \$50,000
CONTRIBUTION TO THE MIAMI-DADE COUNTY
HOMELESS TRUST; PROVIDING FOR
IMPLEMENTATION; AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the Miami-Dade County Homeless Trust (the “Trust”) was established in 1994 by Miami-Dade County Ordinance No. 94-66 to administer proceeds of a one-percent food and beverage tax known as the “Homeless and Domestic Violence Tax,” to implement the Miami-Dade County Community Homeless Plan, and to serve in an advisory capacity to the Board of County Commissioners on issues involving homelessness; and

WHEREAS, the Homeless and Domestic Violence Tax is collected on all food and beverage sales by establishments licensed by the State of Florida to sell alcoholic beverages for consumption on the premises that make over \$400,000 in gross receipts annually, except for hotels and motels; and

WHEREAS, the Homeless and Domestic Violence Tax is collected throughout Miami-Dade County, however establishments within the Town of Surfside (“Town”) are exempt pursuant to Section 212.0306(2)(d), Florida Statutes due to the fact that the Town imposes a municipal resort tax; and

WHEREAS, despite the fact that the Town does not directly contribute to the Trust, it receives the benefits of the Trust’s work and implementation of the Miami-Dade County Community Homeless Plan; and

WHEREAS, the Town Commission desires to contribute \$50,000.00 to the Trust in order to support the Trust and its initiatives of which the Town benefits; 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. **Approving Contribution.** That the Town Commission approves the contribution of \$50,000.00 to the Trust.

Section 3. **Implementation.** That the Town Manager and Administration are directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED on this 14th day of January, 2020.

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:**

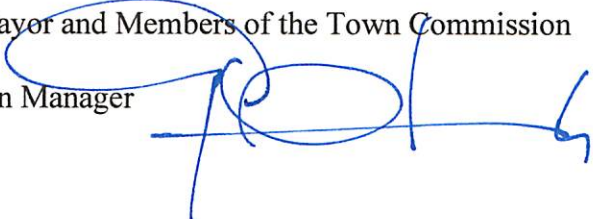
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



MEMORANDUM

ITEM NO. 3F

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

From: Guillermo Olmedillo, Town Manager 

Date: January 14, 2020

Subject: Approval of Resolution - Interagency Agreement for Access to FCIC/NCIC via Miami-Dade County/Miami-Dade Police Department

Miami-Dade County/Miami-Dade Police Department (MDPD) is requesting that all municipalities within their jurisdiction including the Town of Surfside execute an Interagency Agreement for Access to information technology systems for the administration of law enforcement via the Federal Crime Information Center (FCIC) and National Information Crime Center (NCIC).

Per the Interagency Agreement the Surfside Police Department shall:

- A. Be entitled to use, through agents and employees of the Miami-Dade Police Department, the computer system provided by the MDPD for the purpose of gaining access to information systems including but not limited to FCIC/NCIC, Law Enforcement Interface System (LEIS), Electronic Arrest Form (e A-Form), and the Miami-Dade Criminal Justice Information System (CJIS). The Town of Surfside/Surfside Police Department agree to abide by all local, state, and federal laws, rules and regulations, the FBI CJIS Security Policy, and FCIC rules and regulations with regard to the use of these computer systems.
- B. Abide by all applicable local, state, and federal laws, rules and regulations, as well as the FBI CJIS Security Policy and rules and regulations of FCIC, with regard to the use of said computer systems.
- C. Abide by all terms and conditions of the Criminal Justice User Agreement executed between FDLE and the MDPD, dated June 10th, 2016, a copy of which is attached to the Interagency Agreement.
- D. Only use the information technology systems for the administration of criminal justice.

The Interagency Agreement shall be effective from the date of execution by the final signatory and shall continue for a period of five (5) years. This agreement may be formally renewed for one period consisting of five (5) years.

This agreement may be amended as necessary to comply with requirements regarding access to these information systems, as set forth by the FBI, the FDLE and/or the MDPD. All amendments must be in writing and executed by all parties.

Staff recommends a motion to approve a resolution for the Town of Surfside/Surfside Police Department to execute the Interagency Agreement for Access to FCIC/NCIC via Miami-Dade County/Miami-Dade Police Department.

Prepared by: Chief Julio Yero

A handwritten signature in blue ink, appearing to be 'J. Yero', is written over the text 'Prepared by: Chief Julio Yero'.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERAGENCY AGREEMENT WITH MIAMI-DADE COUNTY/MIAMI-DADE POLICE DEPARTMENT FOR ACCESS TO THE FLORIDA CRIME INFORMATION CENTER (FCIC) AND THE NATIONAL CRIME INFORMATION CENTER (NCIC) FOR THE ADMINISTRATION OF CRIMINAL JUSTICE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) as a participating agency wishes to enter into an Interagency Agreement with Miami-Dade County, through the Miami-Dade County Police Department, for access to information systems, including the Florida Crime Information Center (FCIC) and the National Information Crime Center (NCIC) for the administration of law enforcement and criminal justice; and

WHEREAS, the Town Commission finds that the Interagency Agreement with Miami-Dade County/Miami-Dade Police Department attached hereto as Exhibit “A” (“Interagency Agreement”) is in the best interest of the Town and law enforcement and wishes to approve the Interagency Agreement and authorize the Town Manager to execute such.

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 Interagency Agreement.

Section 3. Implementation. That the Town Commission hereby authorizes the Town Manager to execute the Interagency Agreement and to take any action which is reasonably necessary to implement the purpose of this Resolution, including any amendments or renewals of the Interagency Agreement.

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

PASSED AND ADOPTED on this 14th day of January, 2020.

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. 4A1

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

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

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___

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 lenght of credited service	* Age 50 and 5 years of credited service (Tier A- All other members); or
	* 65 birthday and 10 years of credited service			* Age 55 and 5 years of credited service (Tier B - AFSCME hired on or after April 30, 1993; members classified as GSA or other hired on or after August 1, 1993, memebbers of CWA hired on or after February 21, 1994; and unclassified members hired on or after October 18, 1992)
				* Age 55 and 30 years of service or age 62 with 5 years of service (Tier C - All members hired on or after September 30, 2010 (October 27, 2010 for members of CWA). Benefits for employees hired on or after July 14, 2010 and prior to September 31, 2013- The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age 48 to be eligible for "Rule of 70" retirement.
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



MEMORANDUM

ITEM NO. 4A2

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

From: Guillermo Olmedillo, Town Manager
Lillian M. Arango, Esq., Town Attorney

Date: January 14, 2020

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.

At its December 10, 2019 meeting, the Town Commission adopted the Ordinance on first reading as presented.

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 as presented for second reading.

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:¹**

¹ 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 \$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 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. shall not be broken down to amounts less than \$15,000.00 to avoid the requirements of this section.
- (b) *Purchases of \$15,000.00 or more but less than \$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 \$15,000.00 or more, but which do not exceed \$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 shall not be broken down to amounts less than \$25,000.00 to avoid the requirements of this section.

- (c) *Purchases in excess of \$25,000.00.* 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.
- (d) *Purchases in excess of \$25,000.00.* For purchases in excess of \$25,000.00 the town commission shall follow the formal provisions as set forth in Section 3-7(b).
- (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*
- (1) Whenever competitive bidding is required by this chapter, the town manager 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 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, 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. , Postage, common carrier shipments, paralegal services, expert witnesses, court reporters, abstracts of titles for real property, and title insurance for real property;
- 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;
- 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.
- d. Performing artists, event organizers, and entertainment, [recreational and sports providers](#) as approved by the town manager 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.
- e. Advertising, legal notices, promotional materials, and patented and/or copyrighted materials;
- f. A public works and utilities purchase or contract 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, 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

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 10th day of December, 2019.

PASSED AND ADOPTED on second reading on the ____ day of January, 2020.

First Reading:

Motion by: Vice Mayor Gielchinsky

Second by: Commissioner Karukin

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 _____

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



MEMORANDUM

ITEM NO. 4A3

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: January 14, 2020
Subject: Synthetic turf for excess landscape areas

The Town code prohibits artificial materials for the purpose of landscaping. In 2017, the Town Commission directed Staff to analyze allowing synthetic turf. Staff presented findings at the December 13, 2017 Commission meeting indicating there are many styles, manufactures and installation systems for artificial grass. The Town Commission provided direction to Staff to prepare a further analysis on the benefits and concerns of this material. Staff provided a table comparing the maintenance, cost, drainage and aesthetics of artificial grass to sod and provided literature on the subject. The Town Commission voted to not proceed with a change to the code.

Staff prepared a memorandum for the Town Commission to discuss at the July 2019 meeting to request consideration for artificial turf in excess landscape areas. The Town Commission directed the Staff to prepare a code amendment permitting the material only in excess areas. This means that once the required percentage of landscaping is achieved per property, synthetic turf could be installed within the additional areas of the lot not required to be landscaped.

The proposed ordinance requires installation per the manufacturer's specifications as well as design standards.

The Town Commission approved this ordinance on first reading. The Planning & Zoning Board, sitting as the Local Planning Agency, recommended approval to the Town Commission at their December 12, 2019 meeting.

Reviewed by

Prepared by SSG

35 **WHEREAS**, the Town Commission held its first public hearing on November 12, 2019, and
36 recommended approval of the proposed amendments to the Code of Ordinances having complied
37 with the notice requirements of the Florida Statutes; and

38 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
39 these regulations as required by law on January 14, 2020 and further finds the proposed changes
40 to the Code necessary and in the best interest of the community.

41
42 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
43 **THE TOWN OF SURFSIDE, FLORIDA¹:**
44

45 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein
46 by this reference:
47

48 **Section 2. Town Code Amended.** Section 90-85.2 “Definitions” of the Surfside Town
49 Code of Ordinances is hereby amended and shall read as follows¹:

50 **Sec. 90-85.2. - Definitions.**

51 * * *

52 *Open space:* All pervious ~~landscape planting~~ areas of the site.

53 *Pervious areas:* Any portion of the ground unobstructed by a non landscape planting surface or
54 synthetic turf which prevents or slows down the natural seepage of water into the ground.

55 *Synthetic Turf:* a dense and continuous surface of synthetic fibers mounted on a permeable
56 backing and of sufficient density and green color to replicate the appearance of healthy, natural
57 grass.

58 * * *

59 **Section 3. Town Code Amended.** Section 90-87. – “Installation of Landscaping and
60 Irrigation” of the Surfside Town Code of Ordinances is hereby amended and shall read as
61 follows¹:
62
63
64

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.

65 **Sec. 90-87. - Installation of Landscaping and Irrigation.**

66 All landscaping and irrigation shall be installed according to accepted horticultural planting
67 procedures with the quality of plant materials as hereinafter described, including:

68 * * *

69
70 (15) Synthetic turf.

71
72 a. Synthetic turf may be permitted on all properties subject to the requirements and
73 procedures set forth in this section.

74
75 b. Synthetic turf shall not be counted towards the minimum required landscaped areas,
76 buffers, foundation plantings or landscape islands.

77
78 c. Synthetic turf shall comply with all of the following design standards and shall:

79 i. Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall
80 have a minimum eight-year "no fade" warranty.

81 ii. Be of a type known as cut pile infill with pile fibers of a minimum height of
82 1.75 inches and a maximum height of 2.5 inches.

83
84 iii. Have a minimum face weight of 75 ounces per square yard.

85
86 iv. Be manufactured from polyethylene monofilament, dual yarn system, and
87 manufactured in the United States.

88
89 v. Have backing that is permeable.

90
91 vi. Be lead free and flame retardant.

92
93 d. Synthetic turf shall comply with all of the following installation standards and shall:

94 i. Be installed by a Florida-licensed general contractor in a manner prescribed by
95 the manufacturer.

96 ii. Be installed over a subgrade prepared to provide positive drainage and an
97 evenly graded, porous crushed rock aggregate material that is a minimum of three inches
98 in depth.

99 iii. Be anchored at all edges and seams consistent with the manufacturer's
100 specifications.

101 iv. Not have visible seams between multiple panels.

102 v. Have seams that are joined in a tight and secure manner.

103 vi. Have an infill medium consisting of clean silica sand or other mixture,
104 pursuant to the manufacturer's specifications that shall:

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- 105 a. Be brushed into the fibers to ensure that the fibers remain in an upright
106 position;
- 107 b. Provide ballast that will help hold the turf in place; and
- 108 c. Provide a cushioning effect.
- 109 (e) Synthetic turf shall comply with all of the following additional standards:
- 110 i. Areas of living plant material shall be installed and/or maintained in
111 conjunction with the installation of synthetic turf. Living plant material
112 shall be provided per the minimum code requirements.
- 113 ii. Synthetic turf shall be separated from planter areas and tree wells by a
114 concrete mow strip, bender board or other barrier with a minimum four-inch
115 thickness to prevent the intrusion of living plant material into the synthetic
116 turf.
- 117 iii. Irrigation systems proximate to the synthetic turf shall be directed so that
118 no irrigation affects the synthetic turf.
- 119 (f) Synthetic turf shall comply with all of the following maintenance standards and shall:
- 120 i. Be maintained in an attractive and clean condition, and shall not contain holes,
121 tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat
122 degradation or excessive wear.
- 123 ii. Be maintained in a green fadeless condition and free of weeds, debris, and
124 impressions.
- 125 (g) The following uses are prohibited:
- 126 i. Synthetic turf in the public rights-of-way or swales.
- 127 ii. Synthetic turf shall not be used as a screening material where screening is
128 required by the code.
- 129
- 130 (h) All uses of synthetic turf shall require a building permit. The building permit
131 application shall include, at a minimum, all of the following information:
- 132 i. A complete landscape plan showing the area of synthetic turf, area of living
133 plant material, and area and method of separation between these areas.
134 Minimum landscape requirements shall be required.
- 135 ii. Details regarding existing or proposed irrigation proximate to the synthetic
136 turf.
- 137 iii. Brand and type of synthetic turf, including all manufacturer specifications and
138 warranties.
- 139 iv. A scaled cross section and details of the proposed materials and installation,
140 including but not limited to subgrade, drainage, base or leveling layer, and infill.
- 141 v. A survey of the property with a signed affidavit from the property owner that
142 no changes have occurred since the date of the survey.

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- (i) Previously Installed Synthetic Turf. Within one year of the effective date of this Ordinance, all owners of property where synthetic turf has previously been installed shall submit proof satisfactory to the Town that the property is in compliance with this section. If the Town determines such proof of compliance satisfactory, the synthetic turf may continue to remain on the property. Failure to provide satisfactory proof of compliance with this section within one year of the effective date of this Ordinance shall constitute a violation of the Code and the property owner shall be required to immediately remove the synthetic turf.

Section 4. Town Code Amended. Section 90-88. – “Maintenance of Landscaped Areas” of the Surfside Town Code of Ordinances is hereby amended and shall read as follows¹:

Sec. 90-88. - Maintenance of Landscaped Areas.

* * *

- (1) An owner of land subject to this Code shall be responsible for the maintenance of said land and landscaping so as to present a healthy, vigorous and neat appearance free from refuse and debris. All landscaped areas shall be sufficiently fertilized and irrigated to maintain the plant material in a healthy and viable condition.

NOTE: All fertilizer shall be safe and environmentally friendly. Also, the applications shall conform to the manufacturer's specifications.

- (2) Three inches of clean, weed-free, arsenic free, organic mulch shall be maintained over all areas originally mulched at all times. Turfgrass shall be kept trimmed and/or mowed regularly to a height not exceeding eight inches above the ground. The use of mulch in swales or right-of-way is prohibited.

NOTE: If weeds, noxious grasses or underbrush are in excess of the eight inches; it too will need to be cut and the weeds, noxious grasses and underbrush removed and re-sodded if necessary.

- (3) Irrigation systems shall be maintained to eliminate water loss due to damaged, missing or improperly operating sprinkler heads, emitters, pipes and all other portions of the irrigation system.

- (4) Preserved and created native plant communities shall be maintained in a natural state without the use of mechanical equipment.

- (5) An owner is responsible to ensure that landscaping that has been required to be planted pursuant to this Code, or installed in compliance with the landscape requirements previously in effect, be maintained in Florida Grade One condition, including but not limited to single-family residences, multifamily, or business sites. If landscaping is found to be in a state of decline, dead, damaged, or missing, it must be replaced with equivalent landscape material. If total replacement is required, species conforming to this Code shall be used. If any preserved vegetation dies which is being used to satisfy current landscape code requirements, such vegetation shall be replaced with the same landscape material selected from nursery-grown native stock only.

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- (6) All trees shall be trimmed in accordance to Miami-Dade County tree preservation code. Any type of tree abuse/hatracking is prohibited within the Town.
- (7) Any trees and/or palms that are diseased (including dead palms with lethal yellowing) or trees and/or palms causing a possible safety hazard as determined by the town are considered to be a public nuisance. The town shall enforce the provisions of this section. Any property owner of any lot or parcel of land in the town shall promptly remove any such tree and/or palm after being notified by the town. The town is authorized and empowered to enter on any lot or parcel of land in the town at any reasonable hour for the purpose of inspecting such trees and/or palms.
- (8) Shrubs and hedges shall be maintained that such plant materials do not obstruct clear sight triangles and promote vehicular and pedestrian visibility. Also, hedges planted along property lines shall be maintained and trimmed to prevent branches from extending over and/or touching structures on adjacent properties.
- (9) Any plastic or similar artificial landscape materials shall be prohibited with the exception of seasonal holiday decorative displays of less than 60 days duration and synthetic turf as provided for in this Article VII. of Chapter 90. Synthetic turf shall be permitted with the exception that it shall not be counted towards the minimum landscaped area, buffers, foundation planting or landscape islands.
- (10) All property owners shall keep such property and the adjoining unpaved portions of the public right-of-ways, swales and bulkheads clean and free from any accumulation of garbage, trash, liter or debris.
- (11) All property owners with in the town shall not permit unattended vegetation upon the property, adjoining portions of the rights-of-ways, swales and canal banks.
- (12) All non-compliance with section of the ordinance shall be enforced in accordance with the Town's Code Enforcement Rules and Regulations.

* * *

Section 5. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 6. Inclusion in the Code. It is the intention of the Town Commission, and it is hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other appropriate word.

Section 7. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 8. Effective Date. This ordinance shall become effective upon adoption.

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.

PASSED and **ADOPTED** on first reading this 12th day of November, 2019.

PASSED and **ADOPTED** on second reading this _____ day of _____, 2020.

On Final Reading Moved by: _____

On Final Reading Second by: _____

FINAL VOTE ON ADOPTION:

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

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

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

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

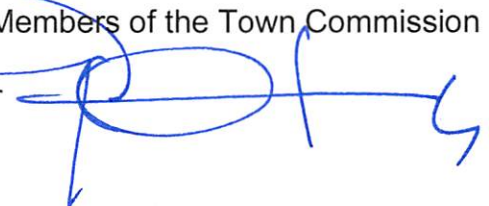
Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with highlighted ~~double strikethrough~~ and double underline.



MEMORANDUM

ITEM NO. 4B1

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

From: Guillermo Olmedillo, Town Manager 

Date: January 14, 2020

Subject: Ordinance that Amends 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 to be Consistent with the Collective Bargaining Agreement between the Town and Florida State Lodge Fraternal Order of Police for the Period October 1, 2019 through September 30, 2022

The Town and the Florida State Lodge Fraternal Order of Police ("FOP") entered into negotiations on June 5, 2019. Among other items, the parties collectively bargained changes to the "Retirement Plan for Employees of the Town of Surfside" (the "Plan"). The parties tentatively agreed to a three (3) year Collective Bargaining Agreement ("Agreement") wherein they adopted proposed pension changes, which addresses normal retirement eligibility, cost of living adjustment ("COLA") increases and the use of premium tax revenues received in accordance with Chapter 185, Florida Statutes. The FOP ratified the Agreement on December 5, 2019. The Ordinance, which is a codification of the proposed pension changes in the Agreement, was drafted by the Town Attorney's Office to confirm legal sufficiency.

The main revisions of the Ordinance are as follows:

- **Retirement Date.** Effective February 1, 2020, a police officer member may retire following the earlier of: reaching age 50 with at least twenty years of credited service; or upon reaching age 59 with at least 5 years of credited service; or the completion of 25 years of credited service, regardless of age; or upon the completion of 15 years and four months of service if hired on a full-time basis in March 2003. Currently, the pension ordinance sets the retirement date as the earlier of: reaching age 52 with at least twenty years of credited service; upon reaching age 62 with at least 5 years of credited service; or the completion of 25 years of credited service, regardless of age; or upon the completion of 15 years and four months of service if hired on a full-time basis in March 2003.

- **COLA.** For bargaining unit members who retire or enter DROP after January 14, 2020, their annual COLA benefit will increase from 1.5% to 2%.
- **Use of Premium Tax Revenues.** All accumulated excess premium tax revenues already received as of December 31, 2018 will be allocated to the special police retirement trust fund. Beginning January 1, 2019, all insurance premium tax revenues received annually by the Town will be used as follows:
 - \$18,309 shall be allocated and credited to the members' Share Plan accounts.
 - 50% of the difference between \$18,309 and the total received each year from the state shall be used by the Town to offset its pension contribution; and
 - 50% of the difference between \$18,309 and the total received each year from the state shall be allocated and credited to the members' Share Plan accounts.

It is recommended that the Town Commission approve the attached Ordinance, which amends the Plan in a manner consistent with the Agreement between the Town and the FOP.

Reviewed by YSM

Prepared by BS

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 OF THE TOWN CODE TO MODIFY THE NORMAL RETIREMENT DATE FOR POLICE MEMBERS; AMENDING SECTION 2-192 OF THE TOWN CODE TO MODIFY THE COST OF LIVING ADJUSTMENT MULTIPLIER FOR POLICE MEMBERS; CREATING A NEW SECTION 2-194 “USE OF PREMIUM TAX REVENUES” TO ADDRESS MUTUAL CONSENT AS TO HOW PREMIUM TAX REVENUES ARE USED; 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”); and

WHEREAS, the Retirement Plan was authorized under Chapter 185, Florida Statutes, to provide benefits for the Town’s police officers; and

WHEREAS, the Town and the authorized bargaining agent for the Town’s police officers and certain civilian employees, the Florida State Lodge Fraternal Order of Police (“Union”), negotiated a collective bargaining agreement (“CBA”) which is effective October 1, 2019 through September 30, 2020, addressing changes to the Retirement Plan relative to bargaining unit employees; and

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the Town and its employees to amend the Retirement Plan to comply with the terms agreed to by the parties in the CBA.

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Surfside:

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

reference:

Section 2. Section 2-176, Service retirement allowance, is hereby amended and to be read as follows:

- (a) *Normal retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:
- (1) For members who are police officers and retired on or before February 1, 2020:
- a. The attainment of age 52 and the completion of 20 years of creditable service; or
 - b. The attainment of age 62 and the completion of five years of creditable service; or
 - c. The completion of 25 years of creditable service.
 - d. The completion of 15 years and four months of service if hired on a full-time basis in March, 2003.
- (2) For members who are police officers and retire on or after February 1, 2020:
- a. The attainment of age 50 and the completion of 20 years of creditable service; or
 - b. The attainment of age 59 and the completion of five years of creditable service; or
 - c. The completion of 25 years of creditable service.
 - d. The completion of 15 years and four months of service if hired on a full-time basis in March, 2003.
- ~~(2)~~ (3) For members who are not sworn law enforcement officers:
- 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.
- ~~(3)~~ (4) For the town manager: The attainment of age 64 and the completion of 7 years of creditable service, who shall be deemed fully vested upon the completion of seven years of creditable service, notwithstanding any provision of this Code to the contrary.
- ~~(4)~~ (5) For the town attorney:
- a. The attainment of age 62 and the completion of 15 years of creditable service; or
 - b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

Section 3. Section 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

(a) The purpose of this subsection (a) is to provide a cost-of-living adjustment to the benefits payable to ~~retired members~~ who retired on or after January 1, 2004 through January 14, 2020 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.
- (2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for any fractional year in excess of one year as of an adjustment date.
- (3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.

(b) The purpose of this subsection (b) is to provide a cost-of-living adjustment to the benefits payable to bargaining unit members who retired or entered DROP after January 14, 2020 and their beneficiaries. On the first day of each January each year 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 two 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 two percent of said benefit.
- (2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for any fractional year in excess of one year as of an adjustment date.
- (3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.

(c) The purpose of this subsection (c) is to provide a cost-of-living adjustment to the benefits payable to non-bargaining unit members who retired or entered DROP after January 14, 2020 and their beneficiaries. On the first day of each January each year 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.

(2) To receive a cost-of-living adjustment hereunder, a retired member must have been retired for at least one year prior to the effective date of this section or at least one year as of an adjustment date. However, a cost-of-living adjustment shall be paid on a pro rata basis for any fractional year in excess of one year as of an adjustment date.

(3) For purposes of determining eligibility of a beneficiary for a cost-of-living adjustment hereunder, the retired member's date of retirement shall govern.

Section 4. Section 2-194, Use of premium tax revenues, is hereby created to read as follows:

(a) Commencing October 1, 2019, all insurance premium tax revenues received annually by the Town in accordance with Chapter 185, Florida Statutes, shall be utilized as follows:

(1) \$18,309 shall be allocated and credited to the members' Share Plan accounts, in a manner provided for under section 2-187;

(2) 50% of the difference between \$18,309 and the total received each year from the state shall be used by the Town to offset its pension contribution; and

(3) 50% of the difference between \$18,309 and the total received each year from the state shall be allocated and credited to the members' Share Plan accounts.

(b) All accumulated insurance premium tax revenues that have not been allocated as of December 31, 2018 shall be allocated to special police retirement trust fund, in the manner provided for under section 2-187.

Section 5. All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

Section 6. Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

Section 7. It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 8. This ordinance shall become effective upon final passage.

PASSED on first reading on the ____ day of _____, 2020.

PASSED AND ADOPTED on second reading on the ____ day of _____, 2020.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Vice Mayor Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Commissioner Barry Cohen _____

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



MEMORANDUM

ITEM NO. 4B2

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

From: Guillermo Olmedillo, Town Manager

Date: January 14, 2020

Subject: Repeal of Ordinance 2018-1694

Ordinance 2018-1694 was approved by the Town Commission on December 11, 2018. The ordinance increased the side setbacks to 20% as well as include the secondary frontage/corner setback to 20% for aggregated lots. The ordinance also limited the amount of square footage permitted on the second floor of an aggregated lot to no more than 64% of the first floor.

An aggregated lot is more than one lot of record, therefore the ordinance extended beyond a double lot and included any portion of a neighboring lot. Staff has found that there are over 120 lots with some type of assemblage throughout the single family district and most are not double lots. This resulted in a required 20 foot side setback for lots that could only be 55 feet in width.

The Town Commission and Planning and Zoning Board will be analyzing all concerns relating to single family development at a Special Meeting on January 28, 2020 where University of Miami's LU Lab will be modeling massing and encouraging a discussion on the vision of the single family district.

The Town Commission directed staff to prepare a repeal of Ordinance 2018-1694 as the Town discusses future modifications.

Reviewed by

Prepared by SSG

ORDINANCE NO. 2020-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING ORDINANCE NO. 2018-1694, WHICH AMENDED SECTION 90-45 "SETBACKS" OF CHAPTER 90 "ZONING" OF THE TOWN'S CODE OF ORDINANCES BY PROVIDING SETBACKS AND MAXIMUM SECOND STORY FLOOR AREAS FOR CERTAIN LOTS IN THE H30A AND H30B ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 11, 2018, the Town of Surfside (the "Town") Commission adopted Ordinance No. 2018-1694 amending Section 90-45 of the Town Code of Ordinances ("Code") to provide revisions to the setbacks and second story floor areas limitations for aggregated single family lots; and

WHEREAS, given recent consideration of the practical effects of the regulations adopted in Ordinance 2018-1694, including setback requirements of aggregated lots, the Town Commission desires to repeal Ordinance No. 2018-1694 and reinstate the provisions of Section 90-45 of the Town Code as it existed prior to the adoption of Ordinance No. 2018-1694; and

WHEREAS, the Town Commission finds that this Ordinance is in the best interests of the Town.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:¹

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

Section 2. Repeal. That Ordinance No. 2018-1694 is hereby repealed in its entirety. Section 90-45 of the Town Code shall be reinstated as it existed prior to the adoption of Ordinance No. 2018-1694 as follows:

Sec. 90-45. - Setbacks.

(a) *Massing:*

- (1) *Required massing—Generally.* The development of new single-family structures and additions to existing single-family structures shall abide by height and massing regulations.

¹ 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.

Massing regulations are based on the height of the structure and are delineated between (a) single and multi-story structures (b) new structures or additions to existing structures and (c) the ratio of area of the first story to the area of the upper stories.

The area of the upper stories (wall plane greater than 15 feet in height) for new structures and additions to existing single-story structures shall not exceed 80 percent of the area of the first story.

- (2) *Required Massing—New single-story structures and single-story additions to single-story structures in H30A and H30B districts.* The following table shall be utilized for new single-story structures and single-story additions to existing single-story structures (up to 15 feet in height) in both the H30A and 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
Interior side (lots over 50 feet in width)	10% of Frontage
Rear	20 FT
Secondary frontage (Corner only)	10 FT

- (3) *Required Massing—Single-family homes within the H30A and H30B districts.* For single-family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is less than 50 percent of first-story floor area. Where provided both the minimum and average setback shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS LESS THAN 50% OF FIRST STORY FLOOR AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	SETBACK

Primary frontage	Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)	Minimum 5 FT
Interior side (lots over 50 feet in width)	Minimum 10% of the frontage
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 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
Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	Minimum 10 FT
	Average 12.5 FT

- (4) *Required massing—New multi-story structures or multi-story additions.* For single-family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is 50 percent to 64 percent of first-story floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 50% TO 64% OF FIRST STORY AREA	PERCENTAGE
Maximum Lot Coverage	40%
FIRST STORY (UP TO 15 FT IN HEIGHT)	Setback
Primary frontage	Minimum 20 FT

Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
Interior side (lots over 50 feet in width)		Minimum 10% of the frontage
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 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)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of the frontage
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 15% of the frontage

Rear	Minimum 20 FT
	Average n/a
Secondary frontage (corner only)	Minimum 10 FT
	Average 15 FT

- (5) *Required Massing—New multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is 65 percent to 80 percent of first-story floor area.* For single family homes within the H30A and H30B districts, the following table shall be utilized for new multi-story structures or multi-story additions (additions greater than 15 feet in height) to existing single-story structures where the upper-story floor area is 65 percent to 80 percent of first-story floor area. Where provided, both the minimum and average setbacks shall be utilized.

H30A AND H30B UPPER STORY FLOOR AREA IS 65% TO 80% OF FIRST STORY FLOOR AREA		PERCENTAGE
Maximum Lot Coverage		40%
FIRST STORY (UP TO 15 FT IN HEIGHT)		SETBACK
Primary frontage		Minimum 20 FT
Interior side (lots equal to or less than 50 feet in width)		Minimum 5 FT
Interior side (lots over 50 feet in width)		Minimum 10% of the frontage
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
		Minimum 5 FT

	H30B - Wall length is equal to or less than 25% of the lot depth	Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 5 FT
		Average 10 FT
Interior side (lots greater than 50 feet in width)	H30A - Wall length is equal to or less than 20% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30A - Wall length is greater than 20% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
	H30B - Wall length is equal to or less than 25% of the lot depth	Minimum 10% of lot frontage
		Average n/a
	H30B - Wall length is greater than 25% of the lot depth	Minimum 10% of lot frontage
		Average 20% of the frontage
Rear		Minimum 20 FT
		Average n/a
Secondary frontage (Corner only)		Minimum 10 FT
		Average 20 FT

65

* * *

66 **Section 3. Codification.** It is the intent of the Town Commission that the provisions
67 of this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that the
68 sections of this Ordinance may be renumbered or relettered, and the word “ordinance” may be
69 changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to
70 accomplish such intentions.

71 **Section 4. Severability.** The provisions of this Ordinance are declared to be severable
72 and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be
73 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 14th day of January, 2020.

PASSED AND ADOPTED on second reading on the _____ day of _____, 2020.

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	_____

ATTEST:	_____
	Daniel Dietch
	Mayor

Sandra Novoa, MMC
Town Clerk

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

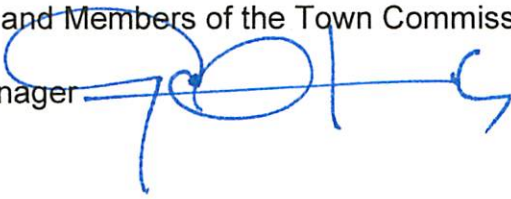
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney



MEMORANDUM

ITEM NO. 5A

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

From: Guillermo Olmedillo, Town Manager 

Date: January 14, 2020

Subject: Fraternal Order of Police Collective Bargaining Agreement

The Fraternal Order of Police (FOP) Local 135 has been representing the Town of Surfside bargaining unit members for over 15 years. Currently there are 32 members, including Police Officers, Detectives, Sergeants, and Communications Operators. The process which governs collective bargaining is established under Florida Statue 447.

The Town entered into negotiations with the FOP on June 5, 2019. The Town's bargaining team included: Town Manager Guillermo Olmedillo, Assistant Town Manager Duncan Tavares, Chief Julio Yero, Human Resources Director Yamileth Slate-McCloud, Captain John Bambis, Finance Director Jason Greene, and Town Attorney Brett Schneider. The FOP's bargaining team included: Officer / FOP President Tammy Campbell, Officer Loxley Arch III, and FOP State Representatives John Puleo, Mike Tucker, John Czech, and Vinny Castiglia. Three bargaining sessions were held. In addition, staff held one (1) Executive Session with the Town Commission.

The collective bargaining agreement includes:

- Three-year contract with no re-opener (October 1, 2019 – September 30, 2022)
- 2% Cost of Living Adjustment (COLA) added each year of the contract
- Changes to retirement age requirements for sworn personnel
- Retirement plan COLA increase from 1.5% to 2% for future retirees
- Agreement on the utilization of the Chapter 185 Premium Tax revenues

The approved FY 2020 budget provides sufficient funds to cover the cost of the adjustments for the FOP members retroactive to October 1, 2019.

The collective bargaining process was very respectful. While neither side emerged with all they wanted, both sides achieved sufficient outcomes to support bringing the agreement to their membership and to the Town Commission. The Town received notification that the FOP members ratified the agreement on December 5, 2019.

It is recommended that the Town Commission adopt the resolution approving the Collective Bargaining Agreement with the Fraternal Order of Police Local 135.

Reviewed by JDG

Prepared by YSM

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE AND THE TOWN OF SURFSIDE IN EFFECT FROM OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022; AUTHORIZING THE TOWN MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”) desires to ratify the Collective Bargaining Agreement (the “Agreement”) between the Town and the Florida State Lodge Fraternal Order of Police (the “Union”) for a bargaining unit of personnel in the police department in effect from October 1, 2019 through September 30, 2022 (a copy of the Agreement is attached hereto as Exhibit “A”); and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents and employees 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. Authorized and Approved. That the ratification of the Agreement between the Town and the Union in the form attached hereto as Exhibit “A” is hereby authorized and approved.

Section 3. Execution of Agreement. That the Town Manager is hereby authorized to sign the Agreement on behalf of the Town.

Section 4. Implementation. That the Town Manager is authorized to take all actions necessary to implement the Agreement.

Section 5. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this _____ day of January, 2020.

Moved By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Vice Mayor Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Commissioner Barry Cohen _____

Mayor Daniel Dietch _____

Daniel Dietch
Mayor

ATTEST:

Sandra Novoa, MMC
Town Clerk

AGREEMENT
BETWEEN
THE TOWN OF SURFSIDE, FLORIDA
AND THE
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE
October 1, 2019 through September 30, 2022

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PREAMBLE

THIS AGREEMENT is entered into by the Town of Surfside, Florida, hereinafter referred to as the "Employer" or "Town", and the Florida State Lodge Fraternal Order of Police, hereinafter referred to as the "FOP" or "Union", for the purpose of promoting harmonious relations between the Town and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 1.

RECOGNITION, STRIKES AND LOCKOUTS

1.1 The Town hereby recognizes the FOP as the sole and exclusive collective bargaining agent as to wages, hours and all other terms and conditions of employment for the following bargaining unit as certified by the Public Employees Relations Commission (PERC), Certification No. 1180, and Order No. RC-97-032:

INCLUDED: All employees in the classifications of Sergeant, Police Officer, Communications Supervisor and Communications Operator.

EXCLUDED: Chief of Police, Captain, Lieutenant, and all other employees of the Town of Surfside.

1.1.1. Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

1.2 There will be no strikes, work stoppages, slowdowns, boycotts, concerted failure, or refusal to perform assigned work or other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes, by the employees covered under this Agreement, and there will be no lockout by the Town for the duration of this Agreement. The FOP supports the Town fully in maintaining efficient operations. For the purposes of this clause, claimed illness by one-third (1/3) or more of the bargaining unit employees eligible for duty followed by claimed illness on the part of one-third (1/3) or more of those contacted as replacement personnel shall constitute prima facie evidence of concerted failure or refusal to perform.

1.2.1 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, concerted failure or refusal to perform assigned work or any other actions contained within the definition of a strike under Section 447.203(6), Florida Statutes may be disciplined or discharged by the Town, and the sole and exclusive jurisdiction to review such discipline or discharge shall be determined by the Town Manager.

1.2.2 The parties agree that the Town is responsible for and engaged in activities which are the basis of the health, safety and welfare of the citizens of the Town and the public at large. In the event of any violation of this Article by either a Town employee or a Union employee, official or representative, the Town shall be entitled to seek and obtain immediate injunctive relief in a court of competent jurisdiction and utilize any other legal remedies provided for in Section 447.507, Florida Statutes.

1.2.3 The Union, its officers and representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the strike prohibitions contained in Section 447.505, Florida Statutes and the Constitution of the State of Florida, Article I, Section 6, including the responsibility to remain at work and to publicly disavow the strike during any interruption which may be initiated by other employees covered by this Agreement, and to encourage and direct other employees that are violating this Article to return to work.

ARTICLE 2.

MANAGEMENT RIGHTS

2.1 The Town has and will continue to retain, whether exercised or not, the right to operate, manage and direct its operations and all, powers and authority, not officially relinquished, abridged or limited by the express provisions of this Agreement. The Town shall have the sole, unilateral and unquestioned right, responsibility and prerogative to manage the affairs of the Town and direct the work forces, including, but not limited to, the following:

2.1.1 To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town;

2.1.2 To establish or continue the mission, purpose, objectives, policies, practices and procedures for the conduct of the Town business, operation of the Police Department and other departments, and, from time to time, to change or abolish such policies, practices or procedures;

2.1.3 To discontinue processes or operations or to discontinue their performance by employees;

2.1.4 To select, determine and assign the number and types of employees required to perform the Town's operations, to meet the needs of the Town and the Department;

2.1.5 To employ, transfer, promote, demote, layoff, discipline, terminate, or otherwise relieve employees from duty for lack of work or for any legitimate reason when it shall be in the best interest of the Town or the Department;

2.1.6 To prescribe and enforce reasonable rules and regulations for the maintenance of ethical and professional standards, and for the performance of work, services to be offered to the public, control and discretion over the operation of the Police Department and its employees, the regulation of off-duty law enforcement duties for non-municipal employers and outside employment which could cause real or perceived conflicts of interest, or conduct which brings the Department real or perceived harm in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;

2.1.7 To ensure that the incidental police duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees;

2.1.8 To establish contracts or subcontracts for municipal operations, or Mutual Aid Agreements provided that this right shall not be used for the purpose or intention of undermining the union or of discriminating against its members. All law enforcement work customarily performed by the employees of the bargaining unit shall be continued, except for exigent circumstances, to be so performed unless in the sole judgment of the Town it can be done more economically or expeditiously otherwise. The above rights, responsibilities and prerogatives are inherent in the Town Commission and the Town Manager, by virtue of Statutory and Charter provisions and are not subject to delegations in whole or in part. Such rights may

not be subject to review or determination in any grievance or arbitration proceedings, but the manner of exercise of such rights may be subject to the grievance procedure in this Agreement.

2.2 The Union and the Town jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the Town, hereby agree that the interest of both employee and the Town will best be served by attaining maximum efficiency and productivity. Therefore, the parties shall use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The FOP agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

2.3 The Town shall provide the Union written notice of its intent to subcontract law enforcement services. In the event that law enforcement services are subcontracted by the Town, the Town shall use its best efforts to have the subcontractor employ existing bargaining unit employees.

ARTICLE 3.

NON-DISCRIMINATION

3.1 The Town agrees not to interfere with the rights of employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the Employer because of Union membership or non-membership, or because of race, creed, color, sex, religion, national origin or marital status; provided that applicable anti-nepotism laws shall remain supreme.

ARTICLE 4.
DUES DEDUCTIONS

4.1 Upon receipt of a voluntary written individual notice from any of its employees, on a form provided by the Union, the Town will deduct from the pay due such employee those dues and assessments required to retain FOP membership.

4.2 The Union agrees to indemnify, defend and hold the Town harmless against any and all claims, suits, orders or judgments, brought or issued against the Town as a result of any action taken or not taken by the Town under the provisions of this Article.

ARTICLE 5.

UNION REPRESENTATIVES

5.1 Two (2) members of the Union shall be granted time off without loss of pay up to as much time that is needed to attend the negotiating sessions, mutually set, to renegotiate this Agreement.

5.2 The Town agrees to allow the Union and its representatives reasonable access to the Town Hall for the conduct of Union business provided that a room is available and the Union provides the Town Manager with reasonable written notice prior to such use.

5.3 The Town will permit accredited representatives of the Union, whether state, regional or national, to have reasonable access to the premises of the Town at any time during working hours to conduct Union business with individual members, with prior approval of the Chief of Police, if such visits will not disrupt normal work production. No Union related activity, meeting, solicitation of other employees, distribution of literature or business shall be discussed with on-duty personnel, or within Town facilities without prior written approval of the Chief of Police or his/her designee on a case by case basis so long as such business does not disrupt the work place.

ARTICLE 6.

SERVICES TO THE UNION

6.1 The Town agrees to furnish the Union's primary representative copies of all current police department rules and regulations and all memoranda pertaining thereto. The Town will make a copy of this contract available to the Union via a link on the Town's website. The Union agrees to provide a copy of this Agreement to all employees who are members of the bargaining unit.

6.2 The Town will furnish the Union with sufficient bulletin board space for Union notices in the Police Department building. The bulletin board shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. The Union shall only post written material or any material that is in good taste on such bulletin board. All routine notices of meetings, social events and other official Union business shall be sent to the Chief of Police or his/her designee at the same time the Union posts such materials.

6.3 Subject to the prior written approval of each member and as not otherwise prohibited by Chapter 119, Florida Statutes, the Town will provide the Union, on an annual basis, a complete roster of the bargaining unit including name, rank, address, telephone number, present assignment, and current pay scale.

ARTICLE 7.

CONFIDENTIAL RECORDS/PERSONNEL FILES/LOCKER INSPECTION

7.1 Except as otherwise required by law, or pursuant to Court order or the request of an appropriate governmental agency, the home address, telephone number and any photographs of a law enforcement officer or his/her Police Department personnel file shall be kept confidential and shall not be released to anyone without the consent of the employee, except where a photo identification of employee(s) may be required for a formal complaint or Internal Affairs investigation. If, however, the Town believes it is following the state law in good faith, or is acting on advice of the Town Attorney, the actions taken by the Town in connection with this section shall not be subject to arbitration.

7.2 It shall be the right of any employee to inspect and copy his/her Police Department personnel record, and such shall be available for their inspection during normal office hours.

7.3 Portions of personnel records which are exempt from inspection by state or federal law shall be kept confidential and only appropriate Town employees having an official need to know shall be granted access to such records.

7.4 The Town agrees to allow an employee, within thirty (30) calendar days of the date that a document is placed in his/her personnel file, to have included in their personnel file a written and signed refutation, based upon facts, (including signed eyewitness statements) of any material the member considers to be detrimental. Unless exempted under Chapter 119, Florida Statutes, the refutation is a public record subject to the Public Records Act.

7.5 All complaints, reprimands, other records of disciplinary actions, and all other disparaging items against each employee shall not be placed in an employee's personnel file until the employee has received a copy in advance. Failure by the Town to comply with this shall be grievable.

7.6 The Town retains the right to inspect and search issued property and equipment and all Town property. Whenever possible, the employee should be present when a department assigned locker is entered. If the employee is not present, the locker should be entered by a person with proper authority and be witnessed by another employee. The person entering the locker will complete a simple form in duplicate which states the date, time, name of persons entering locker, name of person assigned locker, and reason for such action. One copy shall be left in the locker and the other shall go to the departmental files, after review by the Chief of Police, who shall initial the form. In the event of a shift level investigation or internal affairs investigation these provisions may be waived by the Chief of Police (or designee) and the entering of the department assigned locker shall be documented in the appropriate investigative report.

ARTICLE 8.

SENIORITY AND LAYOFF

8.1 Seniority shall consist of full-time active continuous accumulated paid service with the Department. Department Seniority shall be computed from the date of appointment. However, Seniority in rank shall always supersede seniority in service for purposes of benefits or entitlements under this contract. Seniority shall accumulate during absences because of vacation, military leave or other authorized leave. Seniority will not accrue for time an employee is relieved of duty without pay, suspended, and on unpaid leave of absence. Such seniority shall govern the following:

8.1.1 In the event of a layoff for budgetary reasons, employees shall be laid off in the inverse order of their seniority in their rank. Any employee to be laid off who has advanced to a rank above police officer shall be given a position in a lower rank according to his/her total seniority with the Department. The Town Manager has the right to deviate from this procedure to retain employees with special skills or capabilities essential to the Town.

8.1.2 Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification until all employees on layoff status on the callback list in that classification have had an opportunity to return to work. Employees will be notified by certified mail with delivery confirmation to their home address of record and shall be given twenty-one (21) calendar days to return to work, or be stricken from the list. An employee who has not been stricken from the list will be kept on the callback list for one (1) year. After this period, the Town will no longer be obligated to request that this employee be returned to Town employment.

8.2 Selection of days off shall be by seniority provided the Town's operational needs have been satisfied. Within ten (10) business days of an employee's request to change or modify the employee's selected days off, the Town shall provide the employee with a written response to the employee's request.

8.3 The Chief of Police shall determine how many employee(s) the Town needs for each shift assignment. Selection of shift assignments shall be by seniority only for those officers with full duty status at the time of shift bid provided the Town's operational needs have been satisfied. Officers not on full duty status must wait until next shift bid for seniority to be considered. Within ten (10) business days of an employee's request to change or modify the employee's shift assignment, the Town shall provide the employee with a written response to the employee's request.

ARTICLE 9.

RIGHTS OF EMPLOYEES IN INTERNAL INVESTIGATIONS

9.1 The following are the rights of employees subject to an internal investigation:

9.1.1 The Internal Affairs investigator will keep employees informed as to the nature of the investigation when they are questioned or interviewed concerning a complaint or allegation and to inform them if they are the subject of the investigation or a witness prior to any interview. Employees who are the subject of an investigation will be informed before being required to answer questions orally in a formal Internal Affairs investigation that they have the right to have legal counsel and/or a FOP representative present.

9.1.2 Prior to any sworn statement being taken from a law enforcement officer, the officer under investigation shall be informed in writing of the nature of the investigation and the name of the complainants immediately prior to the commencement of the proceedings.

9.1.3 Any disciplinary action initiated against an officer must be specific and clearly drawn and state a violation of law, Town rules and regulations, and/or Departmental rules, regulations, directives and orders.

9.1.4 The Town agrees to promptly furnish any employee with two (2) copies of any disciplinary action report against him/her prior to disciplinary action being taken against him/her.

9.1.5 The employee may, if he/she so requests, receive a copy of his/her written or recorded statement.

9.1.6 The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Chief of Police within ten (10) working days of the date on which the investigation is concluded and the final decision is made.

9.1.7 The written Internal Affairs Investigation shall include a finding of facts, and a conclusion, a copy of which shall be provided to the employee concerned prior to any disciplinary action; or if none, then within thirty (30) days.

9.1.8 In cases where management chooses to suspend or relieve an employee from duty, who has not been charged criminally pending an investigation or other administrative action, the employee will remain on full salary allowance and shall not lose any benefits during this period of time.

9.1.9 The Chief of Police upon review by the Town Manager, may immediately suspend an employee without pay and benefits who has been indicted by any grand jury or upon criminal charges being filed against him/her by any prosecuting official.

9.1.10 Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, shall not release a photograph or home

address of an employee under investigation without the employee's written permission and the approval of the Town Manager.

9.1.11 No employee shall be required to submit to any device designed to measure the truthfulness of his/her responses during questioning.

9.1.12 Nothing in this Article shall apply to situations where an employee is requested to submit and/or clarify a written incident or activity report as part of his/her routine duties.

ARTICLE 10.

SHIFT EXCHANGE, SUBSTITUTIONS AND MINIMUM STAFFING REQUIREMENTS

10.1 Whenever possible, the Town will notify the employee at least ten (10) days in advance of any contemplated change in an employee's status, i.e. transfer, reassignment or normal change in shift, except in cases of manpower shortage or other exigent circumstances in the Department.

10.2 Upon application to the Chief of Police, shift exchanges will be arranged provided:

1. The shift exchange does not interfere with the regular and efficient operation of the Department; and
2. A fellow employee, satisfactory to the Chief of Police, like rank and experience volunteers for the exchange; and
3. It is requested and approved sufficiently in advance so as not to work a hardship on either the employee or the Town; and
4. The shift exchange will not impact the Department's overtime budget; and
5. The reciprocal shift exchange shall occur within thirty (30) days.

10.3 With the exception of specialized units all shifts shall have a minimum staffing requirement of one (1) Supervisor, two (2) Police Officers, and one (1) Communications Operator. In the event that staffing does not meet the above requirements, the supervisor shall make a reasonable effort to contact personnel to meet the minimum staffing requirements. No grievance shall be filed under Article 15 of this agreement if the supervisor is unable to attain the minimum staffing requirements.

ARTICLE 11.

VEHICLES, EQUIPMENT AND SAFETY STANDARDS

11.1 The Town and members of the bargaining unit will work together to make a reasonable effort to ensure that the Department's equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in Article 2. Employees will make a conscientious effort to maintain a safe working environment. It is recognized that law enforcement is a hazardous occupation with inherent risks which can be minimized, to an extent, but not eliminated entirely.

11.2 Within the limits imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner in accordance with Departmental Rules and Regulations.

11.3 Whenever an employee is authorized in advance, to use his/her own vehicle in the performance of his/her official duties, he/she will be compensated at the current Internal Revenue Service mileage rate.

11.4 Normally before any marked patrol pursuit equipped vehicle is assigned to an officer, it must have the following equipment in working order: emergency lights, siren, loud speaker, two-way mobile radio, first aid kit, and cages, all to be checked by the law enforcement officer assigned to the car.

11.5 All non-probationary sworn bargaining unit Police Officers and Sergeants who reside within 50 miles from Town Hall in Miami-Dade, Broward or Palm Beach Counties shall be issued a take home vehicle as such vehicles become available in order of seniority.

11.5.1 Police Officers and Sergeants who are issued a take home vehicle will be required to pay a per pay period maintenance fee of \$27.50 if they reside within zero (0) to ten (10) miles from Town Hall, \$37.50 if they reside over 10 miles up to 20 miles from Town Hall, \$47.50 if they reside over 20 miles up to 30 miles from Town Hall, \$57.50 if they reside over 30 up to 40 miles from Town Hall, and \$67.50 if they reside over 40 miles from Town Hall. Distances shall be determined by Google maps from Town Hall 9293 Harding Avenue to member's residence, selecting the shortest distance. Detectives and Detective Sergeants who are issued a take home vehicle will not be required to pay a pay period maintenance fee. Police Officers and Sergeants who reside within the town's jurisdictional limits are not required to pay the pay period maintenance fee.

11.5.2 The take home vehicles shall only be used to and from work or any function within the scope of an employee's official duties and is considered ordinary and necessary for Town business purposes.

11.5.3 Any non-probationary sworn bargaining unit Police Officer or Sergeant who lives in the Town's limits may use the take home vehicle for minimum purposes within the Town's geographic boundaries. Family members are prohibited from riding in the vehicle unless authorized by the Chief of Police or his/her designee.

11.5.4 Any non-probationary sworn bargaining unit Police Officer or Sergeant whose take home vehicle is unavailable due to maintenance, repairs or damage shall receive a replacement vehicle until the maintenance and/or repairs are completed.

11.5.5 Vehicles determined by the Town to be unsafe to drive will be taken out of service.

ARTICLE 12.

TRAINING

12.1 The Town agrees that bargaining unit employees should be fully informed on any material which falls within the enforcement responsibility of the Employer. Therefore, the Department shall be responsible to convey information it receives regarding Town and County ordinances and State Statutes to the employees.

12.2 The Town shall attempt to provide a minimum of forty (40) equivalent hours training per year (e.g., commission approved continuing training or education, video tapes, computer-based-training, periodicals) for the purpose of improving the performance of bargaining unit employees, aiding bargaining unit employees to equip them for advancement to higher positions and greater responsibilities, and performing service rendered to the public.

12.3 Where the Department requires an employee to attend weapons training or qualify with his/her firearm, the Town will make reasonable efforts to facilitate the employee attending the firearms range during his/her normal working hours. In the event the Department is unable to schedule the employee to attend the firing range during his/her normal working hours, the employee shall be required to attend the firing range during his/her off-duty hours; provided, however, that the actual time spent by the employee in acquiring such training during his/her off-duty hours shall be compensated in accordance with Article 21, "Hours and Overtime." Every Sworn member of the Department will maintain their proficiency with assigned firearms as set forth by the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC). Each employee shall take firearms proficiency tests as scheduled by the Department. An employee whose test does not initially meet the FDLE-CJSTC standard shall be provided the opportunity to retest on the same day as

the initial test. If the employee does not meet the FDLE-CJSTC standard on the second attempt the Firearms Instructor shall notify the Chief of Police via the chain of command and relieve the employee of their firearm. The employee shall be assigned to an appropriate position not requiring the use of a firearm until a third attempt to meet the FDLE-CJSTC standard is scheduled. The third test will be scheduled within forty-five (45) days from the date of the original test. If the employee does not meet the FDLE-CJSTC standard on the third test, then the employee will remain assigned to an appropriate position not requiring the use of a firearm until a remedial training session (40 hours maximum) can be scheduled. If the employee does not meet the FDLE-CJSTC standard after the remedial training session then the employee shall either be transferred to a non-sworn classification or the employee may be terminated by the Town. The decision by the Town to terminate an employee under this Section shall be grievable to the Town Manager.

12.4 Where the department requires any employee to attend supervisory training and/or training in specialized police techniques, the department will make reasonable efforts to facilitate the employee attending such training during his/her normal working hours. In the event the department is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 21 "Hours and Overtime."

12.5 In the event that an employee requests to be sent to a job-related training program with the approval of the Chief of Police or his designee, on his/her own time, the Town agrees to reimburse the employee for the full tuition of such training program upon presentation of proof of successful completion. The Town will make a reasonable effort to adjust an employee's shift

to accommodate the training program schedule; provided, however, that not more than one such adjustment shall be in effect at any one time.

12.6 The Employer shall send out notices of training that the Employer deems appropriate for the Department. The Town will make a good faith effort to provide the Union's primary representative with a copy of all notices relative to training.

ARTICLE 13.
PROMOTIONS

13.1 Whenever the Town Manager determines that a promotional vacancy exists in a sergeant classification, the Town shall, within thirty (30) working days of the date on which the Town Manager determines that such promotional vacancy exists, fill such vacancy from an existing eligibility list. Any promotional testing for such vacancy shall be completed within one hundred and twenty (120) days from the date on which the Town Manager determines that such promotional vacancy exists.

13.2 The Town will announce sergeant examinations at least thirty (30) days in advance of said examinations. The Town will list the areas which the examination will cover and the sources from which the examination is drawn. The Town will provide a list of reference material that is available commercially.

13.3 The sergeant examination shall be restricted to present non-probationary Police Officers, with not less than three (3) years sworn full-time service in this Department and an overall rating on each of their previous two (2) yearly evaluations of "Good" (score of 3) or higher in order to take the Sergeant's test. Seniority for the purpose of the sergeant examination shall be calculated from the date of appointment as Surfside Police Officer to the date of sergeant examination and be in conformance with the provisions of section 8.1 of this contract. Notwithstanding the above-referenced provision, if an employee has served in another law enforcement department as a sworn officer for at least two (2) years, the Chief of Police may waive up to twelve (12) months of required employment with this Department. In addition, if an

employee has at least a Bachelor's degree from an accredited university or college, an advanced degree in an area approved by the Florida Department of Law Enforcement Criminal Justice

Standards and Training Commission from a recognized institute of higher learning or has served in the United States military for a minimum of two (2) years with an honorable discharge, the Chief of Police may waive up to one (1) year of the required employment with this Department. Promotional candidates shall only be awarded one of the above listed waivers.

13.4 At the time a new sergeant examination is given, all eligible employees who wish to be on the new list must take the examination. No employee will be placed on the new list as a result of previous test scores.

13.5 The Town shall give a sergeant's examination when the Chief of Police deems necessary.

13.6 The sergeant's examination will consist of an assessment center evaluation and/or written examination worth ninety-five percentage points (95%); and seniority worth five percentage points (5%). Employees must have a minimum passing score of seventy (70%) percent including seniority points in order to be placed on the eligibility list.

13.7 A list of eligible candidates will be compiled in the order of their final cumulative score. All employees will be notified of their score.

13.8 Promotions shall be based on the rule of three (3). Accordingly, the Chief of Police may, in its sole and exclusive discretion, promote officers from the top three (3) names on the list. After each promotion, the top three (3) names on the sergeant promotional eligibility list

will be considered for the next sergeant's promotional position, if a sergeant's position opening becomes available. In the event a sergeant promotional eligibility list falls below three (3) names, or if an eligibility list is comprised of less than three (3) names, the Town Manager (or Police Chief) may, in its sole discretion, promote from the eligibility list or deem the list expired. The eligibility list will remain active for a one (1) year period from the date the list was published.

13.9 The assignment of an acting sergeant shall be at the discretion of the Chief of Police.

13.10 Sergeants promoted to Lieutenant shall have one year from promotional date to return to the rank of Sergeant. If this occurs, the Sergeant will go back to the seniority earned as Sergeant.

ARTICLE 14.

LABOR MANAGEMENT COMMITTEE

14.1 The Union may request the formation of a Labor Management Committee which will consist of members of the Union and management. (The number to be decided by mutual consent.) The function of the committee shall be to meet as needed, to confer and recommend resolutions of problems related to employee relations in the administration of the Agreement; to explore ideas for the improvement in systems, schedules, procedures, and equipment; and to seek methods for improvement of personnel training, development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave, time provided that adequate and necessary protection to the Town is also being furnished. Only those employees who are on regular duty at the time of the meeting will be compensated. The meeting will be informal in nature. Any issue requiring the attendance of attorneys, public hearings or recorded minutes will not be considered under this Article.

ARTICLE 15.
GRIEVANCE AND ARBITRATION PROCEDURE

15.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement, as well as to address all disciplinary matters.

15.2 To simplify the grievance procedure, the number of "working days" in presenting a grievance and receiving a reply from different levels or steps shall be based on a forty (40) hour, five (5) day work week, Monday through Friday, excluding the holidays listed in Article 18.

15.3 A grievance shall be defined as an alleged violation or disagreement involving interpretation and/or application of specific terms of this Agreement. In accordance with Section 447.401, Florida Statutes, covered employees shall have the option of either utilizing this grievance procedure or utilizing an unfair labor practice procedure, but not both. Eligible employees may file a grievance whether or not they are dues-paying members of the Union.

15.4 A written reprimand shall be accompanied by copies of any supporting documents, memos, tape recordings and/or complaints, if any, which form the foundation for the issuance of the written reprimand.

15.5 No employee shall be disciplined without just cause.

15.6 Effective upon the execution of this Agreement, grievances shall be processed in accordance with the following procedures set forth below. Failure of the Town to respond to the grievance within the time limits set forth below shall entitle the employee or union to proceed to the next step in the grievance process. The time limits may be extended by mutual written agreement.

Step 1: The aggrieved employee shall discuss the grievance with the Chief of Police or his designee within ten (10) working days of the occurrence which gave rise to this grievance. The Union representative may be present to represent the employee. The Chief of Police or his designee shall attempt to adjust the matter and/or respond to the employee within ten (10) working days.

Step 2: If, after a thorough discussion with the Chief of Police or his designee, the grievance has not been satisfactorily resolved, the aggrieved employee and/or the Union representative shall reduce the grievance to writing and present such written grievance to the Town Manager within ten (10) working days from the time the Chief of Police or his designee's response was due in Step 1. The Town Manager shall meet with the employee and/or the Union representative within ten (10) working days. The Town Manager shall respond in writing ten (10) working days from the date of the meeting.

Step 3: For grievances concerning interpretations of this Agreement, terminations, suspensions, and employee demotions, the Union may appeal the Town Manager's decision at Step 2 by submitting a written demand for arbitration to the Town Manager no later than ten (10) working days after the rendering of the Town Manager's decision.

It is the Union's responsibility to request an arbitration panel under Section 15.7.2 below, within ten (10) days thereafter. The time limits in Steps 1 through 3 may be waived or extended only by mutual agreement between the parties.

15.7 At the arbitration hearing, the aggrieved employee may be accompanied by his/her Union representative. The arbitrator shall have access to all written documents and audio statements pertaining to the grievance. The arbitrator shall render his/her decision within ninety (90) days unless there has been a mutual agreement otherwise between the parties. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

15.7.1 Arbitration. An individual employee may only proceed to arbitration with the consent of the union

15.7.2 Appointment of Arbitrator: The arbitrator may be an impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the union request for arbitration; the union shall request a list of seven (7) potential arbitrators from the Federal Mediation and Conciliation Service (hereinafter, "FMCS"). Within ten (10) calendar days of receipt of the list the parties shall alternatively strike a name with the Town striking first. The remaining name on the FMCS list will be the mutually selected arbitrator.

15.7.3 Powers of the Arbitrator: The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues submitted. The arbitrator shall limit his/her decisions to the application and interpretation of the disputed provisions of the

Agreement, and shall not be such as to directly or indirectly cause modifications, amendments, additions to or subtractions from the Agreement.

15.7.4 Cost of Arbitration: The costs for the list, service, travel and accommodations of the arbitrator shall be equally shared by both parties to this Agreement.

ARTICLE 16.

LEGAL SERVICES

16.1 The Town will undertake the defense of employees against any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the bargaining unit for an act or omission arising out of and in the scope of the bargaining unit member's employment or function, unless, in the case of a tort action, the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety or property and shall file proper and appropriate counter suits, providing that such suit arose out of actions by the employee in the line of duty.

16.2 The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the bargaining unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such bargaining unit member deprived another person of his/her rights secured under the Federal Constitution or Laws.

16.3 Any attorney's fees paid from Town funds for any employee who is found to be personally liable by virtue of acting outside the scope of his/her employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the Town in a civil action against the employee.

ARTICLE 17.

EDUCATIONAL ASSISTANCE AND INCENTIVE

17.1 The Town, in its efforts to encourage its police personnel to acquire a greater knowledge of the more complex areas of the social system today, agrees to reimburse seventy five (75) percent the cost of tuition (not to exceed three courses per term) when the employee receives a grade of "A" and one-half (1/2) the cost of tuition (not to exceed three courses per term) not otherwise reimbursed by the L.E.A.A. for educational courses in which the employee receives a grade of "C" or "B" or a satisfactory completion if no grade is given.

17.2 The course must be from an accredited public or private institution and must equip the officers for the performance of the particular job and/or position in which they are employed. Reimbursement for a course at a private institution shall be limited to the rate that the course would cost at a State of Florida public institution.

17.3 Subject to budgetary provisions, the Town Manager shall have the authority to approve those employees who are to participate in such courses and to approve the institution.

17.4 Courses must be taken for academic credit toward a degree. Any employee who receives a tuition reimbursement under this Article shall remain employed by the Town for a minimum of twelve (12) months from the date of completion of any course for which the Town has provided the employee a reimbursement. If the employee voluntarily leaves the employment of the Town prior to expiration of this time period, the employee shall repay the Town all tuition reimbursements received in the prior twelve (12) months.

ARTICLE 18.

HOLIDAYS

18.1 The Town recognizes the following paid holidays for bargaining unit employees:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day (July Fourth)
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day

18.2 Full-time employees whose day off coincides with such holidays shall receive eight (8) or, ten (10), or twelve (12) hours of compensatory time depending upon assignment, subject to the limitations and requirements in Article 21.

18.3 Full-time employees who are required to work on a holiday shall have the option of receiving an additional eight (8) or, ten (10), or twelve (12) hours of compensatory time or pay depending upon assignment, subject to the limitations and requirements in Article 21.

18.4 In addition to the holidays listed in Section 18.1, the employee shall be entitled to take twenty-four (24) hours for personal day off. The employee must use his/her personal day before the end of the calendar year in which it was earned. There shall be no carryover or payout of this personal day from one calendar year to the next. If, due to operational necessity, the Town prevents an employee from taking the personal day off before the end of the calendar year the unused personal day will be carried over to the new year. The unused personal day must be used within 30 days or be forfeited.

ARTICLE 19.

WAGES

19.1 . Effective October 1, 2019, October 1, 2020 and October 1, 2021 bargaining unit members will receive a two percent (2%) cost of living adjustment.

19.2 Effective October 1, 2016, bargaining unit members shall be paid in accordance with the pay plans attached as Addendum B. The parties agree that the Town may hire an officer at Step 1, 2 or 3 or pay a bonus to a new officer in order to attract new talent.

19.3 Effective October 1, 2016, bargaining unit members who are not topped out, will continue to advance in their respective pay plans on their respective anniversary date.

19.4 The starting salary for a police officer promoted to the rank of sergeant shall be in accordance with Addendum B to this Agreement.

19.5 A police officer assigned to work as an acting sergeant will receive out of class pay equal to an additional 10% of the Police Officer's base salary during the police officer's assignment as an acting sergeant.

19.6 An employee assigned to work as a detective, Neighborhood Resource Officer (NRO), motorcycle officer, K-9 officer or Field Training Officer (FTO) will receive pay equal to an additional 5% of the employee's base salary during the employee's actual assignment as a detective, motorcycle officer, K-9 officer ,Field Training Officer (FTO), Field Training Supervisor, or during a SWAT call out.

However, an employee is only permitted to receive one 5% additional pay at any given time regardless of how many different assignments that employee has at such time.

19.7 Any member regularly assigned to the working hours 1900 -0700 shall receive a shift differential of 3% of the employee's base salary.

19.8 Employees are entitled to receive longevity pay beginning in their 7th year of continuous uninterrupted employment with the Town in the amounts set forth below. Effective after ratification of this Agreement, employees who become eligible for longevity pay as set forth in the longevity schedule below will receive the longevity pay to which they are entitled in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after each such employee becomes eligible for said payment. For example, assuming this Agreement is ratified on October 1, 2019, an employee who reaches his/her 6th anniversary of uninterrupted Town employment on October 15, 2019 (and thus commences his/her 7th year of employment with the Town on that date), will receive \$1,000 of longevity pay in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after October 15, 2019.

<u>YEARS OF SERVICE</u>	<u>ANNUAL STIPEND</u>
Beginning of 7th year	\$1,000.00
Beginning of 11th year	\$1,500.00
Beginning of 15th year	\$1,750.00
Beginning of 20th year	\$2,000.00

19.9 Members shall receive a stipend in the amount of \$300 per year (during the month of October) in recognition for obtaining and maintaining Accreditation Status by the State Commission for Florida Law Enforcement Accreditation

ARTICLE 20.

SPECIAL WAGE PROVISIONS

20.1 Back Pay - An employee shall be entitled to recover, as soon as possible, without penalty to the Town of Surfside, funds due him/her by reason of errors in the implementation or administration of the Town's pay plan and other applicable regulations affecting pay.

20.2 Insofar as it is practical to do so, except for final vacation or sick leave pay out, if any, all wages, overtime and supplemental payments due to employee will be furnished in one (1) paycheck.

20.3 The Town will continue to offer the Internal Revenue Service Section 125 (Pre-tax) payroll deduction program to include health insurance, dental insurance, and disability insurance premiums, the payments of which will be deducted from an employee's paycheck at his/her discretion.

20.4 Pensionable Wages means the basic salary or wages, including longevity, and deferred compensation under section 457 of the Internal Revenue Code, paid by the town to an employee, but excluding bonuses, overtime or any other nonregular payments.

ARTICLE 21.

HOURS AND OVERTIME

21.1 The regular work week for each full-time employee shall consist of forty (40) hours per week. A work week is defined as 12:01 am Monday thru midnight Sunday. Employees exceeding forty (40) "hours worked" in any week shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act ("FLSA") or the employee shall have the option of receiving compensatory time at time and one-half. For the purpose of this Article "hours worked" shall have the meaning as defined by the FLSA.

21.1.1 Employees may earn up to a total of two hundred and sixty-eight (268) hours of compensatory time, but may replenish the bank throughout the year. Subject to operational needs as determined by the Chief of Police or his designee, each employee may choose the option of being paid the remaining compensation bank balance on the last payroll of the fiscal year at the existing pay rate or continue the current balance of the compensation bank to the next fiscal year. Compensatory time off shall not be unduly denied.

21.1.1.1 Employees who are normally assigned to a 12-hour workday and work eighty-four (84) hours per pay period shall earn overtime for all hours worked in excess of eighty-four (84) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, Kelly leave, Bereavement leave, Jury Duty leave, Contractual Personal Leave Days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but

paid absences for other annual leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.2 Employees who are normally assigned to an eighty (80) hour per pay period schedule shall earn overtime for all hours worked in excess of eighty (80) hours in a pay period. Overtime compensation will not be paid, unless the normal pay period is actually worked in full or substituted by annual leave, military leave, compensatory leave, holiday leave, administrative leave, Kelly leave, Bereavement leave, or Jury Duty leave, Contractual Personal Leave Days, or approved shift swaps. It is understood and agreed that paid absences for sick leave and disability leave shall not be included as part of the normal pay period work hours for purposes of computing eligibility for overtime payment, but paid absences for other annual leave types will be included as part of the normal pay period hours worked for purposes of computing eligibility for overtime payment.

21.1.1.3 All hours worked by an employee outside his/her regular schedule during a declared State of Emergency in Miami-Dade County or during a Critical Incident as determined by the Chief of Police or his designee shall be paid at the employee's premium overtime rate.

21.1.1.4 In the computation of work hours constituting the normal work week period, or work hours during a pay period, or overtime hours, the time spent by employees on Extra-Duty Jobs or authorized Secondary Employment shall not be included.

21.1.2 Employees will have the option of utilizing up to forty (40) hours of accrued compensatory time for the purpose of extending annual leave subject to the Chief of Police approval.

21.2 Shift rotation will be by seniority in rank and shall occur every six (6) months and will take effect during the months of October and April each year at the beginning of a biweekly payroll period. When shift rotation occurs, no employee shall be forced to work a continuous shift beyond a normal eight or twelve hours except during a declared emergency.

21.3 Shift assignments will be based upon operational needs, in accordance with Article 10, and shall not be punitive in nature.

21.4 When it is necessary for the Employer to require the employee to return to work, not on his/her assigned shift or not contiguous with his/her scheduled workday, the Employer agrees to compensate the employee for a minimum of three (3) hours pay at one and one-half times the employee's regular hourly rate of pay. When it is necessary for the department to require an employee to report to work directly before his/her scheduled workday or to work beyond the scheduled end of the employee's workday, the employee shall be compensated in accordance with the provisions of the FLSA.

21.5 For mandatory court appearances during off-duty hours related to an employee's employment with the Town, employees shall be provided with pay at the rate of one and one-half times the employee's regular hourly rate for such court appearances, with the following minimum hourly guarantees in accordance with section 21.1.1. and 21.1.12.21.5.1 During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed. However,

if the employee's first court appearance begins within one (1) hour of the start of the employee's shift or within one (1) hour of the end of the employee's shift, a minimum of two (2) hours per day shall be guaranteed.

21.5.2 For the employee's second off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 above applies, an additional two (2) hour minimum shall apply.

21.5.3 For the employee's third off-duty appearance in the same day which does not occur within the time period for which the minimum guaranty under 21.5.1 or 21.5.2 above applies, an additional one (1) hour minimum shall apply.

21.6 Any employee who is called in to work reference a hurricane, storm related event or any other emergency as determined by the Chief of Police, shall be paid one (1) additional hour for travel time (from home to work) on the initial call out.

21.7 Any employee who is either under department or internal affairs investigation or who is required to appear as a witness to such investigation, who is required to appear on his/her normal off-duty hours, will be compensated at the overtime rate established in Paragraph 21.1 for the actual time spent in attendance at such investigation.

21.8 Notwithstanding the provisions of subsection 21.1, the Chief of Police may institute a work schedule for those bargaining unit members that work uniform patrol consisting of two (2) twelve (12) hour shifts per day. This schedule shall be designed, instituted and discontinued

at the sole and absolute discretion of the Chief of Police. The Chief's decisions with respect to this schedule shall not be grievable or arbitrable.

21.8.1 In the event that the alternate schedule specified in subsection 21.8 is instituted, the following provisions shall govern hours of work and overtime for those bargaining unit members assigned to the twelve (12) hour shift: Eighty-four (84) hours in a fourteen (14) day cycle shall constitute the normal work period. Such hours shall be compensated at straight time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month. Employees who work in excess of eighty-four (84) hours in a fourteen (14) day cycle shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA) and Section 21.1.1.1 "Hours worked" shall be determined in accordance with and as defined in the FLSA.

ARTICLE 22.
FRINGE BENEFITS

22.1 Permanent full-time employees will be provided, at no cost to the Employee, with full medical, surgical and hospitalization benefits equivalent to those paid to other Town employees. For those permanent full-time employees who request dependent medical coverage under the Town's plan, the Town shall pay 60% of the cost of such coverage. The Town provides other plan options that the employee will have the option of paying the difference.

22.2 Sick leave shall be earned at the rate of eight hours per month based on a forty (40) hour work week and added to the employee's sick leave bank. The remaining days of sick leave may be accumulated up to a maximum of 1050 hours. Sick leave may be used for the following reasons:

22.2.1 Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties contained in the employee's job description or assigned by the Town Manager or that he/she may be assigned by the Town Manager pursuant to Town ordinance.

22.2.2 Enforced quarantine when established by the Department of Health for the period of such quarantine.

22.3 Employees who terminate their employment after completion of ten (10) years of service will be paid 35% of their accumulated sick time. Employees who retire under regular retirement will be paid for 60% of their accumulated sick time. Employees who are killed in the line of duty will have 100% of their accumulated sick time paid to their survivors or heirs.

Employees who die of natural causes will have 75% of their accumulated sick time paid to their survivors or heirs. Accumulated sick leave shall be paid at the rate being earned at the time of termination, resignation or death. Employees who are terminated by the Town as a result of disciplinary action shall not be paid for any unused sick time.

22.4 Sick leave hours may be used to purchase prior law enforcement and/or military service in accordance to the provision of the Town's Retirement Plan. The request for cash conversion must be submitted to the Human Resources Director no later than August 15th of each fiscal year. The maximum conversion rate is at 35% for employees with 10 or more years of service or 60% for employees who retire under regular retirement.

22.5 Bereavement Leave: When there is a death in the immediate family of an employee, that employee shall be granted three (3) days off without loss of pay or benefits. If the funeral is out of state, an additional two (2) days shall be allowed. Employees may be asked to demonstrate that they actually attended the services or to the needs of the family to be eligible for the additional out of state leave time.

22.5.1 Immediate family is described as father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, grandparents, brother or sister, brother-in-law, or sister-in-law.

22.5.2 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

22.3 Vacation leave is granted to full-time employees and is accrued as follows:

<u>YEARS OF SERVICE</u>	<u>VACATION LEAVE</u>
0 through 2 years	Ten (10) days per year. Eligibility for use of accrued vacation time begins only after successful completion of initial six (6) months of employment.
3 through 15 years	Fifteen (15) days per year.
Beginning at 16 years	Twenty (20) days per year.

22.3.1 The maximum amount of vacation leave that may be carried from one calendar year to the next is 300 hours. If, due to operational necessity, the Town prevents an employee who is at 300 hours from taking vacation leave before the end of the calendar year the unused vacation will be carried over to the new year. The unused vacation must be used within 90 days or be forfeited.

22.3.2 Seniority within each rank or classification shall be determinative in the scheduling of vacations.

22.6 Paid Parental Leave will be paid in accordance with the Town Administrative Policy.

ARTICLE 23.

UNIFORMS, SAFETY AND EQUIPMENT

23.1 All employees shall be furnished by the Town, at no cost to the employee a uniform. The uniform issued for law enforcement officers shall consist of four (4) pairs of trousers, one (1) hat, five (5) blue shirts, two (2) badges, cloth sewn-on name tag, a gun belt and accessories to include handcuffs and case, cartridge case and authorized ammunition, appropriate service weapon and holster, and one (1) winter jacket. A pair of shoes shall be provided each employee upon request. If shoes are requested, the employee shall wear the shoes with the uniform. All torn, worn, or damaged equipment shall be replaced, as needed by the employee, subject to approval of the Chief of Police. Each law enforcement officer shall be provided with department approved emergency medical first aid kits and gloves.

23.2 Any employee who shall incur any breakage, loss or damage to his/her uniform or personal equipment in the line of duty, and not through his/her own negligence, shall have it replaced by the Employer at no cost to the employee. Personal equipment only includes prescription glasses, contact lenses, non-prescription sunglasses, watches and wedding bands. The Employer shall provide the replacement/repair cost of personal equipment lost or damaged in the line of duty in accordance with the following schedule:

Prescription glasses/contacts	Full amount
Watches	\$ 75.00
Wedding Ring	\$ 75.00
Non-prescription sunglasses	\$ 20.00

23.3 The Employer shall provide for cleaning of uniforms at no cost to the employee.

23.4 Employees who are assigned to perform detective duties and required to wear non-issued clothing in the course of their job shall receive a clothing allowance of one hundred (\$100.00) dollars per month.

23.5 Upon the request of a sworn employee and once every five (5) years unless special circumstances the Town will provide up to \$750 for the purchase of a body armor vest.

23.5.1 Body armor vests will be replaced upon expiration of warranty, and in accordance with the same conditions set forth in section number 23.5.

23.6 To protect employees while they are away from their patrol cars, or when working off-duty jobs while in the Town of Surfside, the Employer will provide each employee with a two-way hand-held portable radio, if available. On-duty personnel shall have priority over employees on approved off-duty jobs.

ARTICLE 24.

WAIVER AND ZIPPER CLAUSE

24.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, unless otherwise specified in this Agreement, the Town and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

24.2 This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its terms, except as may be otherwise provided herein.

24.3 The parties to this Agreement jointly agree that all matters of past practice and custom prior to the execution of this Agreement and not specifically included herein shall not be asserted by the Parties and shall not be considered to bind the parties, or have any cause or effect. No prevailing rights shall be acknowledged or asserted by either party during the life of this Agreement.

ARTICLE 25.

WORKERS' COMPENSATION / LIGHT DUTY

25.1 The Town agrees that in the event of an on-the-job disabling injury to an employee covered by this Agreement, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for the first ninety (90) working days of the period in which he/she is receiving workers' compensation. When an employee suffers an injury in the line of duty that is the direct result of responding to an emergency call for police assistance that involves felonious conduct, that employee shall be entitled to supplemental pay from the Town in an amount in addition to their workers' compensation payment to so equal their normal weekly pay for one-hundred eighty (180) working days of the period in which he/she is receiving workers' compensation. After the first ninety (90) working days of supplemental pay, or the first one hundred eighty (180) working days of supplemental pay based on employee eligibility, the employee may request additional supplemental pay from the Town Commission by making a request in writing to the Town Manager. The Town Commission shall determine eligibility pursuant to the Town Code. A representative of his/her own choosing may represent the employee at the eligibility hearing. Payments under this section will begin immediately with no interruption to the employee's regular pay. The work week for employees on workers compensation or on light duty status shall be calculated as a five-day forty-hour work week.

25.2 All employees who suffer any injury or who are exposed to toxic or hazardous substances during on-duty time or off-duty details shall immediately notify the communications operator and on-duty supervisor, then follow-up reporting in accordance with Town procedures. Failure to do so may result in a loss of benefits and incursion of penalties. All employees

suffering on-the-job injuries as contemplated under Chapter 440, Florida Statutes, shall be entitled to select their own physician for medical care from a list of practitioners approved by the Employer or its insurance carrier pursuant to Section 440.211, Florida Statutes. This does not preclude the Town and/or its insurance carrier from requiring certain medical examinations from doctors of their choice.

25.3 Any employee injured on the job shall be paid a full day's wages for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

25.4 Any employee who is returning to full time work from sick leave/Worker's Compensation leave may return to work in his/her assigned position upon the recommendation of his/her physician if he/she is able to perform the essential functions of their position. If the employee cannot perform the essential functions of his/her assigned position upon the recommendation of his/her physician, the employee may be allowed to return to work on light duty status if a light duty position is available. This placement of the employee in a position which does not require him/her to perform the essential functions of the job (light duty) will be made through a recommendation by a physician and may be approved by the Town Manager or the Chief of Police or his/her designee only if there is a reasonable expectation that the employee can perform the essential duties of the position within ninety (90) working days and maintain his/her current pay grade. The Town Manager or the Chief of Police or their designee, has discretion to approve light duty status based upon the recommendation of competent medical authority. The decision of the Chief of Police, Town Manager or his/her designee to assign or not assign light duty shall not be grievable.

25.5 Fitness for duty assessments are to be performed by the employee's physician and, if deemed necessary, by the Town's physician at the Town's expense.

If a conflict exists between both Doctors' assessments, a third-party medical professional shall be chosen by both sides for a final analysis as to the employee's fitness for duty, which will be binding on the parties.

25.6 An employee who does not return to work after remaining on medical leave for one (1) consecutive year or on family medical leave for twelve weeks will be terminated, notwithstanding the use of leave entitlements. In each situation, an individual assessment will be conducted by the Town to determine the employee's fitness for duty capabilities and, insofar as is practicable, if some reasonable form of accommodations can be made for a return to work without causing an undue hardship to the Town.

25.7 Employees who are on sick time, or who are on disability leave or workers' compensation, or light duty status who are observed engaging in activities inconsistent with claimed injuries or illnesses have demonstrated *prima facie* evidence of malingering and/or falsification of medical claims and may be disciplined, suspended, demoted or terminated. Additionally, any employee who receives compensation from the Town or its insurance carrier based upon a fraudulent claim shall reimburse the Town or the insurance carrier all funds received by the employee as a result of such fraudulent claim.

ARTICLE 26.

EMPLOYEE WELLNESS PROGRAM

26.1 Each member may voluntarily submit to a wellness physical examination at a location selected by the Town and at the Town's expense. Each Party recognizes that maintaining the health and fitness of the member can be a matter of life or death. Results of said wellness physical examination are confidential between the Wellness Center and the employee only and will not, under any circumstances, be furnished to the Town.

26.2 This wellness examination shall be yearly for all employees over the age of forty and every two years for employees under the age of forty.

ARTICLE 27.

DRUG TESTING

27.1 Whenever the Town, or any of its managerial or supervisory employees, has a reasonable suspicion that an employee in the bargaining unit represented by the FOP has reported for duty under the influence of alcohol or illegal drugs, been involved in an on-duty accident or assigned off-duty job incident where there is a reasonable suspicion that the employee has used controlled substances or alcohol is suspected, or has used alcohol or illegal drugs while on duty, or has used illegal drugs off duty, the Town may require the employee to furnish a urine, hair or blood specimen, for chemical analysis to determine the presence of illegal drugs or determine the presence of alcohol.

27.2 Reasonable suspicion testing shall be limited to circumstances where two (2) Police Department supervisory or Police Department managerial employees have reasonable grounds to suspect that the employee has recently used or is under the influence of alcohol on duty or illegal drugs on or off duty.

27.3 The Chief of Police or his/her designee shall approve any mandatory test for the presence of alcohol or illegal drugs pursuant to this paragraph.

27.4 An employee required to submit to a mandatory test for the presence of alcohol or illegal drugs shall be entitled to have a FOP or other employee representative present when the blood is drawn or when the urine specimen is obtained. However, under no circumstances will the taking of blood or taking of a urine specimen be delayed for more than one (1) hour to allow for the presence of a FOP or other employee representative. The collection will be conducted with as much privacy as possible to maintain assurance of a reliable chain of evidence.

If the laboratory is closed, the sample may be drawn at a hospital. The employee shall view the sealing and packaging of the sample and initial the same.

27.5 In addition to the "reasonable suspicion" testing provided for above, the Town may institute a program of random drug testing utilizing a computer-based program that will randomly select employees from the bargaining unit with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three (3) times in any calendar year. The Town shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site.

27.6 The parties agree to be bound by the Drug-Free Workplace Act as set forth in Chapter 440 and Chapter 112 of the Florida Statutes, and the Drug-Free Workplace Standards promulgated by the Agency for Health Care Administration.

27.7 All tests for the presence of illegal drugs shall be conducted using recognized technologies. In the event an employee's initial test results are positive (i.e., indicate the presence of an illegal drug), a second test will be conducted utilizing a different procedure, the Gas Chromatography/mass Spectrometry (G.C.M.S.) except that alcohol will be confirmed using Gas Chromatography testing method. A certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The MRO for the Town will be designated by Mt. Sinai Medical Center Occupational Health Department or an alternate as may be determined by the Town. Confirmed

positive results will only be communicated to the Town's Human Resources Director after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments. The standards to be used for employee drug testing are as established by Florida Administrative Code Rules 59A-24 and 11B-27.

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances listed in Schedule I through V the Controlled Substance Act, 21 U.S.C. 812 may be tested for on behalf of the Town. In any event, they will be tested at levels according to generally accepted toxicology standards.

Copies of the test results shall be made available to the employee, upon the employee's request, at the Town Police Station within twelve (12) hours after the Town has received the test results. Additionally, if the employee so requests, within twelve (12) hours after the test results have been made available, he/she shall be given a sample of the specimen tested.

27.8 It is understood and agreed that the employees in the bargaining unit represented by the FOP are prohibited from using illegal drugs on or off duty. "Illegal drugs" means any controlled substance as defined in the Drug-Free Workplace Standards Act and, not used in accordance with a lawful prescription.

27.9 The results of such tests shall be handled as if part of an internal affairs investigation. The taking of a blood, hair or urine specimen from an employee does not constitute an interrogation within the meaning of Section 112.532, etc., Florida Statutes, unless questions are asked at the time the blood alcohol test or urine specimen is taken.

ARTICLE 28.

JOB DESCRIPTION AND APPEAL

28.1 No employee covered by this Agreement shall be required to do work outside his/her classification, except under emergency conditions as declared by the Town Manager or authorized representative.

28.2 Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the Town of Surfside shall discuss with the Union the proposed change in job description. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

28.3 If the Union is not satisfied with the proposed change, it may in writing, within five (5) days of the conclusion of the discussion stated in Section 28.2 above, request a meeting with the Town Manager. The meeting shall be held at a mutually agreeable time, within thirty (30) days.

28.4 It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally within present job descriptions. The Town of Surfside may assign tasks and duties which involve minor and occasional variations from the job descriptions to employees, so long as the tasks and duties assigned fall within skills and other factors common to the classification.

ARTICLE 29.

FLORIDA LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

29.1 To the extent not contractually modified in Article 9 of this Agreement, Sections 112.531, 112.532, 112.533 and 112.534, Florida Statutes, known as the "Florida Law Enforcement Officer's Bill of Rights," as may be amended from time to time, are applicable to this Agreement. Any violation of the above-referenced Florida Statutes shall be redressed through applicable judicial proceedings and shall not be subject to the grievance or arbitration provisions of the Agreement.

ARTICLE 30.

SEVERABILITY CLAUSE

30.1 If any provision, section, subsection, service, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into Agreement without such invalid portion or portions.

ARTICLE 31.

RETIREMENT PLAN

31.1 The Town agrees to maintain a defined benefit pension plan (the "Plan") for members of the bargaining unit as set forth in Section 2-171 through 2-193 of the Town Code.

31.2 As soon as practicable following ratification of this Agreement, the Town shall amend the Plan as follows:

31.2.1 Normal retirement date for police officers shall be:

- The attainment of age 50 and the completion of 20 years of creditable service; or
- The attainment of age 59 and the completion of 5 years of creditable service; or
- The completion of 25 years of creditable service; or
- The completion of 15 years and four months of service if hired on a fully time basis in March 2003.

31.2.2. Cost of living adjustments for retired members and their beneficiaries shall be two percent (2%) for those members who retire or enter the DROP after ratification of this Agreement. All other provisions of Section 2-192 will remain the same.

31.2.3 The parties mutually consent that Chapter 185 premium tax revenues shall be used as follows:

- All unallocated funds held by the Plan on or before December 31, 2018 shall be allocated to the Special police retirement trust fund contained in Section 2-187 of the Town Code in accordance with the provisions set forth therein.
- Beginning October 1, 2019 and each year thereafter, the first \$18,309 in Chapter 185 premium tax revenues received by the Plan shall be allocated in accordance with Section 2-187 of the Town Code. Any premium tax revenues received each year in excess of that amount shall be divided evenly between the Plan members and the Town. The portion belonging to the members shall be allocated to the members in accordance with Section 2-187 of the Town Code. The portion belonging to the Town shall be used to offset the Town's contribution to the Plan.

ARTICLE 32.

PROBATIONARY EMPLOYEES

32.1 New Employees:

32.1.1 All new full-time employees of the Department shall be deemed in a probationary status for twelve (12) months, beginning with the first day of employment with the Town as a State Certified Police Officer or Communications Operator, or Communication Supervisor

32.1.2 An employee's probationary period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g., sick leave, light duty, and workers' compensation leave). The probationary period will commence running only when the employee returns to his/her normal duties.

32.1.3 The Town shall notify, in writing, the probationary employee of his/her completion of the probationary period. Failure to notify the employee shall not extend the probationary period. The probationary period may be extended by the Chief of Police at his/her sole discretion up to a maximum of six (6) months.

32.1.4 During an employee's probationary period, he/she serves at the will and pleasure of the Town. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving assignment, layoff or discipline, including discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this Agreement.

32.2 Promotions

32.2.1 In the event an employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of nine (9) months of continuous employment from the effective date of the promotion.

32.2.2 An employee's promotional probationary year shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than thirty (30) consecutive calendar days (e.g. sick leave, light duty, and workers' compensation leave). The promotional probationary period will commence running only when the employee returns to his/her normal duties.

32.2.3 Upon completion of the promotional probationary period, the Chief of Police or his/her designee shall make a determination as to whether the employee shall become permanent in the position to which he/she was promoted. In the event the Chief of Police or his/her designee fails to make a positive recommendation, the employee shall automatically revert to his/her former classification from which he/she has been promoted. Such reversion shall be final with no rights of appeal to any authority including the grievance procedure contained in this Agreement.

ARTICLE 33.

TERM OF AGREEMENT

33.1 Except as specifically provided otherwise in Article 19, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2022 unless amended in writing by mutual agreement of the parties.

ARTICLE 34.

SIGNING OF AGREEMENT

AGREED TO this _____ day of _____, 2020, by and between the respective parties through an authorized representative or representatives of the Union and by the Town Manager, as directed by the Town Commission.

FOR THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

FOR THE TOWN OF SURFSIDE,
FLORIDA

Vincent Castiglia
FOP Staff Representative

Guillermo Olmedillo
Town Manager

Tammy Campbell
Local Representative

Lily Arango
Town Attorney

ADDENDUM "A"

DEFERRED RETIREMENT OPTION PROGRAM

The Town has established a Deferred Retirement Option Program ("DROP") for members of the Town's pension plan who are either sworn law enforcement officers or dispatchers (communications supervisor and communications operators) as follows:

A. A sworn law enforcement officer or dispatcher member of the Plan who reaches normal retirement age shall be eligible to participate in the DROP ("Eligible Member"). An Eligible Member may participate in the DROP for a maximum of sixty (60) months from the date the member reaches his or her earliest normal retirement date. Anything herein to the contrary notwithstanding, if an Eligible Member has reached his or her normal retirement date on or before the date the DROP plan is implemented, then the Eligible Member shall have sixty (60) days from the date the DROP plan is implemented to elect in writing to participate in the DROP for the maximum DROP participation period of sixty (60) months.

B. An Eligible Member may elect to become a participant in the DROP ("Participant") with thirty (30) days advance written notice to the Town during the applicable DROP period; however, in no event shall the DROP period be extended beyond the sixty (60) months from the date the sworn law enforcement or dispatcher member is first eligible to participate in the DROP. As a condition of participating in the DROP, the Eligible Member must agree to terminate Town employment at the conclusion of the DROP period and must submit a letter of resignation to the Town, which letter shall be coupled with an interest and shall be irrevocable, prior to entering the DROP.

C. An Eligible Member may participate in the DROP only once and, after commencement of DROP participation, he or she shall never have the right to be a member of the Plan again.

D. A Participant may elect to terminate DROP participation and Town employment earlier than the maximum DROP participation period by providing thirty (30) days advance written notice to the Town and the Pension Board.

E. Participants will be subject to the same employment standards and policies that are applicable to Town employees who are not DROP participants. Participation in the DROP is not a guarantee of employment with the Town. Participation in the DROP will end if the Town terminates the Participant for any reason.

F. Upon the effective date of the Eligible Member's entry into the DROP, the Participant will be considered retired for purposes of the Plan and membership in the Plan shall be terminated. No further member contributions shall be required after the Participant enters the DROP. Compensation and creditable service shall remain as they existed on the effective date of the Eligible Member's commencement of participation in the DROP. The monthly service retirement allowance that would have been payable had the Eligible Member instead elected to

cease Town employment and receive retirement benefits shall be paid into the Participant's DROP account.

G. During the DROP participation period, the Participant's monthly service retirement allowance will be paid into the Participant's DROP account. After each fiscal quarter, the average daily balance of the Participant's DROP account shall be credited or debited at a rate equal to the actual net investment return realized by the Plan for that quarter. "Net investment return" for purposes of this paragraph is the total return on the assets in which the participant's DROP account is invested by the Pension Board net of brokerage commissions, transaction costs, investment management fees and other investment-related charges.

H. If a Participant does not terminate Town employment at the end of the maximum DROP participation period, no benefit payments will be made either to the Participant's DROP account or to the Participant until the Participant terminates his or her employment with the Town. In addition, for the duration of employment beyond the end of the maximum DROP participation period, the Participant's DROP account shall be debited with any negative net investment returns but shall not be credited with any positive net investment returns.

I. Within thirty (30) days following the Participant's termination of the employment or death, the Participant's entire DROP account balance shall be distributed to the Participant (or in the event of the death, to the Participant's designated beneficiary or estate) in a cash lump sum, unless the Participant elects to have all or any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the Participant. Regardless of the option selected by the Participant, the Pension Board has the right to accelerate or defer payments to comply with the Internal Revenue Code. The DROP is intended to comply with the Internal Revenue Code and the Pension Board shall take no action which would jeopardize the tax qualification of the Plan.

J. DROP payments to a beneficiary shall be in addition to retirement benefits payable under any optional form of retirement benefit elected by the Participant.

K. All benefits payable under the DROP shall be paid only from the assets of the DROP, and neither the Town nor the Pension Board shall have duty or liability to furnish the DROP with any funds, securities or other assets except to the extent required by applicable law.

L. The Pension Board is authorized to adopt any additional rules necessary for proper administration of the DROP.

Addendum "B"
Fraternal Order of Police Collective Bargaining Agreement
October 1, 2019
Pay Table Minimums

Police Officers

Steps	FY 2019		2% COLA Year 1		2% COLA Year 2		2% COLA Year 3	
	FY 2020		FY 2021		FY 2022			
**Starting	\$ 57,714.42	\$ 27.7473	\$ 58,868.71	\$ 28.3023	\$ 60,046.08	\$ 28.8683	\$ 61,247.00	\$ 29.4457
1	\$ 63,485.88	\$ 30.5221	\$ 64,755.60	\$ 31.1325	\$ 66,050.71	\$ 31.7551	\$ 67,371.72	\$ 32.3903
2	\$ 66,660.17	\$ 32.0482	\$ 67,993.37	\$ 32.6891	\$ 69,353.24	\$ 33.3429	\$ 70,740.31	\$ 34.0098
3	\$ 69,993.18	\$ 33.6506	\$ 71,393.04	\$ 34.3236	\$ 72,820.90	\$ 35.0101	\$ 74,277.32	\$ 35.7103
4	\$ 73,492.84	\$ 35.3331	\$ 74,962.70	\$ 36.0398	\$ 76,461.95	\$ 36.7606	\$ 77,991.19	\$ 37.4958
5	\$ 77,167.50	\$ 37.0998	\$ 78,710.85	\$ 37.8418	\$ 80,285.07	\$ 38.5986	\$ 81,890.77	\$ 39.3706
6	\$ 81,025.88	\$ 38.9548	\$ 82,646.40	\$ 39.7338	\$ 84,299.33	\$ 40.5285	\$ 85,985.31	\$ 41.3391
7	\$ 83,454.35	\$ 40.1223	\$ 85,123.44	\$ 40.9247	\$ 86,825.91	\$ 41.7432	\$ 88,562.42	\$ 42.5781
8	\$ 85,960.35	\$ 41.3271	\$ 87,679.56	\$ 42.1536	\$ 89,433.15	\$ 42.9967	\$ 91,221.81	\$ 43.8566

**Starting Salary for Certified Police Officer

Communications Operators

Steps	FY 2019		FY 2020		FY 2021		FY 2022	
Starting	\$ 37,077.32	\$ 17.8256	\$ 37,818.87	\$ 18.1821	\$ 38,575.24	\$ 18.5458	\$ 39,346.75	\$ 18.9167
1	\$ 38,931.20	\$ 18.7169	\$ 39,709.82	\$ 19.0913	\$ 40,504.02	\$ 19.4731	\$ 41,314.10	\$ 19.8625
2	\$ 40,877.75	\$ 19.6528	\$ 41,695.31	\$ 20.0458	\$ 42,529.21	\$ 20.4467	\$ 43,379.80	\$ 20.8557
3	\$ 42,921.63	\$ 20.6354	\$ 43,780.06	\$ 21.0481	\$ 44,655.66	\$ 21.4691	\$ 45,548.78	\$ 21.8985
4	\$ 45,067.72	\$ 21.6672	\$ 45,969.07	\$ 22.1005	\$ 46,888.46	\$ 22.5425	\$ 47,826.23	\$ 22.9934
5	\$ 47,321.11	\$ 22.7505	\$ 48,267.53	\$ 23.2055	\$ 49,232.88	\$ 23.6697	\$ 50,217.54	\$ 24.1430
6	\$ 49,687.17	\$ 23.8881	\$ 50,680.91	\$ 24.3658	\$ 51,694.53	\$ 24.8531	\$ 52,728.42	\$ 25.3502

Sergeants

Steps	FY 2019		FY 2020		FY 2021		FY 2022	
Starting	\$ 92,499.83	\$ 44.4711	\$ 94,349.83	\$ 45.3605	\$ 96,236.82	\$ 46.2677	\$ 98,161.56	\$ 47.1931
1	\$ 93,574.11	\$ 44.9876	\$ 95,445.59	\$ 45.8873	\$ 97,354.50	\$ 46.8051	\$ 99,301.59	\$ 47.7412
2	\$ 94,648.40	\$ 45.5040	\$ 96,541.37	\$ 46.4141	\$ 98,472.20	\$ 47.3424	\$ 100,441.64	\$ 48.2892
3	\$ 95,831.51	\$ 46.0728	\$ 97,748.14	\$ 46.9943	\$ 99,703.10	\$ 47.9342	\$ 101,697.17	\$ 48.8929
4	\$ 97,014.60	\$ 46.6416	\$ 98,954.89	\$ 47.5745	\$ 100,933.99	\$ 48.5260	\$ 102,952.67	\$ 49.4965
5	\$ 98,227.29	\$ 47.2247	\$ 100,191.84	\$ 48.1692	\$ 102,195.67	\$ 49.1325	\$ 104,239.59	\$ 50.1152
6	\$ 99,439.97	\$ 47.8077	\$ 101,428.77	\$ 48.7638	\$ 103,457.34	\$ 49.7391	\$ 105,526.49	\$ 50.7339



MEMORANDUM

ITEM NO. 5B

To: Vice-Mayor and Members of the Town Commission
From: Daniel Dietch, Mayor
Date: January 14, 2020
Subject: Resolution Urging Approval of Senate Bill 182 and All Companion House Bills

Surfside's beaches, parks and other natural areas provide significant benefits to Town residents and visitors, as well as sea turtles and other animal species. However, single-use plastic bags and polystyrene products are a recurring source of litter that detract from the Town's beauty, adversely impact our environment, and impair our quality of life. These products are difficult to recycle and frequently contaminate other materials that are processed through the Town's curbside recycling program; they can sicken and kill land and marine animals through entanglement and ingestion. Reusable bags and biodegradable containers are among the growing number of options available to reduce waste and litter, and protect wildlife and conserve resources.

Recognizing the detrimental impacts of single-use plastic bags and polystyrene products, and the availability of effective alternatives, the Commission has implemented Ordinances No. 15-1630 and No. 15-1639 prohibiting the sale or use of polystyrene. Moreover, the Commission acknowledges that some businesses have taken affirmative steps to reduce the use of single-use plastic bags and recognizes their proactive efforts. However, future efforts are likely to be hampered by sections of the Florida Statutes that limit the ability of local governments to responsibly regulate the use of single-use plastic bags and polystyrene products. The Florida Department of Environmental Protection (FDEP) conducted a statutorily required analysis that found a need for new or different regulations of plastic carryout bags, but Section 403.7033, Florida Statutes, provides that until such time that the Legislature adopts the recommendations of FDEP, no local or state government may enact any regulation or tax on the use of such retail bags. The Legislature has not adopted those recommendations, although FDEP's analysis was completed in February 2010. Additionally, Section 500.90, Florida Statutes, preempts local regulation of the use or sale of polystyrene products.

As part of the ongoing efforts to preserve Surfside's beauty and natural spaces for residents, visitors and wildlife, the Commission is asked to support Senate Bill 182, which is attached, and all companion House Bills, that would repeal Sections 403.7033 and 500.90, Florida Statutes, so that local governments can enact appropriate legislation relating to the regulation of single-use plastic bags and polystyrene containers.

Reviewed by:

Prepared by:

By Senator Stewart

13-00378-20

2020182__

A bill to be entitled

An act relating to the preemption of recyclable and polystyrene materials; amending s. 403.7033, F.S.; deleting preemptions of local law relating to the regulation of auxiliary containers, wrappings, or disposable plastic bags; amending s. 500.90, F.S.; repealing the preemption of local laws regarding the use or sale of polystyrene products to the Department of Agriculture and Consumer Services; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 403.7033, Florida Statutes, is amended to read:

403.7033 Departmental analysis of particular recyclable materials.—The Legislature finds that prudent regulation of recyclable materials is crucial to the ongoing welfare of Florida's ecology and economy. As such, the Department of Environmental Protection shall undertake an analysis of the need for new or different regulation of auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments. The analysis shall include input from state and local government agencies, stakeholders, private businesses, and citizens, and shall evaluate the efficacy and necessity of both statewide and local regulation of these materials. To ensure consistent and effective implementation, the department shall submit a report with conclusions and recommendations to the Legislature no later than

13-00378-20

2020182__

February 1, 2010. ~~Until such time that the Legislature adopts the recommendations of the department, no local government, local governmental agency, or state government agency may enact any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags.~~

Section 2. Section 500.90, Florida Statutes, is amended to read:

~~500.90 Regulation of polystyrene products preempted to department. The regulation of the use or sale of polystyrene products by entities regulated under this chapter is preempted to the department. This preemption does not apply to local ordinances or provisions thereof enacted before January 1, 2016, and does not limit the authority of a local government to restrict the use of polystyrene by individuals on public property, temporary vendors on public property, or entities engaged in a contractual relationship with the local government for the provision of goods or services, unless such use is otherwise preempted by law.~~

Section 3. This act shall take effect July 1, 2020.

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROVE SENATE BILL 182 AND ANY COMPANION HOUSE BILLS RELATING TO THE REPEAL OF SECTIONS 403.7033 AND 500.90, FLORIDA STATUTES REGARDING THE USE OR SALE OF SINGLE-USE PLASTIC BAGS AND POLYSTYRENE MATERIALS AND PREEMPTION OF LOCAL LAWS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is committed to environmental stewardship and leadership; and

WHEREAS, plastic bags and polystyrene are detrimental because they do not fully degrade in our oceans or land environment and they introduce unsafe chemicals into our environment; and

WHEREAS, plastic bags and polystyrene also create the potential for death of land and marine animals through entanglement and ingestion; and

WHEREAS, single-use plastic bags and polystyrene containers are difficult to recycle and frequently contaminate material that is processed through the Town's curbside recycling program; and

WHEREAS, Sections 403.7033 and 500.90, Florida Statutes attempt to preempt local governments from adopting legislation relating to plastic bags and polystyrene containers; and

WHEREAS, the Town Commission urges the Florida Legislature to approve Senate Bill 182 and any companion House bills eliminating preemption language in Sections 403.7033 and 500.90, Florida Statutes, so that local governments can enact appropriate legislation relating to the regulation of plastic bags and polystyrene containers; 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. **Urging Approval of Senate Bill 182.** That the Town Commission hereby urges the Florida Legislature to approve Senate Bill 182 and any companion House bills repealing the preemption in Sections 403.7033 and 500.90, Florida Statutes.

Section 3. **Transmittal.** That the Town Clerk is directed to transmit this Resolution to 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, the Miami-Dade County League of Cities, the Miami-Dade County State Legislative Delegation, Florida State House of Representatives Speaker Jose R. Oliva, Florida State Senate President Bill Galvano, and Florida Governor Ron DeSantis for their review.

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

PASSED AND ADOPTED on this 14th day of January, 2020.

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. 9B

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

From: Guillermo Olmedillo, Town Manager

Date: January 14, 2019

Subject: ShoreLock Pilot Project for Coastal Erosion

The Town of Surfside is committed to protecting and preserving beach areas, which provide recreational space for residents and tourists, habitat for coastal plants and animals, and serve as a critical buffer to protect the Town from storm surge. The Town also has a clear dedication to leadership on resilience issues, as shown by its recent declaration of a climate emergency and authorization of the first-edition Climate Crisis Report & Action Plan – one of the first such plans in the state of Florida.

For these reasons, the Town of Surfside is being asked if it would accept funding from the State Legislature for a green technology pilot project combatting coastal erosion.

The technology, called ShoreLock, is a biodegradable compound in powder form that promotes cohesion between sand and water molecules. It has been tested in the Bahamas, in Turks and Caicos, and in Jamaica under the purview of the United Nations Environment Program. These international studies have deemed ShoreLock harmless to humans and wildlife, and effective at reducing beach erosion. Now the Florida Department of Environmental Protection (FDEP) has engaged with ShoreLock to conduct a Florida pilot and has completed a pre-review process to expedite approval at a time a municipality decides to move forward. The main focus of this pilot is to study how effective ShoreLock is at reducing coastal erosion. But there have been anecdotal reports of benefits to sea turtle nesting on the beaches where ShoreLock has been tested. The Florida Fish & Wildlife Commission (FWC), who oversees turtle conservation efforts on the beach in Surfside, will design a monitoring program as part of the pilot.

Funding for the pilot would come from the State Legislature and would amount to \$210,000 for a one-year study, with the possibility of renewal for up to two additional years. The Town would bear no costs of the project, which would take place on approximately 1000 feet of beach. Funding would go toward the costs of installing ShoreLock on the site, as well as management and monitoring of the project.

Existing Town staff would be required to oversee the project and to attend meetings with FDEP, FWC and ShoreLock regarding installation and monitoring.

Town Commissioners are asked to decide whether the Town should enter into the ShoreLock coastal erosion pilot and authorize the Town Manager to work with the aforementioned State agencies.

Reviewed by 

Prepared by KS



MEMORANDUM

ITEM NO. 9C

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: January 14, 2020
Subject: The Condition Of Downtown Vacancies

At various Downtown Vision Advisory Committee (DVAC) meetings, the members expressed concerns about conditions inside of vacancies that could affect the renting and occupancy of the space as repairs become the responsibility of tenants.

While the Town legislates through Local Business Tax Receipts, Certificate of Use and Certificate of Occupancies for existing or new businesses, there does not exist a means to ensure a commercial space downtown complies with minimum building and safety standards that meet Code requirements.

To this end, DVAC is requesting that the Town Commission enact legislations that outlines a process to bring vacant commercial properties up to a minimum standard of compliance with periodic inspections by the Town.

There is no foreseeable budgetary impact, however staff time will be required to draft legislation and manage the subsequent process.

The Administration is seeking Town Commission input and direction on whether to further research and evaluate a potential mechanism or ordinance to address this matter.

Reviewed by

Prepared by



**Town of Surfside
Town Commission Meeting
January 14, 2020
7:00 pm**

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

Date: December 15 2019
Prepared by: Daniel Dietch, Mayor
Subject: Tot Lot Bathroom

Objective: To discuss whether to direct the Town Manager to assess the feasibility of implementing a bathroom at the Tot Lot located on Hawthorne Avenue.

Consideration: From time to time over the last 19 years, perhaps longer, residents have expressed interest in locating a restroom at the Tot Lot located on Hawthorne Avenue. Following an inquiry from a resident at a recent Town Hall Meeting and again at our last commission meeting, it seemed prudent to revisit the opportunity. Recognizing there can be arguments made for and against the idea, the intention of this item is to direct the Town Manager to analyze the opportunity and present his finding to the Parks & Recreation Committee for input before being presented to the Town Commission for further consideration.


Recommendation: For the Town Commission to direct the Town Manager to assess the feasibility of implementing a bathroom at the Tot Lot located on Hawthorne Avenue.



MEMORANDUM

ITEM NO. 9E

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

From: Guillermo Olmedillo, Town Manager 

Date: January 13, 2020

Subject: Purchase of storage container for additional storage space for Police Department at Town Hall Building

The Town of Surfside municipal building located at 9293 Harding Ave houses all of the Town's departments with the exception of Tourism and Parks & Recreation which are housed at the Community Center. Space for storage functions are currently limited at the Town of Surfside municipal building, which causes several valuable assets to be stored outside or improperly. Outside storage depreciates assets faster due to heavy corrosion from ocean and exposes assets to theft.

The Public Works department has currently on rent 40 feet by 9 feet shipping container that the department uses to store several expensive underground fittings and hand equipment. The storage method has proven to be successful because it protects items from corrosion and keeps them locked which protects against potential theft. The Police Department currently has a sally-port with entrance from Harding Avenue that is used for more sensitive police storage items such as police equipment, patrolling bicycles and other miscellaneous vehicles. Additional storage in sally-port includes confiscated items and storage of items under active investigations. Currently the sally-port is over capacity which creates a fire hazard, in-effective use and overcrowded working space.

Various options for storage capacity increase have been reviewed by the Town administration. As a result, it was determined that an additional proposed 40 feet by 9 feet storage container is most adequate to assist with mitigating storage concerns. An air-conditioned storage is required because of the sensitive equipment currently within the police department inventory. Pac-Van Inc., a shipping container supplier company, has provided a purchase estimate for 40 feet by 9 feet storage container with air conditioning unit for a total of \$ 6,145.00. The price includes delivery. Refer to **Attachment A – "Estimate"** for complete cost breakdown.

The Town administration recommends the purchase of a storage container from Pac-Van Inc. in the amount of \$ 6,145.00 to provide immediate relief to storage deficit currently encountered in the municipal building.

Reviewed by
RS HG

Prepared by
RS HG



Miami
3100 NW 131st Street
Opa-locka, FL 33054
PH: (305) 509-6065
FAX: (305) 509-6066

Purchase Agreement No: SFQ-530849
Purchase Agreement Date: 12-18-2019
Purchase Agreement Expires: 7 days
Sales Consultant: Joey Gonzalez
Email: jgonzalez@pacvan.com

Billing Information

Town of Surfside
Randy Stokes
Surfside,
Ph:(305) 777-2190

Shipping Information

Town of Surfside
9293 Harding Ave
Public Works
Surfside, FL 33154
Randy Stokes
Ph:(305) 861-4863

Charges	Quantity	Unit Price	Unit Tax	Total Sale Price
40SC from Rental Fleet - A/C on front	1	\$5,995.00	\$0.00	\$5,995.00
Delivery	1	\$150.00	\$0.00	\$150.00

Total: \$6,145.00

w/Tax*:\$6,145.00

Notes:

* Tax Amount is an estimate only.

(3) 40' HC new ("one trip") SC's modified per customer specs w/ AC and lighting in all SC's; (7) 10' offices on outside containers w/ impact windows and (2) bathrooms w/ toilet/sink & middle container to be open per specs; (2) entry man doors; THIS IS INITIAL QUOTE-ESTIMATE

SPECIAL OFFER: Need Storage?

Please ask us about our special pricing on all Storage Containers with your order.

Included With Your Pac-Van Agreement:
Superior Customer Service

Nationwide Service From a Local Company

Your One Stop for Mobile & Ground-Level Offices, Modular Buildings, and Storage Equipment

This agreement is made between Pac-Van, Inc., herein called the Seller, and Town of Surfside herein called the Purchaser, and is subject to the Equipment and/or Services Purchase Agreement Terms and Conditions attached hereto.

The purchaser is responsible for securing any and all applicable building permits, licenses, or approvals necessary for the purchased equipment. This Purchase Agreement is based on a level, compact, and accessible site. Unless specified, this Purchase Agreement excludes taxes and other services. Seller does not warrant in any way that the equipment meets any local, state, federal or other code unless specified. This Purchase Agreement is contingent on final acceptance by Seller and credit approval by Seller.

→
Sign Here
Signature: _____
Printed: _____
Title: _____
Date: _____

Signature: _____
Printed: Joey Gonzalez
Title: Sales Representative
Date: _____

1. **Sale.** Pac-Van, Inc. ("Seller") hereby sells, and the party identified on the reverse hereof ("Purchaser") hereby purchases from Seller, all of Seller's right, title and interest in the equipment identified on the reverse hereof (the "Equipment") pursuant to the terms of this Equipment and/or Services Purchase Agreement (this "Agreement").
2. **Scope of Work.** Seller shall be responsible for delivering to Purchaser only the Equipment and/or rendering the services (the "Services") specified in the attached quote ("Quote") or scope of work document ("Work Document"). Seller is not obligated to sell any Equipment or render any Service unless specified on the attached Quote, Work Document or an approved change order signed by Purchaser and Seller. In the case of a building ("Building") which is newly manufactured, Seller may request Purchaser to approve floor plans, specifications, finish selections, and other documentation required by the manufacturer prior to commencing building process. Any changes to these Building specifications must be approved in writing by both Purchaser and Seller.
3. **Regulatory Requirements:** The Purchaser shall promptly execute and comply with all federal, state, and local statutes, ordinances, and all other regulatory requirements (including any state or local building codes) applicable to the Equipment. Unless the Quote states that Seller is responsible for obtaining permits for the Equipment, Purchaser shall be solely responsible for obtaining all permits necessary to set and occupy the Equipment. Purchaser shall be solely responsible for all taxes (including sales and property tax), permit fees and other costs related to the sale of the Equipment. After receipt of payment in full for the Equipment, Seller shall deliver to Purchaser a bill of sale or a statement of origin for the Equipment.
4. **Site Conditions:** Unless otherwise specified on the Quote, Purchaser shall be solely responsible for providing a safe, level, and compact site with appropriate accessibility for delivery of the Equipment and any Services or set up of the Equipment. Purchaser shall be responsible for additional costs related to site conditions deemed unacceptable or inadequate by Seller.
5. **Utilities:** Purchaser shall be solely responsible for arranging for utility service, running necessary utility lines and connecting utilities to the Equipment, unless specified otherwise on the Quote.
6. **Insurance:** Purchaser, at its own expense, shall insure for risks of loss or damage to the Equipment or injury to any person commencing upon arrival of the Equipment at the delivery location (when Equipment is unhooked from transportation equipment).
7. **Acceptance:** Upon completion of the Services, Seller will request acceptance of the Equipment ("Acceptance") by Purchaser. The Purchaser shall have the right to inspect all Equipment ("Inspection") prior to Acceptance. Inspection and Acceptance will not be unreasonably delayed or refused. Purchaser may submit a written list to the Seller for elements of the Equipment which are not accepted by Purchaser (the "Punch List"). Seller will use reasonable commercial efforts to resolve all Punch List items in a reasonable and timely manner. Upon receipt of Acceptance and full payment for the Equipment, Seller will authorize Purchaser to use the Equipment (including the transfer of keys if applicable). In the absence of a written Acceptance delivered to Seller from Purchaser, Purchaser's use by of the Equipment or payment in full acknowledges Purchaser's full Acceptance of the Equipment and satisfactory completion of Seller's responsibilities under this Agreement.
8. **Delays:** In the case of new manufactured Buildings, Purchaser may not delay delivery of a Building for more than 10 business days after the Equipment is made available to Seller by the Building manufacturer. In the event such a delay lasts 10 business days, Purchaser agrees to accept the Equipment on the tenth business day following delivery (the "Outside Delivery Date") "as is, where is" and responsibility for the Building including liability and risk of loss shall transfer to Purchaser on the Outside Delivery Date. In addition, Purchaser agrees to make immediate payment in full for the Equipment no later than the Outside Delivery Date. In the event of such delay, Seller reserves the right to change its pricing for any Services. If Purchaser fails to conduct the Inspection and provide Acceptance in a reasonable and timely manner (not to occur later than the Outside Delivery Date), Purchaser shall be deemed to have delivered Acceptance to Seller and shall pay Purchaser in full for the Equipment.



9. **Warranties:** Seller extends and assigns any and all manufacturer's warranties related to the Equipment. There are no additional warranties.

Warranty Disclaimer – EXCEPT FOR THE MANUFACTURER'S WARRANTIES, WHICH ARE HEREBY ASSIGNED TO PURCHASER, PURCHASER AGREES THAT THE EQUIPMENT, THE SERVICES RENDERED BY SELLER AND OTHER ITEMS DELIVERED TO PURCHASER ARE DELIVERED "AS IS, WHERE IS" WITH ALL FAULTS AND DEFECTS. SELLER HEREBY DISCLAIMS, AND PURCHASER HEREBY WAIVES AND RELEASES, ALL LIABILITIES AND OBLIGATIONS OF SELLER, AND PURCHASER AGREES THAT SELLER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT PURCHASED BY PURCHASER OR THE SERVICES RENDERED BY SELLER, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, DESIGN, WORKMANSHIP, CONDITION, STORAGE CAPACITY OR COMPLIANCE WITH LAW.

10. **Payment Terms:** Unless otherwise stated in the Quote or Work Document, Purchaser shall pay Seller the price for the Equipment and the fees for the Services (collectively, the "Charges") for the Equipment and Services as follows: (a) 25% of the Charges are due upon signing and delivery of this Agreement to Purchaser, (b) 65% of the Charges are due upon delivery of the Equipment and /or Services and (c) 10% of the Charges are due upon Acceptance of the Equipment and/or Services.
11. **Assignment:** Purchaser shall neither assign its rights nor delegate performance of its duties under this Agreement unless specifically approved in writing by Seller.
12. **Termination of Agreement:** This Agreement may be terminated by Seller upon the occurrence of any of the following: (1) Purchaser fails to obtain credit approval from Seller, (2) Seller's business closes, (3) manufacturer's business closes and Seller is unable to obtain the same or similar Equipment from another manufacturer without additional cost, (4) Purchaser requests cancellation and receives Seller's written approval prior to Seller placing purchase order for the new manufactured Building or (5) Purchaser's default. Otherwise, Purchaser's breach of this Agreement shall not constitute a termination of this Agreement, and Purchaser shall remain liable for the full performance of all obligations on the part of the Purchaser under this Agreement.
13. **Indemnification:** Purchaser shall indemnify, hold harmless, defend and reimburse Seller and its directors, officers, shareholders, employees, agents, affiliates and assigns (collectively, the "Seller Related Parties") from and against all losses, damages, death, claims, injuries, costs and attorney's fees, whether or not caused by the concurrent negligence of the Seller Related Parties, arising from (a) the loss of, damage to or destruction of Equipment or its contents (the "Contents") due to collision, forces of nature, fire or other casualty, (b) damage to Purchaser's goods or property caused during storage in or transport of the Equipment or the Contents, (c) any levy, attachment or repossession of the Equipment, (d) any fine, liens, tax, penalty, towing, impound or other charges arising from Purchaser's use of the Equipment, (e) Purchaser's breach of this Agreement, (f) the use, maintenance, operation, ownership, transport or rental of the Equipment by Purchaser or Purchaser's agents, (g) any pollution, contamination, environmental impairment and/or similar condition directly or indirectly caused by or resulting in whole or in part from Purchaser's rental of the Equipment pursuant to this Agreement or (h) any environmental statutory or regulatory compliance requirements applicable to any Equipment (or any use thereof) and required under any and all foreign or domestic federal, state or local laws, treaties, ordinances, regulations, codes, rules, orders, guidelines, policies or requirements of any governmental authorities which regulate or impose standards of liability or conduct concerning air, water, soils, wetlands and watercourses, solid waste, hazardous waste and/or materials, worker and community right-to-know, noise, resource protection, health protection and similar environmental, health, safety, and land use concerns as may now or at any time hereafter be in effect. The indemnification obligations of Purchaser hereunder shall survive the termination of this Agreement.



- 14. Seller's Remedies:** In the event of any default by the Purchaser under this Agreement, Seller may: (a) declare the entire amount under this Agreement immediately due and payable, without notice or demand to the Purchaser, (b) sue for recovery of all payments, and other payments, then accrued or thereafter accruing, (c) take possession of the purchased equipment and any parts thereof, without demand or notice, wherever the same shall be located, without any court order or process of law and (d) sue for damages for loss of business profits, loss of revenue, labor costs, all expenses associated with the pick-up of the purchased equipment, attorney fees or any other consequential damage.
- 15. Attorney Fees and Forum Selection:** In the event of any dispute arising under or in connection with this Agreement or any action to enforce this Agreement or to remedy a default or breach hereunder, the prevailing party therein shall be entitled to recover from the non-prevailing party all costs and expenses related to such proceeding or claim, including, without limitation, reasonable attorneys' fees and expert witness fees. All claims brought by Seller against Purchaser or Purchaser against Seller shall be subject to and governed by the laws of the State of Indiana, venue for such claims shall be solely in and subject to the jurisdiction of Marion County, Indiana and no other jurisdiction.
- 16. Sending of Notices:** For purposes of any notice required, Seller represents that its principal place of business is located at 9155 Harrison Park Court, Indianapolis, IN 46216. Purchaser represents that its principal place of business is located at the address set forth in the Quote. Notice mailed to the office of Purchaser or Seller shall constitute sufficient notice to comply with the terms of this Agreement. Notices emailed to Seller at notices@pacvan.com shall constitute sufficient notice to Seller.
- 17. Entire Agreement:** The terms of this Agreement are intended by the Purchaser and Seller as a final expression of their agreement with respect to such terms and also as a complete and exclusive statement of such terms. This Agreement may not be modified or rescinded in any manner except by the written agreement of both Seller and Purchaser. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.



**Town of Surfside
Town Commission Meeting
January 14, 2020
7:00pm**

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

Date: January 6, 2020
Prepared by: Daniel Dietch, Mayor
Subject: Annual Town Manager Performance Evaluation

Background: In accordance with the Town Manager's Employment Agreement, the Town Commission shall conduct a formal performance evaluation at least once annually on or before the anniversary date of each year. His contract, which is attached, specifies an anniversary date of January 5th, so time is of the essence.

Consideration: The Town Commission has previously used the attached Performance Evaluation Form, which includes the following evaluation criteria categories:

1. Individual Characteristics
2. Professional Skills and Status
3. Relations with the Town Commission
4. Policy Execution
5. Reporting
6. Citizen Relations
7. Staffing
8. Supervision
9. Fiscal Management
10. Community

As the deadline to submit agenda items to the Town Clerk for the February 11, 2020 Commission meeting is January 31, 2020, I suggest completing and submitting the Performance Evaluation Form by 3:00pm on Friday, January 24, 2020. This will allow time to compile the results.

Recommendation: The Town Commission confirm the use of the attached Performance Evaluation Form for the period of December 22, 2018 to December 21, 2019 and submit their performance evaluation by 3:00pm on Friday, January 24, 2020.

attachments



Town of Surfside

TOWN MANAGER PERFORMANCE EVALUATION

Evaluation Period: December 22, 2018 to December 21, 2019

Each member of the Town Commission should complete this evaluation form following the instructions on Page 2 and return it to the Town Clerk.

The deadline for submitting this performance evaluation is 3:00pm on Friday, January 24, 2020.

Prepared by:

Signature: _____

Date Submitted:

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Town Manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please type your responses or write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

___ Diligent and thorough in the discharge of duties, "self-starter"

___ Exercises good judgment

___ Displays enthusiasm, cooperation and will to adapt

___ Mental and physical stamina appropriate for the position

___ Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal ___ ÷ 5 = ___ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs in a fair and impartial manner

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

3. RELATIONS WITH THE TOWN COMMISSION

- _____ Carries out directives of the Town Commission as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the Town Commission and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all Town Commission members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

4. POLICY EXECUTION

- _____ Implements Town Commission policy and/or direction in accordance with the letter and intent of the Town Commission
- _____ Supports the actions of the Town Commission after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces Surfside's laws, policies and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the Town Commission for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

5. REPORTING

- _____ Provides regular information and reports to the Town Commission concerning matters of importance to the local government
- _____ Responds in a timely manner to requests from the Town Commission for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the Town Commission on matters that are non-routine and not administrative in nature
- _____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Develops relationships and demonstrates skillful engagement with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Gives an appropriate effort to maintain citizen satisfaction with Town services

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

7. STAFFING

- _____ Recruits and retains competent personnel for staff positions
- _____ Applies an appropriate level of supervision to improve any areas of substandard performance
- _____ Stays accurately informed and appropriately concerned about employee relations
- _____ Professionally manages the compensation and benefits plan
- _____ Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

8. SUPERVISION

- _____ Encourages Departments Directors to make decisions within their jurisdictions with minimal Town Manager involvement, yet maintains general control of and accountability for operations by providing the right amount of communication to the staff
- _____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- _____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Town Manager's office
- _____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- _____ Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

9. FISCAL MANAGEMENT

- _____ Prepares a balanced budget to provide services at a level directed by the Town Commission
- _____ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- _____ Makes the best possible use of available funds, conscious of the need to operate efficiently and effectively
- _____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- _____ Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

10. COMMUNITY

- _____ Takes administrative responsibility for addressing the difficult issues facing the Town
- _____ Develops and champions sound policy recommendations to avoid unnecessary controversy
- _____ Cooperates with neighboring communities and the county
- _____ Helps the Town Commission address future needs and develop adequate plans to address long term trends
- _____ Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

NARRATIVE EVALUATION

What would you identify as the Town Manager's strength(s), expressed in terms of the principle results achieved during the rating period?

What performance area(s) would you identify as most critical for improvement?

What constructive suggestions or assistance can you offer the Town Manager to enhance performance?

What other comments do you have for the Town Manager (e.g., priorities, expectations, goals or objectives for the next twelve months)?

EMPLOYMENT AGREEMENT
TOWN MANAGER

This Employment Agreement ("Agreement") is made and entered into this 9th day of December, 2014, between the Town of Surfside, a Florida municipal corporation, (the "Town") and Guillermo Olmedillo ("Town Manager").

RECITALS

WHEREAS, Section 34 of the Town Charter (the "Charter") requires that there shall be a Town Manager who is the Chief Administrative Officer of the Town;

WHEREAS, Town Manager represents he has the expertise and skills to serve as the Town Manager;

WHEREAS, the Town desires to employ the services of Olmedillo as Town Manager and Olmedillo wishes to accept this employment; and

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

Section 1. Recitals.

The above and foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Duties.

2.1 The Town Manager shall have all powers and perform all duties and responsibilities required by this Agreement and prescribed in the Charter and applicable sections of the Town Code.

2.2. The Town Manager shall carry out the policy directives as determined by a majority of the Town Commission.

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2.3. The Town Manager shall provide the Town Commission with a monthly report, which shall include a list of directives from the Town Commission and the status of achievement of the same. The report shall be included in the monthly Commission Agenda Package.

2.4 The Town Manager shall attend all Commission meetings unless excused by the Commission. He shall also attend the Town's Planning & Zoning/Design Review Board meetings, Tourist Board meetings and Pension Board meetings. In addition, he shall attend other standing and ad hoc committee meetings and other meetings as appropriate to fulfil his duties as Town Manager unless he has schedule conflicts that preclude his attendance.

2.5 The Town Manager shall perform such other duties as may be assigned by the Town Commission from time to time. Should the Town Manager be asked to make a recommendation concerning the award of a Town contract where an entity that the Town Manager previously provided services to through his consulting business, Olmedillo X 5, Inc., is an applicant, the Town Manager shall first seek a Conflict of Interest Opinion from the Executive Director of the Miami-Dade County Commission on Ethics ("MDCCE") before making a recommendation on the award of such contract. Should the MDCCE determine that a conflict of interest exists, the Town Manager shall recuse himself from the decision-making process as to the award of that contract.

2.6 The Town Manager hereby acknowledges that, prior to commencing employment with the Town, he maintained his own consulting business. The Town Manager agrees that, upon the commencement of his Town employment, he will not take on any new consulting project, will cease all consulting activities and will devote all of his time, attention, knowledge and skills to faithfully performing his duties under this Agreement. Notwithstanding the foregoing, the Town Manager may maintain his consulting business for the purpose of receiving payment for consulting work he performed prior to commencing employment with the Town. In addition, and provided he receives

advance approval from the Town Commission, the Town Manager may testify or provide documents in response to a valid subpoena served on him in any action concerning consulting work he performed before commencing Town employment.

Section 3. Salary.

3.1 The Town Manager shall receive an initial annual salary in the amount of \$155,000 payable in equal installments in accordance with the Town's existing pay periods.

3.2 For purposes of this Agreement, the Town Manager's anniversary date shall be January 5th of each year.

Section 4. Performance Evaluations.

4.1 The Town agrees to conduct formal performance evaluations of the Town Manager in a format acceptable to a majority of the Town Commission after six (6), twelve (12) and twenty-four (24) months of service. The Town Commission shall thereafter evaluate the performance of the Town Manager at least once annually on or before the anniversary date of each year. It is understood and agreed that if the Town Manager receives a positive evaluation from the Commission, the Town Manager may receive a salary or benefit increase, but any such increase is solely within the discretion of the Commission, approved at a public meeting.

4.2 The evaluation specified in Sections 4.1 shall be based upon: (i) the Town Manager's performance of the duties specified in Section 2; (ii) the Town Manager's achievements of the Town Commission's policy directives; and (iii) the Town Manager's completion of appropriate professional development programs.

Section 5. Holidays.

The Town Manager shall be entitled to all holidays recognized by the Town.

Section 6. Annual (Vacation) Leave.

6.1 The Town Manager shall accrue 15 business days of annual leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with 5 of those 15 days of annual leave upon the commencement of his employment and will begin accruing the remaining 10 days of annual leave after he completes four months of Town employment. The Town Manager shall submit leave slips for annual leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued vacation leave will be governed by Town policy for non-union civilian employees unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control. After five (5) years of continuous employment as Town Manager, he shall accrue 20 business days of annual leave per calendar-year on a pro rata basis equally per pay period.

6.2 The Town Manager shall not use more than five (5) consecutive business days of vacation leave without prior verbal or written approval of the Mayor. Prior to such leave, the Town Manager shall notify the Commission of who the Acting Town Manager will be during that leave and how the Town Manager may be reached while on leave in case of an emergency.

Section 7. Sick Leave.

The Town Manager shall accrue 12 business days of sick leave per calendar-year on a pro rata basis equally per pay period. However, the Town Manager will be credited with 4 of those 12 days of sick leave upon the commencement of his employment and will begin accruing the remaining 8 days of sick leave after he completes four months of Town employment. The Town Manager shall submit leave slips for sick leave usage in accordance with Town policy for all other Town employees. The carryover and payout of accrued sick leave will be governed by Town policy for non-union civilian employees

unless such policy directly conflicts with this Agreement, in which case the conflicting provision of this Agreement shall control.

Section 8. Retirement Plan.

Within 14 business days of the commencement of his employment as Town Manager, the Town Manager shall elect either to receive a 15% contribution of his base salary into an ICMA retirement plan (such contribution to be made on a pro rata basis equally per pay period) or he may choose to participate in the Town's Retirement Plan as codified in Chapter 2 of the Town Code. The Town Manager shall make such election in writing to the Town's Human Resource Director. If no such election is made, the Town Manager shall participate in the ICMA retirement plan as set forth above.

Section 9. Health Insurance.

The Town shall provide the Town Manager and his eligible dependents with health insurance coverage (i.e., medical, dental and vision) at the Town's cost in the Town's health insurance plans available to all other Town employees.

Section 10. Life Insurance.

The Town shall provide the Town Manager with term life insurance equal to his annual salary.

Section 11. Professional Dues and Expenses.

11.1 The Town shall pay for all customary professional dues and subscriptions necessary for the Town Manager's participation in the ICMA, FCCMA and AICP. In addition, the Town Manager's participation in other municipal and professional organizations shall be as approved in the Town's annual budget.

11.2 The Town shall pay for the Town Manager's participation in those local civic and non-profit job-affiliated organizations that the Town Manager is authorized to participate in by the Town Commission, as approved in the Town's annual budget.

11.3 The Town, through its Controller, shall pay reasonable non-personal job-related expenses incurred by the Town Manager as part of his duties. Such payments shall be made on a reimbursement basis, based upon the Town Manager's actual receipts and expense vouchers. A budget for such anticipated expenditures shall be approved in the Town's annual budget.

11.4 The Town shall provide the Town Manager with an automobile allowance of \$550 per month.

Section 12. Cellular.

The Town shall provide the Town Manager with a cellular telephone or provide an allowance of \$100 per month.

Section 13. Travel.

The Town Manager is hereby approved to attend the annual FCCMA Conference or an equivalent conference at the Town's expense, provided that his attendance at this Conference does not interfere with the performance of his duties as Town Manager. In addition, the Town shall pay for the reasonable and customary registration and travel expenses of the Town Manager for meetings and professional development activities as directed or annually budgeted by the Town Commission.

Section 14. Days.

Unless otherwise specified, any reference to days in this Agreement shall mean calendar days.

Section 15. Bonds.

The Town shall pay for the cost of any bonds for the Town Manager required by Florida Law or the Town Charter.

Section 16. Indemnification.

The Town shall indemnify the Town Manager against any tort, professional liability claim, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring

during the performance of the Town Manager's duties. This provision shall not apply to acts or omissions of the Town Manager committed while acting outside the course and scope of his employment, committed in bad faith or with malicious purpose, or committed in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

Section 17. Term.

The commencement date of this Agreement shall be the date the Town Commission adopts Resolution No. 14-2278. The Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or special Town Commission meeting, subject to the provisions set forth in this Agreement.

Section 18. Termination.

18.1 In accordance with the Charter, the Town Manager shall serve at the pleasure of the Town Commission. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Commission to terminate the services of the Town Manager at any time during a regular or Special Town Commission meeting.

18.2 In the event the Town Commission wishes to terminate the Town Manager without cause, the Town Manager shall receive a lump sum severance pay equal to 20 weeks of his regular base salary at the time of termination. The Town shall also continue to pay the premium for the Town Manager's health insurance for 20 weeks after the effective date of his termination. The Town shall not provide the Town Manager with his automobile allowance, cellular telephone allowance, or any other benefit or reimbursement (except that specifically set forth in this paragraph) beyond the date of his termination. All severance payments (excluding the continuation of his health insurance benefits)

shall be paid to the Town Manager in a lump sum upon his termination or within thirty (30) days thereafter at the Town Commission's option.

18.3 Notwithstanding the provisions of Section 18.2, in the event Town Manager is terminated for misconduct as defined in Section 443.036(30), Florida Statutes, the Town shall have no obligation to pay the Town Manager any severance pay. Misconduct includes, but is not limited to: (i) breach of any material term or condition of this Agreement; (ii) conviction of a felony; (iii) gross insubordination; (iv) willful neglect of duty; or (v) adjudicated violation of the Florida Code of Ethics for Public Officers and Employees, the Miami-Dade Conflict of Interest and Code of Ethics, the Town Charter, or the Town's Conflict of Interest Ordinance.

18.4 Upon payment of the severance payment specified in Section 18.2, upon resignation or retirement as provided for in Section 18.5, or resignation as provided for in Section 18.6, the Town shall have no further contractual financial obligations to the Town Manager. **The severance payment shall constitute stipulated and liquidated damages and the maximum amount of financial liability for which the Town may be liable in the event of termination or breach of contract.**

18.5 In the event that the Town Manager voluntarily resigns or retires during the Term of this Agreement, the Town Manager shall provide the Town with 60 days' advance written notice, unless the parties agree in writing to a different period of time. In the event of resignation by the Town Manager under this Section, the Town Manager shall not be entitled to receive the severance package specified in Section 18.2, but the Town shall pay the Town Manager for his accrued unused vacation and sick leave (if applicable) calculated at the Town Manager's rate of pay in effect upon the date of resignation in accordance with Town policy for non-union civilian employees.

18.6 In the event that the Town Manager voluntarily resigns with less than 60 days' advance written notice, the Town Commission may elect to terminate the Town Manager immediately or allow

the Town Manager to continue to serve until the date specified in the Town Manager's resignation. In the event of a resignation or termination under this paragraph, notwithstanding any other provisions of this Section, the Town Manager shall not be entitled to receive either severance payment or vacation or sick leave unless the Town Commission authorizes payment of same.

18.7 If the Town Manager is unable to perform his duties as specified in Section 2 of this Agreement for a period of 30 consecutive days or 60 non-consecutive days during any one-year period for any reason other than an approved Family Medical Leave Act ("FMLA") absence, the Town Commission may terminate this Agreement. If the Town Manager takes FMLA-approved leave and exhausts his statutorily-protected, FMLA-approved leave in any one-year period, the Town Commission may terminate this Agreement. In the event of the Town Manager's death, this Agreement shall be terminated. If this Agreement is terminated under this Section, the Town Manager shall not be entitled to severance pay pursuant to Section 18.2 of this Agreement.

18.8 Unless otherwise specified in this Agreement, or required by law, upon termination of this Agreement, the Town Manager or his beneficiary shall be entitled to receive payment of any accrued or unused sick or vacation leave in accordance with the terms of this Agreement, as may be amended from time to time. If the Town Manager is terminated pursuant to Section 18.3 of this Agreement, sick and vacation leave shall not be paid.

Section 19. Miscellaneous Provisions.

19.1 Complete Agreement. It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and that the parties agree that there are no commitments, agreement, or understandings concerning the subject matter of this Agreement that are not contained

in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

19.2 Amendment. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and with equal dignity herewith.

19.3 No Waiver. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

19.4 Severability. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall not be affected and shall remain in full force and effect.

19.5 Non-Assignment. The rights and obligations herein granted are personal in nature and cannot be transferred or assigned by the Town Manager.

19.6 Governing Law. Florida law shall govern this Agreement and any litigation which may arise from this Agreement shall be filed and litigated in the Circuit Court in and for Miami-Dade County, Florida, or, if in Federal Court, in the Southern District of Florida.

19.7 Notice. Notice to either party shall be deemed given if sent by certified mail, return receipt requested, by recognized public or private postal facilities, by hand delivery, or delivered at a Town Commission meeting. Notice shall be sent as follows:

For the Town:	Daniel Dietch, Mayor Town of Surfside 9293 Harding Avenue Surfside, Florida 33154 (305) 861-4863 (Telephone) (305) 861-1302 (Fax)
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With a copy to:	Linda Miller, Esquire Town Attorney Town of Surfside
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9293 Harding Avenue
Surfside, Florida 33154
(305) 993-1065 (Telephone)
(305) 993-5097 (Fax)

For the Town Manager:

Guillermo Olmedillo
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]


Exempt per
F.S. 119

Section 20. WAIVER OF JURY TRIAL.

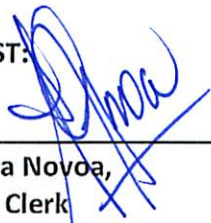
BOTH THE TOWN AND THE TOWN MANAGER KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY
WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY CIVIL PROCEEDINGS THAT MAY BE INITIATED BY
EITHER PARTY WITH RESPECT TO ANY TERM OR CONDITION OF THIS AGREEMENT.

IN WITNESS WHEREOF, the Town, by signature of the Mayor as authorized by the Town Commission in accordance with Resolution No. 14-2278 passed on December 9, 2014, has executed this Agreement the day and year first above written.

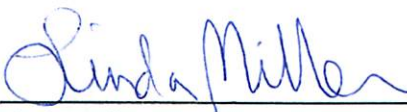
TOWN OF SURFSIDE

By: 
Daniel Dietch, Mayor

ATTEST:


Sandra Novoa,
Town Clerk

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


Linda Miller,
Town Attorney

TOWN MANAGER


Guillermo Olmedillo

Date Dec 5, 2014

RESOLUTION 14 - 2278

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPOINTING GUILLERMO OLMEDILLO AS TOWN MANAGER; APPROVING THE EMPLOYMENT AGREEMENT BETWEEN GUILLERMO OLMEDILLO AND THE TOWN OF SURFSIDE ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the Town of Surfside (the "Town") provides for a Town Manager to act as the Chief Executive Officer and the head of the administrative branch of the Town government; and

WHEREAS, the Town Commission desires to appoint and employ Guillermo Olmedillo as Town Manager effective January 5, 2015 in accordance with the Employment Agreement attached hereto as Exhibit "A;" and

WHEREAS, John Di Censo will proceed to support the Town in his role as Interim Town Manager until February 2, 2015 during the transition of the new Town Manager, Guillermo Olmedillo; and

WHEREAS, during his term as Town Manager, the terms and conditions of employment of Guillermo Olmedillo will be in accordance with the Employment Agreement attached hereto as Exhibit "A."

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

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

Section 2. Town Manager Appointment. The Town Commission hereby appoints Guillermo Olmedillo as Town Manager effective January 5, 2015.

Section 3. Approval of Employment Agreement. The Employment Agreement between Guillermo Olmedillo and the Town attached hereto as Exhibit "A" is hereby approved and shall be effective on January 5, 2015.

Section 4. Effective Date. This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 9th day of December, 2014.

Motion by Commissioner Cohen

Second by Commissioner Olchyk

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

yes
Absent
yes
yes
yes



Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

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



Linda Miller, Esq., Town Attorney



MEMORANDUM

ITEM NO. **9G**

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: January 14, 2020
Subject: Resiliency Reserve Policy

As the Town of Surfside ("Town") is increasingly impacted by the effects of climate change, it is important for the Town to continue building towards a more resilient and sustainable future. In alignment with the Town's Climate Crisis Report and Action Plan, the Town has created an innovative Resiliency Reserve and now it is necessary to establish a Resiliency Reserve Policy to help guide the use of the funds.

The Town Administration is recommending the following use of funds in the Resiliency Reserve:

- Pursue investments which build greater resilience to climate and disaster risks including, but not limited to:
 - Direct costs to raise public infrastructure including seawalls, sidewalks, roadways, buildings, and other related structures
 - Direct costs to acquire, demolish and remove structures
- Implement resiliency-type improvements that strengthen the Town's water management and storm protection systems, including, but not limited to:
 - Submerged lands such as wetlands and living shorelines
 - Coastal uplands such open space parks
- Mitigate the Town's greenhouse gas emissions
- Acquire vulnerable properties and/or related activities

The above expenses would be only be used to supplement not replace any other eligible funds such as the Stormwater Fund for any resiliency-type improvements above and beyond those required.

To date, the Town has matched third-party contributions to the Resiliency Reserve. The Town will also work towards obtaining grants for specific projects to leverage these funds to produce greater impact.

The Town Administration is not recommending the use of the Resiliency Reserve on:

- Recurring costs which should be borne by the relevant Fund
- Small scale or iterative improvements/repairs
- Investments needed to integrate climate and disaster risk scenarios into any plan or study
- Education of residents and visitors on climate change, environmental challenges, and measures taken in response
- Staff salary, taxes, benefits, or any related costs

The Town Administration requests that the Commission provide direction on the recommended Resiliency Reserve Policy. The Town Administration will return next month with a related resolution and policy.

Reviewed by: DT/KS

Prepared by JDG