Town of Surfside
Town Commission Meeting
AGENDA
September 13, 2016
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 corporation or entity (such as charitable organization, a trade association or trade union), without special compensation or reimbursement for the appearance, whether direct, indirect, or contingent, to express support 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 – Mr. Jake Rubin
   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.

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

   A. Minutes – Sandra Novoa, MMC, Town Clerk **Page 1 - 16**
   July 12, 2016 Special Commission Meeting – Quasi Judicial Minutes
   August 9, 2016 Regular Town Commission Meeting Minutes

   B. Budget to Actual Summary as of June 30, 2016 – Guillermo Olmedillo, Town Manager **Page 17 - 19**

   ***C. Town Manager's Report** – Guillermo Olmedillo, Town Manager **Page 20 - 64**

   1. See Click Fix
   2. Development Applications
   3. Surf Club
   4. Code Compliance Cases
   5. Hawthorne Tot Lot
   6. August 2016 Significant Incidents/Arrests
   7. 91st and Abbott Avenue Parking Enforcement Detail
   8. Uniform Crime Report January to June 2016
   9. Police Events
   10. Zika Event
   11. Records Management
   12. Information Technology and TV Broadcasts

   ***D. Town Attorney's Report** – Linda Miller, Town Attorney **Page 65 - 69**

   E. Committee Reports – Guillermo Olmedillo, Town Manager **Page 70 - 93**

   - May 19, 2016 Pension Board Minutes
   - July 26, 2016 Ad-Hoc Citizens Traffic Advisory Committee Minutes
   - August 25, 2016 Planning and Zoning Board Minutes

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

A. Second Reading Ordinances

1. **Monument Signs–** Sarah Sinatra Gould, AICP, Town Planner ***{Item to be deferred to October 13, 2016 at 7:00PM in the Commission Chambers}*** **Page 94 - 98**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING"; SECTION 90-69. DEFINITIONS; AMENDING THE DEFINITION OF "AREA" OF A SIGN TO INCLUDE THE SUPPORTING STRUCTURE WITHIN THE MAXIMUM ALLOWABLE SIGN AREA; AMENDING THE DEFINITION OF "MONUMENT SIGN" TO ADD THAT THE BASE OF THE SIGN IS INDEPENDENT OF THE WALL, ENTRY FEATURE OR FENCE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Construction Hours and Notice** – Guillermo Olmedillo, Town Manager **Page 99 - 103**

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING "CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE II. - BUILDING CODE"; SPECIFICALLY CREATING SECTION 14-32; "CONSTRUCTION SCHEDULE AND NOTICE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

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(Set for approximately __7:45__ p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. **Pension Amendment Increasing Employee Contributions and Improving Benefits** – Guillermo Olmedillo, Town Manager **Page 104 - 113**

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 2-171 OF THE TOWN CODE TO CREATE A DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-176(a)(4) OF THE TOWN CODE TO PROVIDE FOR SEVEN YEAR VESTING FOR THE TOWN ATTORNEY; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR GENERAL EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 68% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR SENIOR MANAGEMENT EMPLOYEES AND INCREASING THE BENEFT CAP FROM 60% TO 80% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-180(a) OF THE TOWN CODE TO INCREASE IN THE GENERAL EMPLOYEE AND SENIOR MANAGEMENT EMPLOYEE PICK-UP PENSION CONTRIBUTION BY 2%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

2. **Architecturally Significant Buildings on H120 Zoned Lots** – Commissioner Daniel Gielchinsky **Page 114 - 123**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-2 "DEFINITIONS" AND 90-33 "ALTERATION OR ENLARGEMENT OF NONCONFORMING STRUCTURES" TO PERMIT ALTERNATIVES FOR THE REDEVELOPMENT OF EXISTING ARCHITECTURALLY SIGNIFICANT BUILDINGS IN THE H120 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

(Set for approximately 8:15 p.m.) (Note: Depends upon length of Good and Welfare)

A. Employee Health Benefits Contract Renewal for FY 2016-2017– Guillermo Olmedillo, Town Manager **Page 124 - 175**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING GROUP HEALTH AND VISION COVERAGE WITH UNITEDHEALTHCARE, DENTAL COVERAGE WITH GUARDIAN AND TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILITY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

B. Fraternal Order of Police Collective Bargaining Agreement - Guillermo Olmedillo, Town Manager **Page 176 - 257**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE ("FOP") DATED OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019 ATTACHED HERETO AS ATTACHMENT "A"; DIRECTING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Resolution to Authorize the Engagement of Marcum, LLP for the Annual Audit of the Financial Statements – Guillermo Olmedillo, Town Manager **Page 258 - 273**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE RENEWAL OPTION WITH MARCUM LLP FOR AUDITING SERVICES; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution Declaring Principles of Inclusion – Mayor Daniel Dietch **Page 274 - 277**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS, AND URGING ACTION BY NATIONAL, STATE,

AND LOCAL GOVERNMENTS, BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPLES; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE NATIONAL LEAGUE OF CITIES, NATIONAL ASSOCIATION OF COUNTIES, FLORIDA LEAGUE OF CITIES, FLORIDA ASSOCIATION OF COUNTIES, MIAMI-DADE COUNTY LEAGUE OF CITIES, MIAMI-DADE COUNTY, MIAMI-DADE PUBLIC SCHOOLS, AND MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

E. **Zika Cooperation Urging Resolution** – Mayor Daniel Dietch **Page 278 - 281**

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO UNITED STATES SENATOR BILL NELSON, UNITED STATES SENATOR MARCO RUBIO, CONGRESSWOMAN DEBBIE WASSERMAN-SCHULTZ, FLORIDA SENATOR GWEN MARGOLIS, FLORIDA REPRESENTATIVE JOSEPH GELLER, EACH MEMBER OF THE MIAMI-DADE COUNTY COMMISSION AND EACH MAYOR OF MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Good and Welfare** ***(Set for approximately 8:15 p.m.)***
Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. **Town Manager and Town Attorney Reports**
Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.
All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

A. **Single Family Home Historic Significance and Education Process** – Commissioner Tina Paul **Page 282**
B. **Board and Committee Appointments** – Guillermo Olmedillo, Town Manager **Page 283 - 284**
C. **Beach Chair Management** – Guillermo Olmedillo, Town Manager **Page 285 - 286**
D. **Proper and Sufficient Information Dissemination** - Guillermo Olmedillo, Town Manager ***(Verbal)***

10. Adjournment

Respectfully submitted,

Guillermo Olmedillo
Town Manager

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

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

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

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

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

Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES
July 12, 2016
6 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 6:11 P.M

   B. **Roll Call of Members**
   Town Clerk Sandra Novoa called the roll with the following members present: Mayor Daniel Dietch, Vice Mayor Barry Cohen and Commissioner Tina Paul. Commissioner Michael Karukin, and Commissioner Daniel Gielchinsky were absent.

   C. **Pledge of Allegiance**
   Assistant Attorney Graham led the Pledge of Allegiance

2. **Quasi-Judicial Hearings**

   A. **Surf Club Site Plan Amendment -** Guillermo Olmedillo, Town Manager

   A RESOLUTION OF THE TOWN COMMISSION OF SURFSIDE, FLORIDA; APPROVING A SITE PLAN AMENDMENT APPLICATION, FOR THE PROPERTY LOCATED AT 9011 COLLINS AVENUE, SURFSIDE, FL 33154; PURSUANT TO SECTION 90-41 ET SEQ. OF THE ZONING CODE; TO PERMIT AN ADDITIONAL SWIMMING POOL AT THE REAR OF THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE AND TO PERMIT MODIFICATION OF THE LANDSCAPING ON THE PROPERTY ON THE EAST SIDE OF COLLINS AVENUE; AND PROVIDING FOR A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.
   Town Clerk Sandra Novoa read the title of the resolution.

Mayor Dietch explained the quasi-judicial process and the duties of the Commission.

Town Clerk Sandra Novoa confirmed that compliance with advertising notice requirements have been met.

Attorney Miller asked the Town Commission if anyone had ex-parte communications with the Applicant or any objector.

Mayor Dietch said he had a conversation with the applicant not specifically on this subject but on the sand and any excavated sand from the site was discussed. Both Vice Mayor Cohen and Commissioner Paul said they have had no ex-parte communication with the applicant.

Town Clerk Sandra Novoa swore in everyone wishing to speak in favor or against the item.

Town Planner Sinatra presented the item and said staff is recommending approval. Alex Tachmes and Kobi Karp, architect, representing the Four Seasons Hotel and residents of the Surf Club had a power point presentation of the proposed project.

The Mayor opened the public hearing. No one wishing to speak the Mayor closed the public hearing.

Commissioner Paul thanked the Surf Club for their energy and environmental design.

Vice Mayor Cohen made a motion to approve. The motion received a second from Commissioner Paul and all voted in favor with Commissioner Karukin and Commissioner Gielchinsky absent.

3. Adjournment

The meeting adjourned at 6:25 p.m.

Respectfully submitted,

Accepted this _____day of _____, 2016

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, MMC
Town Clerk

Town of Surfside
Town Commission Meeting
MINUTES
August 9, 2016
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 7:10 p.m.

   B. Roll Call of Members
   Town Clerk Sandra Novoa called the roll with the following members present: Mayor Daniel Dietch, Vice Mayor Barry Cohen and Commissioner Tina Paul, Commissioner Michael Karukin and Commissioner Daniel Gielchinsky.

   C. Pledge of Allegiance
   Police Chief Allen led the Pledge of Allegiance

   D. Mayor and Commission Remarks – Mayor Daniel Dietch
   Mayor Dietch spoke about the last Commission Meeting as it weighed heavily on him. He spoke about decorum and especially in relation to their engagement with each other. He expressed his love for the town and why he wanted to be a public official. He encourages the community to come to the meetings and have a voice on subject matters. He asks his colleagues and members of the community to be respectful of each other when they express their views especially when they are in disagreement. He would like future meetings to be held in a more timely and respectful fashion and is asking both his colleagues and the community to help move forward in such a manner and be mindful of their remarks.

   Commissioner Paul thanked the Mayor for his remarks. She said she attended a rally for Hillary Clinton and one of the things she said that touched her was that Secretary Clinton thanked all elected officials for their devotion and hard work they do for their respective communities.

   Vice Mayor Cohen said he would like to apologize if he offended anyone at the last Commission meeting. He agrees with the Mayor that we should not be going back and forth with each other on an issue. We all want the best for our town and although we may be passionate in our views we have to express them with decorum. Speaking out of turn is unacceptable and everyone including his colleagues, should first ask permission from the Mayor as he controls the meetings.

E. Agenda and Order of Business Additions, deletions and linkages
Items 4B1 and 5B are linked.

F. Community Notes – Mayor Daniel Dietch
The Mayor announced that mosquito control information can be found on the town website as well as upcoming community events which can be found in the Gazette and on the Town's website. He encourages everyone to sign up for alerts specific too Surfside and also reminded the community to please pick up after their dog.
Commissioner Karukin gave a brief update on the traffic committee issue and Vice Mayor Cohen gave a brief update on the mosquito issue as well as the Tourist Board.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda
Commissioner Karukin made a motion to approve the consent agenda. The motion received a second from Commissioner Gielchinsky and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk
July 14, 2016 Regular Town Commission Meeting Minutes
July 20, 2016 Special Budget Commission Meeting Minutes

B. Budget to Actual Summary as of May 31, 2016 – Guillermo Olmedillo, Town Manager

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

1. See Click Fix
2. Development Applications
3. Code Compliance Cases
4. State of Florida Department of Transportation/Surfside Meeting
5. July 2016 Significant Incidents/Arrests
6. Department of Highway and Safety Motor Vehicles DAVID Audit: Site Visit Report
7. Installation of Traffic Control Enhancements
8. Personnel Transfers
9. Police Events
10. Information Technology and TV Broadcasts

***D. Town Attorney's Report** – Linda Miller, Town Attorney

E. Committee Reports – Guillermo Olmedillo, Town Manager

- May 2, 2016 Tourist Board Meeting Minutes
- May 25, 2016 Planning and Zoning Board Meeting Minutes
- June 6, 2016 Tourist Board Meeting Minutes
- June 20, 2016 Parks & Recreation Committee Meeting Minutes
- July 11, 2016 Tourist Board Meeting Minutes

4. Ordinances

A. Second Reading Ordinances

1. Sheds – Sarah Sinatra Gould, AICP, Town Planner

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING"; SEC. 90-19. "SINGLE-FAMILY AND TWO-FAMILY DEVELOPMENT REVIEW PROCESS"; SPECIFICALLY AMENDING SECTION 90-19.7 EXEMPTING SHEDS FROM PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD REVIEW AND PROVIDING THE DESIGN GUIDELINES SHALL BE FOLLOWED; AMENDING "SECTION 90-54 "ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS" SPECIFICALLY AMENDING SECTION 90-54.7 RELATED TO SHEDS AND LANDSCAPE REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk Sandra Novoa read the title of the ordinance.

The Mayor opened the public hearing.
No one wishing to speak, the Mayor closed the public hearing.

Commissioner Paul made a motion to accept. The motion received a second from Vice Mayor Cohen and all voted in favor.

2. Construction Hours and Notice – Guillermo Olmedillo, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING "CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE II. - BUILDING CODE"; SPECIFICALLY CREATING SECTION 14-32; "CONSTRUCTION SCHEDULE AND NOTICE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Gielchinsky made a motion to discuss. The motion received a second from Commission Paul. Commissioner Gielchinsky said many people

cannot do work on their homes on a Saturday and that the ordinance should include Sundays.

Commissioner Gielchinsky made a motion to amend the ordinance to allow for the same type of activities on Sundays. The motion received a second from Vice Mayor Cohen. Commissioner Paul also had a friendly amendment to the ordinance which should say notification of outside of hours should include notifying nearby properties prior to construction and subject to approval. Another section was not clear as to whether they were referring to outside hours. Building Official Ross Prieto gave some clarification regarding work being done with and without a permit and noise. Manager Olmedillo spoke about the noise ordinance and with a permit construction is allowed within the designated hours. The Mayor understands that the Commissioners are asking for less noise on the weekends even though construction or maintenance is being done.

The Mayor opened the public speaking.
-George Kousoulas thought the ordinance was good and that Commissioner Gielchinsky's amendment better. He suggested they consider no work done at all on weekends or include language for specific types of maintenance which would be allowed.
-Terry Cohen said how do you really separate noise from construction and who do you call when it is too loud.

No one else wishing to speak the Mayor closed the public speaking.

Commissioner Gielchinsky withdrew the previous motion. Commissioner Gielchinsky made a motion to accept the friendly amendment by Commissioner Paul and direct staff to modify Section 1432, Subsection (2) which Commissioner Paul suggested and Section (4) to include Sundays like Saturdays and subject to noise regulations. The motion received a second by Vice Mayor Cohen.

Commissioner Gielchinsky withdrew the previous motion and made a motion to defer the item and bring it back with the above changes. Commissioner Karukin asked the sections be broken down when presented so they see the changes. The motion received a second from Commissioner Paul and all voted in favor.

B. First Reading Ordinances

1. **Amending Rules and Procedures for Town Meetings –** Linda Miller, Town Attorney *[Linked to Item 5B]*

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. "RULES OF PROCEDURE FOR TOWN MEETINGS"; SPECIFICALLY AMENDING SECTION 2-203. "MEETINGS" TO CREATE RULE 4.03 "ELECTRONIC FILES PRESENTED AT PUBLIC MEETINGS"; SPECIFICALLY AMENDING SECTION 2-204. "COMMITTEES" TO AMEND RULE 5.01 "CONTINUING COMMITTEES AND AD-HOC COMMITTEES" AND TO CREATE RULE 5.02 "TOWN COMMISSION LIAISON; APPOINTMENT AND DEFINITION"; CORRECTING SCRIVENER'S ERRORS IN SECTION 2-203. "MEETINGS," SECTION 2-204. "COMMITTEES" AND SECTION 2-207. "RULES OF DEBATE"; SPECIFICALLY AMENDING AND CORRECTING THE TITLE OF SECTION 2-208. "ADDITIONAL ORDINANCES PROSCRIBING TOWN COMMISSION PROCEDURE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the ordinance.

Commissioner Paul made a motion for discussion. The motion received a second from Commissioner Gielchinsky. There was discussion as to the timeframe for submitting a request for visual equipment. It was suggested that for Commission and all meetings, requests be submitted by noon one day prior to the meeting.

Mayor Dietch spoke about the Advisory Committees to the Manager (Section 2 Items A-E) and especially the advisory committee regarding traffic. It has not materialized as he expected and wishes to exclude any advisory committees not convened by the Town Manager.

Commissioner Paul did not quite understand the term "excusable neglect" and Town Attorney Miller explained the legal term which is quite often used and Commissioner Gielchinsky said it really is a protection for the town.

Commissioner Karukin asked if the rules in this ordinance apply to Boards as well. Attorney Miller said the Boards have been following these rules in their rules and procedures and this ordinance now includes committees and explained that Resolution No. 2007-1792 is outdated and will be repealed. Terms of office were discussed as well as replacement of a member. Commissioner Karukin feels there is too big a gap between the Resolution and this ordinance.

Vice Mayor Cohen made a motion to pause and go to Good and Welfare. The motion received a second from Commissioner Paul.

After Good and Welfare was closed the discussion of this item continued.

Town Attorney Miller said Commissioner Karukin had a good point and that Planning and Zoning and the Tourist Board had very specific requirements regarding appointments and terms of office. In light of the comments made, she would like to bring this item back in September with new language for their review.

Commissioner Gielchinsky made a motion to defer the item. The motion received a second from Commissioner Karukin and all voted in favor.

5. Resolutions and Proclamations

A. Hawthorne Tot Lot Renovation and Replacement Fence – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING THE APPROPRIATION AND EXPENDITURE OF FUNDS FOR THE HAWTHORNE TOT LOT RENOVATION PROJECT; APPROVING AND AUTHORIZING THE TOWN TO PIGGYBACK OFF THE COMPETITIVELY BID U.S. COMMUNITIES CONTRACT NO. 110179.09 NINTH AMENDMENT TO MASTER PURCHASE AGREEMENT BETWEEN MECKLENBURG COUNTY, STATE OF NORTH CAROLINA AND GAMETIME DIVISION OF PLAYCORE WISCONSIN, INC. IN THE AMOUNT OF $96,002.50; AWARDING THE PROPOSAL TO FENCE MASTERS, INC. FOR THE HAWTHORNE TOT LOT FENCE REPLACEMENT IN THE AMOUNT OF $17,685.00; APPROVING THE TOTAL EXPENDITURE OF FUNDS AMENDING THE TOWN'S BUDGET FOR 2015/2016 FISCAL YEAR FROM THE FISCAL YEAR 2015/2016 CAPITAL PROJECTS FUND ACCOUNT NO. 301-4400-572-6370 FOR THE AMOUNT OF $113,687.50; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

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

Commissioner Karukin had a question about the financing and why was this not budgeted. Parks and Recreation Director, Tim Miliam explained the funding is coming from the volunteer proffers fund and it is in place for capital improvement

projects. He also gave more details about the park such as equipment and umbrellas. Finance Director Nelson gave more details on the budget and why it was amended to include this item. Town Manager Olmedillo asked Director Miliam to explain to the town the process for appropriation of projects that come before the Commission and Director Miliam responded in detail.

Vice Mayor Cohen spoke about the update of the park which he was in favor of especially that there are lots of trees for shade. He had questions about the sand box and Director Miliam addressed his questions. For the record, the Mayor wanted to clarify that they are not going to bring back in the merry-go-round. Director Miliam said that is correct. Commissioner Gielchinsky commended Director Miliam and his staff for the effort they put into this project.

Commissioner Karukin made a motion to approve. The motion received a second from Commissioner Paul and all voted in favor.

B. Repeal Resolution No. 2007-1792 Approving and Adopting Rules and Procedures for Committees Created by the Town Commission – Linda Miller, Town Attorney *[Linked to item 4B1]*

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; REPEALING RESOLUTION NO. 07-1792 "APPROVING AND ADOPTING RULES AND PROCEDURES FOR COMMITTEES CREATED BY THE TOWN COMMISSION"; PROVIDING THAT COMMITTEES SHALL BE GOVERNED BY TOWN CODE ARTICLE VI. "RULES OF PROCEDURE FOR TOWN MEETINGS" SECTION 2-204. COMMITTEES; PROVIDING FOR AUTHORIZATION AND PROVIDING FOR AN EFFECTIVE DATE.
Town Clerk Sandra Novoa read the title of the resolution.

Commissioner Gielchinsky made a motion to defer the item. The motion received a second from Commissioner Karukin and all voted in favor.

6. Good and Welfare

The Mayor opened the public speaking.

Public Speakers:

-Clara Diaz-Leal spoke about the last meeting and some of the comments by the Commission which were somewhat dismissive and disdainful. We all want the same thing and those of us who do show up and voice our opinion should be respected even if we are not in agreement. People who want their voices heard should show up at the meetings and not have private conversations with officials on the outside.

-Marianne Meischied was concerned that the meeting minutes do not accurately reflect what is being said especially the public testimony. She referred to her comments at the last meeting and said the minutes left out the most important part of her comment. It should have read Ms. Meischied said "the ordinance should include upland only because the State Statute 161 directs the town to do so (she read the Statute)." She further stated it was not

only omitted from the minutes but the Commission has brushed it aside and ignored it. That evening the ordinance before them made a provision about overnight beach storage and it was cast aside. Then the Commission used Statue 161 to threaten her building with daily fines.

-George Kousoulas said in their decision making the Commission does not always use the resources available to them. A case in point is State Statute 161 (Beach and Shore Preservation) which he believes was brought to their attention long ago and he had hoped the Commission would become familiar with it. He said if they had looked into the State Statute the beach chair issue would have been solved months ago. He read part of the Statute dealing with the issue which says the town is directed and has the authority to protect the rights of upland owners. He believes the town's hands are not tied and they can do what is authorized by the State. He urges the Commission to look carefully and properly at the material available to them as there are laws they can use and to not cast this aside.

-Jeffrey Platt was upset over the last Commission meeting and was ashamed that the Mayor let it happen. The public gets three minutes to speak and then the Commission can respond and attack and continue speaking with no further input from the public. He addressed Vice Mayor Cohen and said everything he told the community was a lie and believes it was done for his personal gain and that his sole agenda is the Shul as they want parking and development on Abbot Avenue. Mr. Platt said he thought they should know that he believes some years ago one of their members was arrested for aggravated battery. He doesn't know the outcome of the case but said they may have a convicted felon on their Board. He also mentioned that a member of the Board said he believes they knew nothing about the sand or the sand committee and yet voted to remove that sand.

-Larisa Alonso wanted to address the behavior of some of the Commission members at the last two public meetings. She reminded them they were put there to serve the community and not to belittle or denigrate the individuals who put them in office to serve them. She said Commissioner Gielchinsky called them the vocal minority and wanted to know who he was referring to when he said minority and was he referring to women or Hispanics. She further stated that although he encourages everyone to come to the meetings he never thanks the people who do come and many on a regular basis. There are many residents in Surfside and asked if he only speaks to those who support his position. Many of the residents have the courage to attend meetings and voice their opinions especially when they feel the town is going in the wrong direction and they in turn have listened to other residents and the Commission. However, she feels the Commission does not listen to them. She further stated that Vice Mayor Cohen referred to them as a mob and said they are not criminals. She believes both these Commission members owe them an apology and that the Mayor should conduct the meetings with decorum which pertains not only to public speakers but for the Commission members as well. On another note, she mentioned a question which has gone unanswered for several months regarding members of the Tourist Board and their qualifications.

-Deborah Cimadevilla spoke about her attendance and participation at meetings because she cares about the town and when speaking to residents she encourages them to attend and express their views. Even when in disagreement with the Commission she has always been respectful but she has never seen such disrespect from Commissioners as she has in the past few months. Addressing Vice Mayor Cohen, she said although he apologized at the beginning of the meeting she was extremely offended by his remarks calling them a mob and with the sand issue saying there was no toxic sand. They wanted a safe clean beach and had to fight for two years to get it. The DEP did issue a violation to the Surf Club as

they were noncompliant for a long time. She feels they have been discredited time after time when they sacrifice their time and efforts to keep Surfside safe and beautiful. She addressed Commissioner Gielchinsky and said he was very rude and dismissive of her findings when he responded to the subject of underground utilities and he did not give all the facts. She went on to say they were called the vocal minority and there were many first timers at the meeting and she was embarrassed by the Commissioner's attitude toward them and thinks the public needs an apology.
-Terry Cohen said she was saddened to see what was being said this evening. She appreciates all that the residents have done but we also have to appreciate what the Commission is doing. She addressed Ms. Alonso's comments that she does not want to be belittled. However, she belittles the Tourist Board and said she was called by Ms. Alonso a fashion design worker and said she does not know my credentials and what I have done to be part of that Board. Ms. Cohen said she is Latin and a woman and Commissioner Gielchinsky allowed her to be part of the Tourism Board and is appalled by Ms. Alonso's accusation. She said we are all part of Surfside and we have got to stop this kind of talk.

No one else wishing to speak the Mayor closed the public speaking.

Commissioner Paul said she was not happy with the way things transpired at the last meeting and the comments made and some made at her. She stated she was here to serve for the town and its residents and that will not change. She said she was sorry that some people were disrespected and dismissive but she doesn't think it was by done by her. She thinks other commissioners have to be more sensitive as to how they sound and what they say as we are all here for the betterment of Surfside and decorum has to be met both ways. She addressed the issue of the minutes and understands they are not word for word and sometimes there may be a correction to them. If one feels misrepresented, they can contact the town clerk to have them amended. Addressing the beach chair issue, she believes we have customary rights and wants to protect the residents and their rights to the beach. Although public speakers only get three minutes to speak she said they do try to address their concerns. As to the Tourist Board she suggested Ms. Alonso speak to the administration about that and if they feel there is a problem then they can look into it. She thanked Ms. Cimadevilla for her service to the town and said the reason she ran for this position was because she was one of the people who inspired her to sit here. To Ms. Cohen she said she was troubled also and found it hard to speak this evening.

Vice Mayor Cohen said this has been going on since he came in office and we have not followed 7.05 in the agenda. Speaking for himself, he spends many hours of his time serving on the Commission and although we have differences of opinion, sitting up here at times it feels as though we are being yelled at. The Commission gives their time and energy to serve and some public speakers do not even address them by the title they have been elected to and sometimes make slanderous remarks. He said they represent hundreds of people who do not attend the meetings. He further said we all have to learn how to communicate better with each other and addressing the Commission for three minutes in a rant only makes it difficult when they have to respond. He personally has gotten frustrated by it. We all want what is best for Surfside and we can do this in a proper way and follow decorum as we all have to start working together and slandering each other is a dangerous place to go.

Town Manager Olmedillo addressed the issue of the minutes. He explained that the minutes are a summary of the proceedings and meet the requirements of the law. If people want the minutes to be verbatim then a court reporter would have to be hired and that would be an additional cost. He said we have the records and the tapes and we announce the meetings and post the meetings on our website and the records are ample. Minutes do not express feelings but are just a summary of the meeting.

Mayor Dietch spoke and said we should treat people the way we would like to be treated. Many of us are neighbors but when the Commission sits at a meeting they have a responsibility to represent the entire community those who attend and those who do not attend and they cannot always please everyone. There are different interests being represented and their job is to listen to everyone and then use their judgement in making a decision. Several emails were received and the issue of the Tourist Board was brought up this evening that a response was never received. He said a response was given and copied several times and it may not be the response you wanted but does not mean a response was not given. The last email he received said it would be taken to the next level which is fine. He has asked the Town Attorney if the Tourist Board members meet the composition of the Board language and the answer was yes. He also suggested that if an email needs a response from the Mayor to address it to him and not just copy him as he does get a lot of emails. He closed by saying he wanted the public to express their feelings this evening as he thought it was important. During the day we are your neighbors and during the Commission meetings we are your Commission and asked that they treat the Commission as they would like to be treated. The Mayor closed Good and Welfare and resumed with Item 4B.1.

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. Post Office Parking Garage Update – Guillermo Olmedillo, Town Manager

Manager Olmedillo gave an update and said he spoke to the lot owner with the town's proposal. His response was that the town build the parking garage and keep it and he builds the retail space and keeps it. Manager Olmedillo said he did not think the town would find this financially feasible. The Manager is asking for the Commission's direction and perhaps leave out the Post Office lot and go forward on another lot. Commissioner Karukin proposed using the portion of the lot that the town owns and modifying it perhaps double decked. Manager Olmedillo did not think that would work and explained why he thought so.

Building Official also said the alleyway is public property.

Commissioner Gielchinsky said before he was elected to the Commission he was in favor of the Post Office parking lot site and the owner was not interested in a discussion. We have come a long way as the owner has now been in negotiations with the town and he commends Manager Olmedillo for his work on this. However, he is not in favor of the terms the owner is presenting and feels we should start looking elsewhere and mentioned the Abbott lot as an immediate need for consideration. Commissioner Karukin said we only have an immediate need because of the parking trust fund and sold spaces we do not have. He does have an issue for the need of additional parking garages in general and whatever is decided he would like to see it go to a referendum as it will change the face of the town. He believes more analysis needs to done.

Mayor Dietch said we do not have to go back to square one as much as been done and analyzed. He said they are taking small steps so they can come to the right decision for the right reasons.

Commissioner Paul thanked the Town Manager for his efforts and agrees with him that we should not go forward with this lot. She believes the best lot is the one at Town Hall as we own the land. Whatever we do should be well thought out and developed. She would like to hear Town Planner Sinatra's view on the subject.

Vice Mayor Cohen said we are studying this correctly and sometimes things more slowly in order to come to the right decision. We need to manage growth as we are not the small little town we used to be and feels we do have a parking problem now. He is not in favor of the Town Hall site as that is a huge project and we do not have the funds to do all that should be done for the Town Hall. He feels the Abbot lot does not require a referendum and we can go forward with it now and it would serve the need we have now. He would like to have the Commission direct the Town Manager to get a RFP on the Abbott lot and go forward on this.

Commissioner Paul respectfully disagrees regarding no referendum needed and believes that wherever the parking garage is to be it should go to a referendum as it will change the face of the town.

Commissioner Karukin responding to the Vice Mayor respectfully disagrees about Surfside changing and is not being a small sleepy little town as many residents do not agree with his grand vision. Many residents would like to preserve and protect the small town feeling as much as possible. He said a parking structure is not necessarily an infrastructure and we could get along fine without it. He agrees that certain times of the year we may have an issue but other than those times it would be empty. He also feels this would put us in greater financial debt and sees no need.

The Mayor spoke about the business district need and the town not following its ordinances regarding new buildings and parking. He said there was a loophole in the system and it was used but we have now fixed it. He believes the Abbot lot is right but not ready to go straight to an RFP as we do not have specific definition. He said we have to address the traffic issue as well as the financial issue. If we decide on the Abbott lot, we need to put a buffer between the residential homes and the garage.

Mayor Dietch opened the public speaking.
Public Speakers:
-Deborah Cimadevilla said there has to be a plan for developers that take into consideration the residents especially their workers taking up parking spaces used by residents. She had visuals to support her presentation. With new construction planned where are the workers going to park.
-Clara Diaz-Parker thanked Commissioner Karukin and Commissioner Paul and agrees with them. She does not see the emergency in this and feels the traffic going through on her street is more of a problem. There is more parking needed in the south as it seems sufficient in the north.
-Lou Cohen recited a poetic quotation which he thought pertained to all that was said tonight which began with "To do or not to do and whether 'tis nobler in the mind to suffer the slings and arrows, etc." He thinks they should move on with the underground space in the Abbott lot. If a move is made it should fit in with the town and agreeable to the people living around it.

No one else wishing to speak the Mayor closed the public hearing.

Town Planner Sinatra was asked which site is best. She said it depended on lots of issues and not being provided the scope she cannot give an opinion. Once they decide exactly what they want to do it probably would need a referendum especially if it involves residential homes.

Commissioner Karukin spoke about the 2012 study that was done and had issues with underground structure. He also said it is true we do not need a referendum on the Abbot lot but the Commission could choose to do so. Commissioner Paul agreed with not being in favor of an underground structure. She also agrees with Planner Sinatra in needing a defined scope as to what they want to do as we want to do this one time and do it correctly.

Commissioner Gielchinsky said there are many philosophical differences here and the issue we have to decide today is what direction we want to move in. We should not move to an RFP too quickly as it is very expensive and time consuming. He believes there should be a buffer for residential areas and would like to see a multi-family or retail component added to the plan which would minimize the cost to the town.

Mayor Dietch said we have an advisor (Lambert) who has been helping the town with this and directs the Town Manager to work with him and engage

in defining a scope and the components to make this a viable project. Manager Olmedillo explained the transition and re-zoning which are policy decisions that may have to be considered. The issue of a referendum was discussed and Commissioner Karukin suggested first a straw ballot.

Commissioner Paul supports the Town Hall lot and sees it more beneficial to the community as it has a lot more potential.

Vice Mayor Cohen said the town has grown and has wonderful opportunities. He agrees with the Town Manager in creating buffer zones and dealing with the traffic problem. He would like to see what the Town Manager, architects and the community come up with. He believes the Abbot lot could solve many of the issues they have. Although the Town Hall is to be considered he views it as something that is going to disintegrate as it is very old.

Commissioner Karukin said from an economic perspective the only revenue producing location is the Abbott lot and the Post Office lot. As to the Town Hall lot the only way it could make economic sense would be to go retail. He prefers this site but we would have to take out loans or issue bonds to do it.

The Mayor asks that we identify a site and ask the Town Manager to come back in sixty days with framework so we can make more detailed decisions and so we can define what the scope will be for an RFP.

Commissioner Gielchinsky made a motion to identify the Abbot Lot as the site to explore. The motion received a second from Vice Mayor Cohen. The motion carried 4/1 with Commissioner Paul voting in opposition.

Mayor Dietch directed the Town Manager to start to define the scope process that has an operation management, and generally focus on the financials, the schematics to deal with buffers and traffic circulation in and around the site, and to come back with those issues in sixty days. The issue of whether a referendum was the way they wanted to go was discussed. Manager Olmedillo said with the funds he has available the concepts he will present will be a bit crude. The Mayor said if he needs more funds to come back with a proposal and they will see what can be done. With a show of hands, the Commission members were in agreement with the direction.

B. Historic Presentation – Commissioner Tina Paul

Commissioner Paul said she received an email from a resident and believes there is a misconception as the resident thought they were going around and designating what is historic. Commission Paul said that was not so and responded to the email as the County was just doing a study and survey as to which buildings may be historic and will come back with their report. She believes the public has some misconceptions about the meaning of a structure being designated as historic. Some of the Commission did not

receive the email and information and the town clerk will forward it to them. The Mayor explained why some residents are fearful of this and do not understand what it means. He wants clarification from the Historic Board that this is just an inventory and not a designation. Commissioner Karukin said his favorite style is Spanish Mediterranean.

Commissioner Paul made a motion to allow Miami-Dade Historic Preservation Board to do a survey of the town single-family homes in the H30A and H30C districts. After much discussion and wanting assurance that no designation is made without the town's input, Commissioner Paul withdrew the motion.
The Mayor directed the Town Manager to participate in this process with the Historic Preservation staff and Board to develop a framework and report back to the Commission. Members of the Commission were in agreement.

C. Sea Level Rise and Impact Fees – Commissioner Daniel Gielchinsky
Commissioner Gielchinsky presented the item.

Commissioner Karukin made a motion to defer the item to the Sub-Committee. The motion received a second from Commissioner Paul and all voted in favor.

D. Work Force Housing – Guillermo Olmedillo, Town Manager ***[Verbal]***
Manager Olmedillo gave an update. The Mayor said although it was an important concept being presented it does not fit Surfside. It was agreed that there should be a threshold limit of 10,000 and asked the Town Manager to try to get it down to 5,000.

10. Adjournment
The meeting adjourned at 10:58 p.m.

Respectfully submitted,

Accepted this _____day of _____, 2016

_____
Daniel Dietch, Mayor

Attest:

_____
Sandra Novoa, MMC
Town Clerk

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2015/2016

AS OF **June 30, 2016**

75% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Agenda Date: **September 13, 2016**

GOVERNMENTAL FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET
GENERAL FUND				
REVENUE	$11,662,497		$12,781,002	91%
EXPENDITURES	9,128,525		$12,781,002	71%
Net Change in Fund Balance	2,533,972			
Fund Balance-September 30, 2015 (Audited)	5,905,726	A		
Fund Balance-June 30, 2016 (Reserves)	$ 8,439,698			
RESORT TAX (TEDAC SHARE)				
REVENUE	$ 446,927	B	$661,870	68%
EXPENDITURES	349,274		$661,870	53%
Net Change in Fund Balance	97,653			
Fund Balance-September 30, 2015 (Audited)	339,396			
Fund Balance-June 30, 2016 (Reserves)	$ 437,049			
POLICE FORFEITURE/CONFISCATION				
REVENUE	$ 37,320		$80,000	47%
EXPENDITURES	34,997		$80,000	44%
Net Change in Fund Balance	$ 2,323			
Fund Balance-September 30, 2015 (Audited)	113,431			
Fund Balance-June 30, 2016 (Reserves)	$ 115,754			
TRANSPORTATION SURTAX				
REVENUE	$ 170,897		$366,769	47%
EXPENDITURES	234,833		$366,769	64%
Net Change in Fund Balance	(63,936)			
Fund Balance-September 30, 2015 (Audited)	440,662			
Fund Balance-June 30, 2016 (Reserves)	$ 376,726			
CAPITAL PROJECTS				
REVENUE	$ 152,805		$272,896	56%
EXPENDITURES	171,499		$272,896	63%
Net Change in Fund Balance	(18,694)			
Fund Balance-September 30, 2015 (Audited)	182,903			
Fund Balance-June 30, 2016 (Reserves)	$ 164,209			

NOTES:

* Many revenues for June 2016 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes $2,000,000 available for hurricane/emergencies. Includes $183,442 of Prepaid Expenses. The balance of $3,722,284 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through May 2016 is $1,305,579 ($446,927 is the TEDAC and $858,652 is the General Fund).

ENTERPRISE FUNDS	ACTUAL		ANNUAL BUDGETED	% BUDGET
WATER & SEWER				
REVENUE	$ 2,224,029		$3,098,177	72%
EXPENDITURES	1,753,712		$3,098,177	57%
Change in Net Position	470,317			
Unrestricted Net Position-September 30, 2015 (Audited)	(2,705,871)			
Restricted Net Position	1,765,319	C1		
Unrestricted Net Position-June 30, 2016 (Reserves)	$ (470,235)	C2		
MUNICIPAL PARKING				
REVENUE	$ 884,637		$1,083,476	82%
EXPENDITURES	754,955		$1,083,476	70%
Change in Net Position	129,682			
Unrestricted Net Position-September 30, 2015 (Audited)	1,089,165			
Unrestricted Net Position-June 30, 2016 (Reserves)	$ 1,218,847			
SOLID WASTE				
REVENUE	$ 1,344,537		$1,918,784	70%
EXPENDITURES	1,327,717		$1,918,784	69%
Change in Net Position	16,820			
Unrestricted Net Position-September 30, 2015 (Audited)	340,391			
Unrestricted Net Position-June 30, 2016 (Reserves)	$ 357,211			
STORMWATER				
REVENUE	$ 373,384		$678,848	55%
EXPENDITURES	298,834		$678,848	44%
Change in Net Position	74,550			
Unrestricted Net Position-September 30, 2015 (Audited)	4,051,768			
Restricted Net Position	347,140	C3		
Unrestricted Net Position-June 30, 2016 (Reserves)	$ 4,473,458			

NOTES:(con't)

C1. The Restricted Net Position of $1,765,319 includes $1,522,319 for renewal and replacement, and $243,000 for State Revolving Loan reserves.

C2. The reserves balance of ($470,235) is the result of a change in current net position as of June 2016 of $470,317 net position as of September 30, 2015 of ($2,705,871) includes Restricted Net Position of $1,765,319.

C3. The Restricted Net Position of $347,140 includes $266,140 for renewal and replacement, $81,000 for State Revolving Loan reserves.

Donald G. Nelson, Finance Director
****ATTACHMENT**

Guillermo Olmedillo, Town Manager

Town of Surfside

Fund Balance (Reserves)

6/30/2016

FUND	9/30/2013	9/30/2014	9/30/2015	6/30/2016
General	$ 5,304,042	$ 6,366,391	$ 5,905,726	$ 8,439,698
Resort Tax	94,497	180,297	339,396	437,049
Police Forfeiture	138,143	159,626	113,431	115,754
Transportation Surtax	131,475	396,740	440,662	376,726
Capital	255,263	849,445	182,903	164,209
Water & Sewer	(5,261,333)	(3,501,884)	(2,705,871)	(470,235)
Parking	1,066,574	1,000,355	1,089,165	1,218,847
Solid Waste	227,274	116,662	340,391	357,211
Stormwater	2,520,512	3,838,412	4,051,768	4,473,458
Total	$ 4,476,447	$ 9,406,044	$ 9,757,571	$ 15,112,717

TOWN MANAGER'S REPORT
SEPTEMBER 2016

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

1. **See Click Fix --** Report attached.

PLANNING, ZONING AND DEVELOPMENT

2. Development Applications

A. 9133-9149 Collins Avenue – A site plan application for the Surf Club II has been received and a Development Review meeting was held on September 4, 2015. The plans include restoring a 16 dwelling unit historic building (the Seaway Villas) and adding a 34 unit, 12 story building immediately north of the Surf Club I. The plans were resubmitted on March 18. The second Development Review meeting was held on April 18, 2016. A DIC meeting was held on July 27, 2016. The item was heard at the August Planning and Zoning Board meeting and a Town Commission meeting has not been scheduled.

B. 9011 Collins Avenue – A site plan amendment application for the northwest building at the Surf Club has been received. A Development Review meeting was held on May 16, 2016. Once the plans are revised and resubmitted, a Development Impact Committee meeting will be scheduled.

C. 9300 Collins Avenue – A site plan application for 68 townhouse units, replacing 101 multifamily units, has been submitted. A Development Review meeting was held on March 10, 2016. A second Development Review meeting was held on April 27, 2016. A DIC meeting was held on May 23, 2016 and Planning and Zoning was held on July 18, 2016. A Commission meeting has not been scheduled.

D. 8851 Harding Avenue – A site plan application for 23 units was submitted in 2014. A Development Review meeting was held in January 2015. The plans were resubmitted and a second Development Review Committee meeting was held on August 18, 2016. The applicant needs to revise the plans and resubmit.

E. 8955 Collins – A site plan application for a 16 unit, 12 story condominium has been received. A Development Review meeting was held on June 20, 2016. A second Development Review meeting was held on July 27, 2016. A DIC meeting was held September 1, 2016.

TOWN DEPARTMENTS

Building Department

3. Surf Club

Pursuant to Resolution No. 13-Z-06, and the Town Code, the Surf Club has agreed to pay an additional one million five hundred thousand dollars ($1,500,000.00) to satisfy their building permit fee.

Code Compliance

4. Code Compliance Cases

A. Code Violation Cases – As of August 25, 2016, the total number of active, open cases being managed is 164; 111 cases are still under investigation/working towards compliance, 29 are in the Special Master hearing queue, 8 cases are post-Special Magistrate action, and 16 cases have been liened and remain unpaid.

B. Harding Avenue Commercial Property Maintenance Cases – between March 22 and April 4, 2016, the Code Compliance Division opened thirty (30) commercial property maintenance violations relating to the Harding Avenue businesses. Of these cases, 28 violations have been closed by compliance, 1 violation has been scheduled for a hearing before the Special Master, and 1 case is still open but working towards compliance by the property owner and their tenants.

C. 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 15/16: 133 cases have submitted payments totaling $133,607.25 (through August 25, 2016)
FY 14/15: 26 cases paid/settled for a total of $86,869
FY 13/14: 6 cases paid/settled for a total of $67,293
FY 12/13: 9 cases paid/settled for a total of $15,750
FY 11/12: 8 cases paid/settled for a total of $16,875

Parks and Recreation

5. Hawthorne Tot Lot

The approval for the Hawthorne Tot Lot and Fence replacement was approved at the August 9, 2016 commission meeting. The engineering drawings are being processed along with the permitting applications. The playground equipment order has been placed along with the fence order. This process will take 8-10 weeks to complete. The demo and installation of the existing playground and fence will begin in October. The demo and installation will take between 10-14 days to complete. As the permitting and equipment orders are completed a date will be set to begin. The playground will not be closed until a demo date has been established. Updates will continue as we move forward.

Police Department

6. August 2016 Significant Incidents/Arrests

Residential Burglary - 08/10/2016-8/13/16: 9500 block of Bay Drive. Detectives are actively working this case.

Fleeing/Eluding a Police Officer - 08/14/2016: 9300 Block of Harding Avenue. The subject was arrested for failing to comply with the officer's request to stop his vehicle to conduct a traffic stop.

Stolen Vehicle- 08/17/2016: 8800 Block of Byron Avenue. A truck with a stolen trailer was recovered and one subject was arrested one subject fled the scene.

7. 91st and Abbott Avenue Parking Enforcement Detail

The Town Manager and Police Chief met with Surf Club Management and implemented a daily detail to enforce construction workers parking in the residential neighborhood and report violators to Surf Club management. Trucks will be cited and moved. Surf Club management will update their parking plan.

As a result of the enforcement detail in the residential neighborhood at 91st Street and Abbott Avenue from August 10, 2016 to August 19, 2016, 68 citations were issued and two arrests were made. The detail was successful and the residents are satisfied with this effort. Police will continue to monitor the neighborhood.

8. Uniform Crime Report January to June 2016

	INDEX TOTAL CRIMES	% CH	VIOLENT CRIME	% CH	NONVIOLENT CRIME	% CH
2007	90	-4.3	13	-50	77	23.1
2008	72	-20	13	0	59	-23.4
2009	84	16.7	12	-7.7	72	22
2010	92	9.5	8	-33.3	84	16.7
2011	87	-5.4	3	-62.5	84	0
2012	82	-5.7	8	166.7	74	-11.9
2013	69	-15.9	5	-37.5	64	-13.5
2014	88	27.5	2	-60	86	34.4
2015	60	-31.8	5	60	55	-36
2016	91	51.6	9	80	82	49
AVERAGE	***81.5***	***12%***	***7.8***	***15%***	***73.7***	***11%***

Above are the preliminary Uniform Crime Reports for January to June 2016 and the nine preceding years. Surfside experienced an increase in Total Crimes, Violent Crimes (Homicide, Sex Battery, Robbery, and Aggravated Assault) and Non Violent Crimes (Burglary, Larceny, and Auto Theft). Total Crimes increased from 60-91, Violent Crimes from 5-9 and Non Violent Crimes 58-82 during this six month time period in 2015 to 2016. Surfside did not have any Homicides, Sexual Batteries, or Robberies. Violent Crimes increased from 4 Aggravated Assaults to 9 Aggravated Assaults in 2016.

Non Violent Crimes (Burglary 3-9, Larceny 55-82) increased during this six month time period in 2016. Larceny accounts for 76.9 % of all crime in Surfside. There was also an increase in arrests from 67 during the first six months of 2015 to 117 during the first six months of 2016.

9. Police Events

- Community Service Aide Marianne Durante graduated from the Miami-Dade College School of Justice Police Academy on September 1, 2016.
- The Surfside Police Department and Miami-Dade Animal Services collaborated on a Trap, Neuter, Return event for feral cats September 5, 2016 through September 7, 2016. Town staff assisted with this event.
- The 15th Citizens Police Academy class began on September 8, 2016 and will conclude on November 17, 2016 with a graduation ceremony. The first class was an introduction to the police department and patrol procedures.
- Chief Allen along with the Chiefs of Bal Harbour, Bay Harbor Islands and Indian Creek were recognized on September 10, 2016 at a Police Appreciation Service at the Young Israel Synagogue.
- The Surfside Police Department is hosting a Fraud Prevention workshop on September 20, 2016 from 11:00 a.m. to 12:00 p.m. at the Residence Inn Marriot. NRO Dianna Hernandez is coordinating this event.
- The monthly Bike with the Chief is September 28, 2016 at Town Hall at 5:00 p.m.
- Coffee with the Cops is September 30, 2016 at Starbucks at 10:00 a.m.

Public Works

10. Zika Event

The Town Manager attended Governor Scott's Zika Roundtable in Miami Beach on August 26, 2016. In attendance were members of the U. S. Congress, foreign dignitaries and local political and civic leaders.

Town Clerk

11. Records Management

The attached Executive Summary is a short narrative of a very long and exhaustive (approximately 500 page) comprehensive, systematic Records Management Plan (approved by the Town Commission in FY15/16). The Summary serves to justify and define the Plan, as well as providing a road map (Implementation Plan) to bring the Policies, Procedures and best practices to the Town. Recommended training has already been provided to Staff. Further, the authors have visited Departments throughout the Town with a view to refining, clarifying and testing recommendations and implementation strategies with great success.

PROJECTS PROGRESS UPDATES

12. Information Technology and TV Broadcasts

- IT ordered Internet cables and various parts to reorganize and fix the server rack in the server room.
- IT scheduled the email exchange upgrade to be completed in September.
- The Town requested that IT put the camera stabilizing anti-shock project on hold until further notice.
- IT is working on obtaining quotes and information to relocate the podium and projector in the Commission Chambers.
- The EOC Command Center was tested in July and all equipment was operational and ready for use in case of emergency or evacuation.

Respectfully submitted:

Guillermo Olmedillo, Town Manager

1Town of Surfside, FL

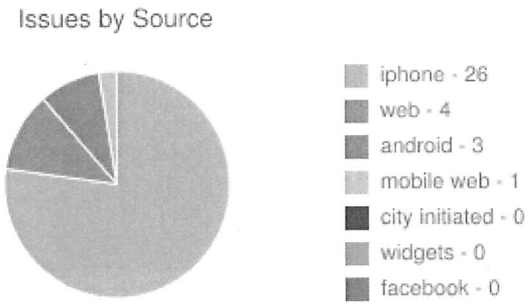
AUGUST 2016

Between Aug 01, 2016 and Aug 31, 2016

33 issues were opened

36 issues were closed

The average time to close was 19.1 days.



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	7	13	19.1
Parking Issue	8	8	1.2
Beach Issue	4	3	10.4
Code Compliance (Violation)	4	5	64.4
Code Compliance (Safety Concern)	5	1	0.7
Police (Safety Concern)	2	2	1.9
Barking Dog	1	1	0.8
Dead Animal	1	1	0.1
Drainage/Flooding (PW)	1	1	4.9
Dog Stations (P & R)	0	1	64.7
96 Street Park (P & R)	0	0	0.0
Beach Patrol	0	0	0.0
Community Center (P & R)	0	0	0.0
Construction Issues	0	0	0.0
Graffiti (in park) (P & R)	0	0	0.0
Graffiti (PW)	0	0	0.0
Hawthorne Tot-Lot (P & R)	0	0	0.0
Pothole (PW)	0	0	0.0
Solid Waste (Commercial) (PW)	0	0	0.0
Solid Waste (Residential) (PW)	0	0	0.0

Street lights (PW)	0	0	0.0
Surfside Dog Park (P & R)	0	0	0.0
Utilities (Water/Sewer) (PW)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

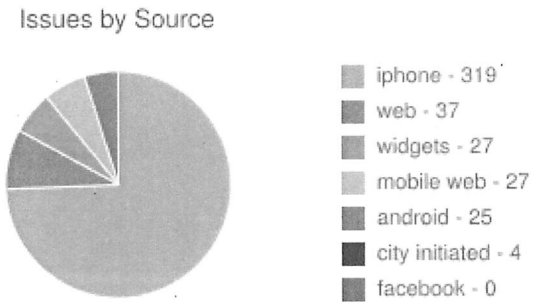
1Town of Surfside, FL

Between Jan 01, 2010 and Sep 06, 2016

439 issues were opened

431 issues were closed

The average time to close was 32.3 days.



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	120	118	18.7
Police (Safety Concern)	59	59	8.9
Beach Issue	56	55	13.5
Parking Issue	35	35	1.5
Code Compliance (Violation)	37	36	62.3
Street lights (PW)	26	26	217.8
Code Compliance (Safety Concern)	25	21	81.5
Drainage/Flooding (PW)	12	12	23.4
Surfside Dog Park (P & R)	8	8	1.1
Barking Dog	10	10	19.7
96 Street Park (P & R)	8	8	4.0
Utilities (Water/Sewer) (PW)	9	9	0.8
Construction Issues	7	7	4.8
Dog Stations (P & R)	5	5	13.1
Hawthorne Tot-Lot (P & R)	4	4	5.2
Pothole (PW)	4	4	5.6
Community Center (P & R)	3	3	0.1
Graffiti (PW)	3	3	25.2
Solid Waste (Residential) (PW)	3	3	4.3

Beach Patrol	2	2	0.0
Solid Waste (Commercial) (PW)	2	2	0.1
Dead Animal	1	1	0.1
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

The Town of Surfside

FLORIDA

June 2016

Records Management Plan
Executive Summary

SML, Inc.
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stevemlewis@msn.com
www.smlinfo.net

TABLE OF CONTENTS

	Page
INTRODUCTION	3
PUBLIC RECORDS	5
Mandatory Requirements	5
IMPLEMENTATION STEPS	7
MAINTENANCE	14
POLICIES AND PROCEDURES	
Records Management Policy and Procedure	15
Administrative Policy Number 2400-09-01	31
Guidelines for Information Technology Infrastructure	32

INTRODUCTION

Recognizing the need for a Comprehensive Records Management Plan, and desiring an independent review of existing procedures together with recommendations; the Town of Surfside (Town), requested assistance from Steve M. Lewis, President and CEO, SML, Inc. (Consultant). This request triggered a proposal and statement of qualifications dated March 31, 2015 resulting in an agreement to write a Comprehensive Records Management Plan for the Town executed October 13, 2015. Onsite data collection began October 29, 2015 and continued through the writing of the Plan.

Data collection methodology included standard techniques: staff interviews, hands on examination of selected record collections and a review of related procedures and documentation. Areas of review were coordinated by the Consultant with Agency staff. The substance of these interviews, data collection and initial recommendations are incorporated into this Plan. A Police Department network drive dispositioning solution recommendation is offered that may serve well as a pilot for the balance of the Town network drives.

SML, Inc will to return to the Town to provide Management with a detailed presentation of the completed Plan. This will be an opportunity for Management to present questions and suggestions for modification of Consultant recommendations based on Town specific issues, staffing standards and resources. Further, a one-day, six hour staff training will be scheduled as detailed and recommended within the body of this Plan at a space provided by the Town.

Consultant offers to be available to provide answers relative to the recommendations contained within this Plan to the Town for the life of the Plan, expected to be three years. Consultant recommends updating the Plan every two to three years to remain legally compliant and current with technology and Town business process changes. These updates will be billed at 25% of the initial Plan fee.

Draft policies and procedures included with this Plan are separated into two primary sets:

Records Management Policy and Procedure,

Guidelines for Information Technology Infrastructure, and

These policies and procedures are located at **Tab 16** of this Plan document. Consultant envisions the Town will make modifications to these recommendations and then cut and paste approved language into existing Town Policy matrices.

Specifications for services the Town may wish to prepare as RFP's are included. Consultant is also able to recommend existing competitively bid service contracts which have proved to be economical, efficient and producing exemplary results.

The following Plan is legally compliant and meets or exceeds the standard of care in the industry, however Consultant recommends the Town Attorney review the Plan with a view towards other Legal Issues. A significant volume of reference material is included and linked to a Tab when, in the opinion of the Consultant, it is necessary to support a recommendation and/or to demonstrate due diligence in the presence of any hostile scrutiny.

Consultant thanks the Town for the splendid cooperation received from all staff at every level throughout the Agency. The Town Clerk and IT Director were especially instrumental in assisting with logistics and clarification, therefore Consultant's data analysis as well.

PUBLIC RECORDS

Florida Public Records Law, as codified in **Chapter 119, Florida Statutes** (F.S.), provides a clear mandate for public agencies to manage public records in a professional manner. In addition to Chapter 119, F.S., a significant body of standards and requirements govern the "life cycle" of Florida's public records, including the Florida Department of State, Division of Library and Information Services' enabling legislation, **section 257.36, F.S., and Chapters 1B-24 and 1B-26 [Tabs 27 & 28] of the Florida Administrative Code** (F.A.C). To address the complexities associated with Public Records management in the State of Florida, a comprehensive records and information management program is an essential component of any business entity, public or private. It is, therefore, critical to define the scope of the program; and to define the term "record."

As defined by **s. 119.011(12), F.S.**, "Public Records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other material, regardless of physical form or characteristics or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." It is critical to understand format, media type or duplication does not affect the public record status of information created or received by a public agency. The recommendations contained within this Plan apply to hardcopy as well as digital records, unless otherwise noted. Generally, the Agency should select media types for retention based on economy and efficiency, with lengthy retention implications in mind, as shall be discussed.

Mandatory Requirements

Scheduling is the heart of the Records Program, and in order for the Records Program to be legally sufficient, **the scheduling process must be carefully documented and approved**. The **program must be systematic** and **comprehensive**. It is for this reason, in part, that the Public Record must be so carefully defined and categorized. The Records Program must address all records, regardless of media type or physical characteristics. To selectively apply the program is to invite adverse inference in litigation. The **program must also be developed during the normal course of business** - again, not developed for specific records for specific reasons. **The working papers used to develop the Program, and especially those used to develop the retention schedules must be maintained permanently**. Each retention schedule and disposition document must be **approved and signed** through a regular process. The Town must follow the requirements of Chapter 1B-24, F. A. C., as outlined in this Plan.

As retention periods are met, the **records must be destroyed**. Again, the program must include all records and intent must be followed. Records may be maintained longer than approved retention schedules, however, for each such instance

documentation should exist to justify not destroying records per existing retention schedules. In other words, those individuals or Departments that wish to maintain records beyond the Department of State's approved Retention Schedules should provide written justification for the destruction delay. This justification must be reviewed by the Town RMLO for approval or disapproval. If approved, the written justification should be attached to the appropriate Disposition List.

The Town must maintain the program and continue to designate a Records Management Liaison Officer (RMLO). **There must be ongoing program control. There must be a way to terminate all records destruction**; hence the RMLO and a process.

IMPLEMENTATION

Implementation Steps

Managing Public Records efficiently and economically requires implementation of very specific products and activities - steps. These steps must then be implemented in stages and monitored continually. Some steps are comprised of a multitude of increments, spread across months. The speed and thoroughness of implementation is therefore, driven by the motivation of management, together with staffing standards and resources. The following is offered as a guide to implementing a records management program, or improving one, in terms of these steps:

1. Secure Management Support.

- Review Draft Records Plan.
- Schedule Consultant Presentation.
- Amend as desired.
- When approved, distribute to appropriate staff.

1. Prepare Town wide Disposition List. This document should list all scheduled records since the start date of the Town through the most recent date eligible for disposition. This request is for destruction only. Such a request accounts for records that may already have been destroyed before the present administration. *Complete* destruction should follow. Each year a new accumulation should result in the creation of a new, sequentially numbered list.

- Draft List Number 9 attached.
- Management to review for possible revision.
- When approved, sign and distribute to Record Coordinators at Training.

2. Designate a Records Management Liaison Officer (RMLO) in writing to the Florida Department of State, Division of Library and Information Services, Bureau of Archives and Records Management. This designation should be updated as necessary.

- One designation complete.
- RMLO to receive formal training on an annual basis.

3. **Select Records Coordinators for each unit throughout the Town.** These Coordinators then work with the RMLO to help ensure a comprehensive, systematic program.

- In Process.

4. **Conduct Training.** The disposition list described above should already be approved and in hand together with copies of relevant Schedules. The training should educate Coordinators in the proper use of the disposition list and educate them in the proper use of record series titles. Training needs to be ongoing, especially as Coordinators, procedures and requirements change. See recommended training agenda attached [**Tab 43**] and training manual [**Tab 44**].

- Select training date for current Fiscal Year.
- Duplicate training materials for distribution at training:
  - Disposition List
  - Training Manual
  - GS1-SL
- Select training date for Fiscal Year 2016/2017.
- Select raining dates on an annual basis and for relevant new hires.

5. **Destroy all eligible, approved records regardless of media type.**

- **Category One (Records within retention)**: Records may be further divided by active and inactive status. Active records should remain with the user until the termination of *administrative value*. Administrative value is the value a record series has for day-to-day function and operation. Inactive (or *less* active) records should be uniformly containerized and computer indexed for high density, low cost, secure storage until retention has been satisfied.

- **Category Two (Records past retention, eligible for destruction)**: Records should be destroyed without further delay, after inclusion on the TOWN's Records Disposition List.

- **Category Four (Records with sufficient retention or historical significance to justify conversion to microfilm)**: Records should be scheduled for conversion to microfilm, Computer Output Microfilm (COM) or other storage device in priority order based upon media condition (worst

case records stabilized first), series retention value (permanent records first), or administrative value (high reference records first).

- Implement Email Solution.
- Distribute "Email Account Holder Management Instructions" (Records Management Policy) to all account holders.
- Test solution.
- Destroy eligible network data
    - including metadata.
    - including user "c" drives.
    - including bootleg or otherwise flash drives.
- Destroy eligible back up media using a 90-day rotation.
- Do not maintain so called "duplicate personnel files."

6. **Schedule records series titles** not already scheduled as described in the "Scheduling" Section.

    - No action required at this time.

7. **Prepare additional Disposition Lists.**

    - Retire current List with cumulated data for present fiscal year, amending based on Record Coordinator input.
    - Certify destruction by witness, including certificates of disposal from third parties.
    - Complete and return "Records Management Compliance Statement" to Department of State.
    - Prepare and distribute list for October 2016 through September 2017.

8. **Destroy all eligible, approved records.**

    - Fiscal Year 2016/2017.

9. **Prepare Request for Proposals** as required, or use existing contracts, see "Specifications."

- As necessary.

10. Select records for conversion to source document film and Computer Output Microfilm (COM):

- Agreements: Railroad
- Annexation Records
- Annual Reports: Governing Body
- Architectural/Building Plans: Commercial
- Arson Investigations: Capital/Life Felony
- Bond Administration Records
- Bond Resolutions/Ordinances
- Budget Records: Approved Annual
- Certificate of Occupancy: Commercial
- Charters/Amendments/Bylaws/Constitutions
- Comprehensive Master Plans: Adopted
- Confiscated Intoxicating Beverage Reports: Illicit Liquor
- Connection Records: Initial Water/Wastewater
- County Canvassing Board Certificates: Local Elections
- Criminal Investigative Records: Capital/Life Felony
- Criminal Investigative Records: Missing Persons/Runaway Cases
- Donation Records
- Endowments/Bequests/Trust Fund Records
- Engineering Records: Infrastructure
- Expenditure Plans: Capital Improvement
- Final Orders Records
- Financial History Summary Records (commonly known as General Ledgers)

- Land Development and Planning Project Files
- Land Development and Planning Studies and Reports
- Maps: Originals (includes supporting documents)
- Meter Exchange Records
- Micrographics Quality Control Records
- Minutes: Official Meetings
- Opinions: Legal (Agency Attorney)
- Ordinances
- Permits: Right-of-Way
- Permit Records: Environmental (Construction)
- Property Records: Condemned
- Records Management Plans
- Records Disposition Documentation
- Records Retention Schedules: Agency Specific
- Resolutions
- Storage Tank Records
- Subdivision Plans
- Surveys: Aerial
- Water Plan Operator Manuals
- Well Contamination Records
- Zoning Variance Records

11. Prepare Disposition List to convert records to source document film and destroy (not required for COM).

12. Select records for conversion to electronic images and image to Rule Chapter 1B-26, F.A.C. standards.

- Official Minutes (together with COM)
- General Ledger
- Policy and Procedures

- Contracts, Leases and Agreements

13. Prepare Disposition List to convert hardcopy records to electronic images.

14. Transfer inactive hardcopy records to Off-Site Storage Facility. Four different storage environments are required.

- Only records with remaining retention, yet virtually no administrative value should be considered for off-site storage.
- Records should be packed into uniform, one cubic foot boxes (10x12x15 inches) with a removable or hinged lid, although removal is preferred.
- Every record within each box must have the same destruction date.
- Records should be indexed. Only a box number should appear on the box as a *label*.
- Records Coordinators (see Maintenance, **Tab 15**) are responsible for selecting, boxing and transmitting records to off-site storage location as authorized by the RMLO.
- As records are eligible for destruction, they should be destroyed. Existing boxed records reviewed by staff for destruction eligibility.
- Off-site storage facilities for vital records located away from traditional hurricane paths and above flood zones.
- Transfer security microfilm and magnetic media to Off-site Storage Facility.

15. Protect Vital Records.

- Identify
- Duplicate
- Disperse
- Individual users should only write to the network and discontinue the use of unit hard drives for data storage.
- Digital backups serve to restore data (recovery), and are not seen as a preservation or production effort.
- Develop a Hot Site, a Cold Site or a combination of the two for DPR.
- Implement Archives Collection Development Policy.

16. **Implement File Code System** (MS Access, File Code) as described in the "Filing System" Section.

- Secure Consultant Training or Turnkey Implementation
- Schedule Dates.

MAINTENANCE

The entire records management plan outlined above requires constant monitoring to ensure continuing legal compliance, economy and efficiency. **Florida Law (Chapter 257, F.S.) requires each public agency designate a Records Management Liaison Officer (RMLO) in writing** to ensure that the records management program remains viable. The RMLO cannot perform all activities described within this report alone. Beginning with the inventory, staff at all levels must provide input, assistance and cooperation. Therefore, Management support for the RMLO and the Records Management Program is mandatory.

TOWN OF SURFSIDE POLICY AND PROCEDURE

SUBJECT: Records Management

CONTENTS

I. STATEMENT OF POLICY

II. DISSEMINATION OF POLICY

A. INTERNAL DISSEMINATION OF THE BOARD'S RECORDS MANAGEMENT POLICY

B. EXTERNAL DISSEMINATION OF THE BOARD'S RECORDS MANAGEMENT POLICY

III. RESPONSIBILITY FOR IMPLEMENTATION OF THE PROGRAM

IV. DEFINITIONS

V. EMAIL CATEGORIES/DISPOSITION

VI. RECORDS DESTRUCTION

VII. OFFSITE STORAGE

VIII. DIGITAL BACKUP

IX. ARCHIVES COLLECTION DEVELOPMENT

X. PUBLIC RECORD REQUEST

XI. GOALS

I. STATEMENT OF POLICY

The Town of Surfside (Town) assures compliance with all State, Federal and Local requirements for the management of Florida Public Records Law, which provide a clear mandate for public agencies to manage public records in a professional manner. To address the complexities associated with Public Records management in the State of Florida, a comprehensive records and information management program is an essential component of any business entity, public or private. It is, therefore, critical to define the scope of the program; and especially to define the term "record."

II. DISSEMINATION OF POLICY

The Town recognizes that knowledge and understanding of the Public Records Management Policy is crucial to its effective implementation. Therefore, the Board will take steps to disseminate to the work force and the community, its policy to include annual training of Town staff through the Record Coordinator network.

A. INTERNAL DISSEMINATION OF THE TOWN'S RECORDS MANAGEMENT POLICY

A copy of this Policy will be made available to all employees.

B. EXTERNAL DISSEMINATION OF THE BOARD'S RECORDS MANAGEMENT POLICY

This Policy is available to any person as governed by the Florida Public Records Law, Chapter 119, F.S.

III RESPONSIBILITY FOR IMPLEMENTATION OF THE PROGRAM

The Agency is obligated to ensure all records, including digital and electronic (email) communications are retained and disposed of in accordance with retention schedules as documented on the Agency's Disposition List. This List is prepared by the Agency RMLO and distributed to Agency Record Coordinators. The Agency is in a position to document on the Disposition List with particularity and specificity the disposition of Public Records to include beginning and ending dates as required by Chapter 1B-24, F.A.C. This includes the opportunity to mitigate disposition based on Agency requirements and still comply with Chapter 1B-24, F.A.C. All elected and appointed officials, the RMLO and Record Coordinators are responsible for the implementation of the Records Program. All employees are required to comply. Section 257.36(5), Florida Statutes directs each agency to establish and maintain an active and continuing records management program to include scheduling and disposition of records. Public Records Law, Chapter 119, Florida Statutes, provides in part for access, control, storage, preservation and disposition of all records of a Public

Agency. Chapter 1B-24 of the Florida Administrative Code, as amended on February 20, 2001, eliminated prior approval of the Bureau of Archives and Records Management for destruction of public records and requires agencies to certify to the Bureau compliance with retention requirements.

IV DEFINITIONS

Actual cost of duplication means the cost of the material and supplies used to duplicate the record, but do not include the cost of labor or overhead costs associated with such duplication

Administrative Support Records consists of records accumulated relative to internal administrative activities rather than the functions for which the office exists. Normally these records document day-to-day management. This series does not serve as the official documentation for audit purposes.

Administrator Records: Public Agency/Official consists of office files documenting the substantive actions of elected or appointed officials and constitute the official record of an agency's performance of its functions and formulation of policy and program initiative.

Archival Records is information of such Historic value to the Town as to demand permanent retention and preservation. Archival Records are limited to analog formats, not requiring technology for conversion to a human readable format. Archival Records may not necessarily originate as a Public Records, however become such upon receipt by the Town as provided by Chapter 119, F.S. Archival formats include paper, photographs, films, Mylar or other stable media upon which analog data has been encoded - either published or unpublished. Archival Records have value based on informational content, and as artifacts and exhibits. The Town Archives is the central repository for the Archival Records, and shall preserve and make available to the Public the permanent historic public and private records of the Town in its custody.

Copy of Record or Record (Master) Copy means public records specifically designated as the official, retention copy. For email created *within* the Agency, the office of origin has the copy of record. For email *received* by the Agency from outside the Agency, the unit which performs the last administrative act has the copy of record.

Correspondence and Memoranda: Administrative are routine documentation of a general nature but do not create policy or procedure or document the business of a particular program or act as a receipt. Correspondence and memoranda other than administrative are filed into the related case file or project file.

Correspondence and Memoranda: Program Policy Development consists of correspondence and memoranda documenting policy development, decision-making, or substantive programmatic issues, procedure, or activities.

Custodian is the elected or appointed state, Agency, or municipal officer charged with the responsibility of maintaining the office having public records.

Disposition List is a list of records eligible for destruction based on approved Retention Schedules, including Schedule and Item Number, Record Series Title and eligible inclusive dates.

Duplicate Record means all reproductions of copy of record or record (master) copies, prepared simultaneously or separately, which are designated as not being the copy of record, therefore, recipient emails from Agency generated account holders.

Drafts and Working Papers are preliminary or developmental before completion as a final product.

Duplicate or Convenience are multiple copies of Public Records that are transitory in nature, generally with short-term administrative value to the Town. Preservation duplicates may be created or designated from existing copies for safekeeping of the Public Record.

Extensive shall mean thirty minutes or more.

Non Records, in addition to the description of personal and private emails, intermediate records and precursors; non records include unsolicited promotional items, spam, jokes, chain letters, advertisements and generally material classified as "junk mail" or Public Documents as defined by Chapter 257, F.S.

Personal and Private emails include transmissions that are clearly not official business and are, consequently, not required to be recorded as a public record. Although received by a government system, the law opposes a mere possession rule. Such transmissions are not made or received pursuant to law or ordinance or in connection with the transaction of official business and are not public records.

Precursor/Intermediate files and data, such as transitory/temporary notes used to assist in the formalization of data, are precursors of records ("preliminary copies") not in themselves intended as final evidence of the knowledge to be formalized or perpetuated. In the absence of a final or completed version, the most recent intermediate file or copy of the data shall constitute the Official Record. Intermediate files are the digital equivalent of Precursors.

Public Records means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings or other material, regardless of physical form or characteristics or means of transmission, made or received pursuant to law or

ordinance or in connection with the transaction of official business by any agency." It is critical to understand that format, media type or duplication does not affect the public record status of information created or received by a public agency. The requirements of this Plan apply to hardcopy as well as digital records.

Record Coordinators are designated employees of the Town responsible for the coordination of Public Records activities.

Record Series means a group of related documents arranged under a single filing arrangement or kept together as a unit because they relate to the same subject, form or activity.

Record Storage Facility is any high-density facility, Town owned or commercial for the storage of records with remaining retention yet little or no administrative value.

Retention Schedule is a listing of all records created or received by the Town and retained based on legal, administrative, fiscal and/or historic value as specified by Florida Department of State General Schedules, or as approved by the Department of State for unique records held by the Town.

RMLO is the Town Records Management Liaison Officer designated in writing to the Florida Department of State. The RMLO coordinates the Town's Records Program. The Town may designate more than one RMLO.

Supporting Documents means public records assembled or created to be used in the preparation of other records which are needed to trace actions, steps, and discussions covered in the final or master record. Supporting Documents support conclusions in other records.

Transitory Messages consists of those records created primarily for the communication of information as opposed to communications designed for the perpetuation of knowledge. This data does not set policy, establish guidelines or procedures, certify a transaction or become a receipt. The informal tone of transitory messages might be compared to the communication that might take place during a telephone conversation or a conversation in an office hallway. These communications may include, but are not limited to emails, text messages, instant messages, voice mails, self-sticking note, telephone messages, routing slips, envelopes, duplicate circulars, etc.

V. EMAIL CATEGORIES/DISPOSITION

1. Administrator email records will be archived ten fiscal years. [Slightly longer than the required Department of State Retention for this Series of ten anniversary years. The Agency Attorney must determine the universe of "Administrator."]

2. Internally generated recipient emails (duplicates) will be archived one fiscal year. [These are considered *duplicate* emails with retention of OSA.]

3. All other emails will be archived for five fiscal years. [This is the longest inclusive retention for *correspondence and memoranda*.]

4. Emails related to issues for which there is imminent or pending litigation or criminal prosecution are captured by the Agency Attorney or Agency Attorney staff. [A statement providing that records for which there is imminent or pending litigation are not included already exists on the Agency's Disposition List. These emails become part of the *litigation case file*.]

5. Rules two and three will appear on page one of the Agency's Disposition List.

6. A ten (10) day delay will be observed prior to archiving to allow account holders the opportunity to delete personal and private email and to delete email that has met retention as documented on the Town's approved Disposition List.

EMAIL ACCOUNT HOLDER MANAGEMENT INSTRUCTIONS

The purpose of this document is to provide operational instructions to all email account holders concerning the disposition of Town emails. **Public Records** are, "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency." This clearly includes emails as supported by Florida Supreme Court Opinion.

The Town is obligated to ensure that all records, including digital and electronic (email) communications be retained and disposed of in accordance with retention schedules as documented on the Town's Disposition List. This List is prepared by the Town RMLO and distributed to Town Record Coordinators. **The retention for email is content driven; adherence to retention is a legal mandate. No Public Record may be destroyed which is not included on an authorized Town Disposition List.** IT will secure and maintain an email archiving application to which rules are written to provide for email Dispositioning. A ten (10) day delay will be observed prior to archiving to allow account holders the opportunity to delete personal and private email and to delete email that has no legal retention requirement as non-records, or to delete records for which there is no remaining retention as documented on the Town's Disposition List.

The following emails have no legal retention. Town email account holders may destroy during the **10-day window after receipt** prior to archiving the following emails:

Personal and Private emails
Jokes, spam, chain letters and advertisements
Junk mail of nearly any description.

Further, **the following emails have OSA retention**. Town email account holders may destroy during the **10-day window after receipt** prior to archiving the following emails:

Internally generated duplicate recipient emails
Transitory messages
Administrative Support Documents
Administrative Convenience Records.

Once archived, these emails will be maintained and managed for **1 to 10 fiscal years** based on content and delivered to requestors as part of legitimate Public Record Requests. Destruction once archived is controlled by IT and as authorized by Town Disposition Lists. Any questions should be referred to the Town RMLO.

VI. RECORDS DESTRUCTION

PROCEDURE

Performed By:	**Step/Action/Responsibility:**
Town RMLO:	1. Prepare Disposition List in accordance with Chapter 1B-24, Florida Administrative Code each October.
Record Coordinators:	2. Review unit assigned records to identify records eligible for destruction in accordance with Town generated Disposition List, verifying inclusive dates and record series titles. Submit revised List to Town RMLO for review.
Town RMLO:	3. Revise Disposition List based on Coordinators review, as appropriate and return List to Coordinators.
Record Coordinators:	4. Initiate disposal of Public Records documenting cubic foot volume destroyed using the following conversion chart, and forward List to Town RMLO when complete, no later than the first working day of October.

Record Unit	**Cubic Foot Volume**
10"x12"x15" box	1.0
Letter size drawer	1.5
Legal size drawer	2.0
Letter size 36" shelf	2.0
Legal size 36" shelf	2.5.

VII. OFF-SITE RECORDS STORAGE

PROCEDURE

Performed By:	**Step/Action/Responsibility:**
Town RMLO:	1. Prepare Disposition List in accordance with Chapter 1B-24, Florida Administrative Code and Town Procedure.
Record Coordinators:	2. Only records with remaining retention, yet virtually no administrative value should be considered for off-site or high density storage.

3. Records should be packed into uniform, one cubic foot boxes (10x12x15 inches) with a removable or hinged lid.

4. Every record within each box must have the same destruction date.

5. Records should be computer indexed. Data elements include: Record title(s), inclusive dates and Department name.

6. Records eligible for destruction as provided by the Town's Disposition list must be destroyed, or written notification must be provided to the Town RMLO sufficient to justify retention beyond retention.

Town RMLO

7. Review and approve or disapprove Record Coordinators requests to delay eligible records destruction (see 6. above).

8. Destroy records retained in storage beyond retention for which no justification has been approved.

VIII. DIGITAL BACKUP

IT will conduct backups of critical data on a Monthly, Weekly and Daily basis. Each month, a full backup will be removed from the Town and stored off-site for restoration in the event of a disaster. Transfer of the monthly and weekly backup will be through an independent, bonded commercial courier using a locked storage container designed for magnetic media transfer for storage in an environment that meets or exceeds the requirements of Chapter 1B-26, F.A.C. Operating Systems and applications will be copied and retained off-site at the same facility storing the monthly and weekly backup for the period of time provided by the Town's Retention Schedule. The backup types and frequency are as follows:

Full Backup

One full backup set per month will be run. This set will be removed from the building as described above. Full backup media together with data will be destroyed or overwritten after 90 days.

Weekly Backup

A full data backup will be run every Friday with four rotation sets in the full backup rotation. Each week the oldest backup set will be over written. This backup rotation will allow for the restoration of any data up to five weeks old with the addition of the off-site backup set. The weekly backup media will be replaced with new media as required.

Nightly Backup

An incremental backup will be run nightly, Monday through Thursday. This backup records any data that has changed on the server since the last full backup, which occurs during the weekend. Incremental backups provide the ability to restore data from the previous day that has changed since the weekend allowing for the restoration of the most recent version of a given file.

Backup drives will be cleaned on a weekly basis, or as recommended by manufacturer using special tape drive head cleaning tapes. Cleaning frequency shall be amended based on demand as determined by the IT Director.

IX. ARCHIVES COLLECTION DEVELOPMENT

The Town of Surfside Archives shall accept, arrange and preserve records and manuscripts transferred to its custody. Records and Manuscripts in the custody of the Town Archives shall be made available as provided by Florida Public Records Law for examination and study to promote and encourage research in the Town's History. Examples of Public Records identified as Archival include:

Agreements: Railroad
Annexation Records
Annual Reports: Governing Body
Architectural/Building Plans: Commercial
Arson Investigations: Capital/Life Felony
Bond Administration Records
Bond Resolutions/Ordinances
Budget Records: Approved Annual
Certificate of Occupancy: Commercial
Charters/Amendments/Bylaws/Constitutions
Comprehensive Master Plans: Adopted
Confiscated Intoxicating Beverage Reports: Illicit Liquor
County Canvassing Board Certificates: Local Elections
Criminal Investigative Records: Capital/Life Felony
Criminal Investigative Records: Missing Persons/Runaway Cases
Donation Records
Endowments/Bequests/Trust Fund Records
Engineering Records: Infrastructure
Expenditure Plans: Capital Improvement
Final Orders Records
Financial History Summary Records (*commonly known as General Ledgers*)
Land Development and Planning Project Files
Land Development and Planning Studies and Reports
Maps: Originals (*now includes supporting documents*)
Meter Exchange Records
Micrographics Quality Control Records
Minutes: Official Meetings
Monitor Well Reports
Opinions: Legal (Agency Attorney)
Ordinances
Permit Record: Water Use
Permits: Right-of-Way
Permit Records: Environmental (Construction)
Property Records: Condemned
Records Management Plans
Records Disposition Documentation

Records Retention Schedules: Agency Specific
Resolutions
Storage Tank Records
Subdivision Plans
Surveys: Aerial
Water Plan Operator Manuals
Well Contamination Records
Zoning Variance Records

The Archives may also collect Town Public Records as follows:

Records that are in immediate danger of being lost or destroyed.

Records that have intrinsic value based upon the physical form of the record, its uniqueness or other factors arising out of its creation or use.

Records that document the formation of policy, development of programs and administration of the Town.

Records with extended and unbroken time series offering uniform and comparable information on the operations and programs of the Town.

Records that document the historical development of the Town, of the community and of its people.

Records that provide the most accurate, understandable and accessible source of information to researchers.

Examples of Non Public Records relating to the History of the Town that may have Archival value include:

Personal/Private Letters
Personal/Private Manuscripts
Personal/Private Photographs
Personal/Private Films and slides
Drawings, postal cards and portraits
Business Records
Newspapers, Journals, Magazines, Books, Newsletters
Personal/Private Calendars and/or Diaries

The Archives may also collect Non-Public Records as follows:

Private papers of public officials who's Public Records are in the Archives.

Significant collections of private papers of individuals or of families that reflect the social, economic, military, religious or political history of the Town.

Records of organizations, institutions and businesses in Town that reflect religious, social, civic, educational or economic development.

Private papers that document the exploration, settlement or development of the Town.

Private papers and records that complement existing private records or Public Records in the Archives, or those private papers which fill in gaps in under-documented collections areas.

Records that have intrinsic value based upon the physical form of the records, its uniqueness or other factors arising out of its creation or use.

Records that provide the most accurate, understandable and accessible source of information to researchers.

Records that represent unique industries, labor organizations and special interest groups including the wide variety of cultural influences the Agency represents.

Significant collections of images of Agency photographers or photographers whose primary subject is the Town.

Images of the Town of Surfside such as industry and business, political events, home life, agriculture and land use, social events, architecture, transportation and tourism.

Images that compliment and support existing Manuscript and Public Records collections in the Archives.

Examples of early photographic imagery including daguerreotypes, ambrotypes and tintypes that document Agency history.

PROCEDURE

Collection Management: all materials acquired and accessioned into the Town Archives are arranged and described according to established professional standards.

Every reasonable effort must be made to protect all accessions from physical calamity and decay - both in terms of environment and use.

a. Patrons will not be allowed free and unsupervised access to accessioned material. Archives staff will locate, retrieve and refile all requested materials.

b. Food and drink will not be allowed within the same room as accessioned material.

c. No accessioned material will be removed from the Town Archives Facility without written permission of the Records Management Liaison Officer.

d. Although copies of accessioned materials are available for a fee as allowed by law, no accessioned material may be sold, given or distributed unless deaccessioned as described below.

Archival Appraisal: generally, great care must be exercised selecting records for accessioning. The Town Archives, no matter how large, will always have limited, valuable space. Archival staff must use professional standards and criteria when anticipating the informational needs of researchers, historians and citizens and other users so as to reserve space for only the most valuable, comparatively, materials. For Public Records, retention of "Permanent" as documented by the Florida Department of State, Division of Library and Information Services, Bureau of Archives and Records Management is a clear determiner for inclusion into the Town Archives,

Deaccessioning/Disposition: Materials held by the Archives, upon determination of the Records Management Liaison Officer, maybe deaccessioned and destroyed through the regular Town process for Public Records.

Tax Appraisals: the Archives cannot appraise donated materials to determine their fair market value. The Archives is considered an interested party in the transaction and does not meet the IRS definition of "qualified appraisal." Such appraisals must be performed by an objective, qualified appraiser, not connected with either the donor or the Archives and hired for that purpose by the donor.

Copyright: all materials accessioned into the Archives become the property of the Town. All rights, title and interest in and to unpublished materials together with all literary property rights are transferred to the Town. Researchers are liable for any copyright infringement relating to his/her use of the material.

X. PUBLIC RECORD REQUEST

It is the policy of the Town to permit the Public Record to be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions, and under supervision by the custodian or record coordinator of the public records, absent an exemption to the contrary. *Any person* includes Town employees and Town Officials when the record request is clearly beyond the scope of the duties, responsibilities and official business of the requestor.

At all times, the custodian or record coordinator shall provide safeguards to protect the contents of Public Records from alteration and to prevent disclosure or modification of those portions of Public Records which are exempt or confidential from section 24, Article 1 of the State Constitution.

The custodian or record coordinator shall furnish a copy or a certified copy of the record upon payment of the fee prescribed by law, or, if a fee is not prescribed by law; for duplicated copies of not more than 14 inches by 8.5 inches, upon payment of not more than 15 cents per one-sided copy. For each two-sided duplicated copy of not more than 14 inches by 8.5 inches, upon payment of not more than 20 cents for each two-sided duplicated copy; and for all other copies, upon payment of the actual cost of duplication of the record. The custodian or record coordinator may charge up to $1.00 per copy for a certified copy of a public record.

When the nature or volume of public records requested to be inspected, examined, or copied is such as to require *extensive* use of information technology resources or *extensive* clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the cost of duplication, a special service charge, which shall be based on the cost incurred for such extensive effort. To comply with this provision, the custodian or record coordinator shall collect the estimated service charge in advance in addition to the fee for duplication. The service charge shall be calculated using the hourly wage of the employee performing the service. If the estimated fee for duplication and service charge represent an overpayment upon completion of the effort, a refund shall be made to the requestor. If the estimated fee for duplication and service charge represent an underpayment upon completion of the effort, the custodian or record coordinator shall collect the remaining balance due prior to delivery of the Public Record.

When the custodian or record coordinator and the requestor fail to agree as to the appropriate charge, the charge shall be determined by the custodian of the Public Record. When the custodian or record coordinator and the requestor fail to agree as to the personal and private or non-record status of what appears to be a Public Record, the status shall be determined by the custodian of the Public Record. When the custodian or record coordinator and the requestor fail to agree as to the personal or official business status of a request, the status shall be determined by the custodian of the Public Record in consultation with the Town Manager. If the requestor in this

instance is the Town Manager, then the status of the request shall be determined by consultation with the Agency Attorney. When the custodian or record coordinator and the requestor fail to agree as to the exemption to access for a Public Record, the exemption status shall be determined by the Town Manager.

XI. GOALS

1. Retention and disposition of public records in accordance with all state and federal requirements (*including, but not limited to, Chapter 119 and 257, F.S. and Chapter 1B-24, F.A.C., and Chapter 1B-26, F.A.C.*).

2. Management access to both active and inactive records in an accurate and timely fashion (to include a filing system and consideration of imaging potential);

3. Retention of all records under secure conditions, preventing unauthorized access by both employees and third parties;

4. Protection of all records from physical calamity and decay;

5. Provision for the timely destruction of records at the end of their retention period in a secure manner;

6. Conversion of long retention records to microfilm;

7. Provision for disaster recovery; and

8. Achievement of these goals in the most cost-efficient manner available.

ADMINISTRATIVE POLICY NUMBER 2400-09-01

Consultant offers no recommended changes other than to change the statutory reference for the definition of "Public Records" in the "**PURPOSE**" section, page one, to:

Section 119.011(12), F.S.

TOWN OF SURFSIDE
GUIDELINES FOR INFORMATION TECHNOLOGY INFRASTRUCTURE

Introduction

This document provides Town employees that access the Town's information technology infrastructure, guidelines in the usage of such. All Town employees shall adhere to these guidelines. Failure to follow these guidelines may be grounds for disciplinary action up to and including termination, and may result in civil or criminal penalties. If you have any questions on this document or if you are not sure how to do something described in this document, please call the IT Department.

1. Acceptance of Jurisdiction

The Town maintains jurisdiction of all its information technology systems and makes them available to staff to help them in their day to day work, with the understanding that usage of such systems or of the Town's technological infrastructure implies acknowledgement and abidance of these guidelines.

2. Hardware, Software and Data Infrastructure Property

The technological infrastructure within the Town's jurisdiction includes but is not limited to the following:

- Hardware: portable computers, magnetic, optical, and other storage media.
- Software: databases mail, and other systems.
- Data: Network drives, data, files, folders, databases,
- Metadata: domain information, IP addresses, web addresses, mail domains, email accounts.

All software and data within the Town's premises are within the jurisdiction of the Town. The Town reserves the right to monitor any data, in any computer, at any time within its jurisdiction and without prior notice to ensure that the system is being used appropriately and in compliance with Town policies and directives. The Town may also monitor all communications such as email and voice mail at any time. Neither employees nor any other external entities have any personal privacy or proprietary rights in any matter created, received or sent from any system or media within the Town's jurisdiction. Each account in the Town's system requires a password to prevent unauthorized access to the Town's data and is not to be construed to imply any privacy rights to the owner of the account.

3. Password Security

Each user in Town systems has an account name and a password. Users will not divulge their password to anyone. Password security ensures that events in the system are traced to the correct user. Users will be held responsible for their accounts. Users will change their password on their first login and whenever they feel that it might have been compromised. Users must change their passwords whenever they suspect someone has seen them type it, and will alert IT if any changes to their profiles have occurred without their knowledge. Users will not disclose their password to anyone.

Passwords must be seven or more characters, should include characters like (!@#$%^^&Town()), numbers and upper and lower case letters, and must never be an English or Spanish word.

4. Electronic/Internet Mail (email)

Electronic mail (email) will be used as an informative method of communication. Email is intended to increase the efficiency of communications between staff and departments and the free flow of information within and out of the Town. As such email is not intended to be a searchable repository of records and using it in this manner is discouraged.

The Town recognizes its duty to retain information and make it available to the public, however the Town finds that keeping every piece of data created without organization and regardless of content, is counterproductive to this duty since large and disorganized data repositories are difficult to search. Searching such data repositories can be as difficult as having no data at all.

Although the email system is intended for casual communication, its data will be preserved for a period of time and will be made available to the public upon request. Permanent deletion of any datum outside of the Town's disposal process is prohibited. Nevertheless, staff is responsible to ensure that all public records (i.e. records intended to "formalize or perpetuate knowledge") are saved in our record management system under the appropriate category.

In general, discussion of personnel actions or other privileged information in electronic messages is prohibited, and all users will ensure that all communications are free from sexual harassment and other illegal or inappropriate content.

Inappropriate use of email using Town equipment or within the Town's infrastructure is prohibited. This includes impersonation of Town mail addresses, placing, causing to be placed or authorizing placement of any illegal or inappropriate material in the Town's mail system. Users are responsible for monitoring their accounts (whether personal when accessed from Town premises or Town owned) for illegal or inappropriate content and will notify their supervisor immediately if such material is found. Upon such a notification, the notified will immediately call the IT Office. The Town reserves the right to monitor the mail system including mailboxes at any time, without prior notice to ensure that the system is being used appropriately and in compliance with Town policies and directives.

Employees are allowed to send/receive personal mail as long as it follows the requirements of the previous section and also the following:

- Personal mail with attachments that did not originate with the sender must not be forwarded to any other employee. Employees will take great care that their personal mail is appropriate, free from sexual harassment and does not contain hostile agents that may jeopardize the Town's data or infrastructure.

5. Personal Software and data

Personal software will not be permitted on Town owned equipment unless all of the following requirements are met:

- The user has a legal license and he/she is willing to donate it to the Town. All software installed in Town computers shall become property of the Town.
- The purpose of the software is to aid the user in Town business.
- IT staff has verified that the software cannot damage the system and is compatible with the Town standards.

Only authorized personnel may install software in the Town's computers. Installation of any software in Town equipment must be approved by the IT Director. Personal storage media may not be used in the Town's computers without IT verification and approval of the media.

6. Internet Access

This section deals with user access to the Internet. Internet access has become an integral part of daily work. The Town provides employees with access to the Internet to ease daily work and not for personal recreation. However, moderate use of the Internet for recreational purposes is allowed during employee lunch breaks.

6.1. Internet Browsing

While browsing the Internet, Employees will only visit sites related to their work duties, no business outside of Town business will be conducted while using Town equipment or during Town time. Employees will not visit any illegal, pornographic or inappropriate sites. If an employee visits an inappropriate site by mistake, he/she will notify IT so they can in turn notify/modify Internet filter.

6.2. Internet Radio/TV

These services can be very useful for information on current events however they consume a relatively large amount of bandwidth and therefore should only be use as a last resort and when the information needed is critical. Listening to music or recreational use of radio or TV is not allowed.

6.3. Downloading files from the Internet

No downloading of executable files (programs) from the Internet will be allowed unless the employee first gets approval from his department head and from the IT Director. Employees who violate this rule may be disciplined up to and including dismissal and in addition are liable to damage that they may cause to Town's data, due to the download or to the import of viruses. Staff may obtain written exemption from this rule from the IT Director if they routinely require this tool as part of job performance and is trained to do it properly. Other Town staff in need of an executable file may request it from an authorized employee.

7. Recreational Use of Town resources

Town computers may come installed with some recreational programs designed to help new users get acquainted with the system and improve hand to eye coordination. Employees can run these programs in their lunch hour and breaks but not during normal working hours. Supervisors are responsible for monitoring employee's usage of recreational programs. Use of recreational resources during working hours can cause the revocation of privileges for the user. IT staff will remove all recreational programs from any computer upon request from the Town Manager or a department head.

8. Network Drives

Every department/division will have one or more shared drives where all significant data and files will be stored. These will be the only data files backed up. Staff will refrain from storing significant data elsewhere. Staff will not store files in their desktops or personal directories as these files will not be backed up.

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

TO: **Town Commission**

FROM: **Linda Miller, Town Attorney**

CC: **Guillermo Olmedillo, Town Manager**
Jane Graham, Assistant Town Attorney

DATE: **September 13, 2016**

SUBJECT: **Office of the Town Attorney Report for September 13, 2016**

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

August 15, 2016 – Parks and Recreation Committee Meeting

August 23, 2016 – Ad Hoc Citizen Traffic Mitigation Advisory Committee Meeting

August 25, 2016 – Sustainability Subcommittee Meeting

August 25, 2016 – Design Review Board and Planning and Zoning Board Meeting

August 25, 2016 – DRBPZB Quasi-Judicial Hearing 9133 Collins Avenue and 9149 Collins Avenue - The Surf Club Apartments, Inc. and the Seaway Villas Condominium Association, Inc.

September 1, 2016 – 8955 Collins Avenue - Development Impact Committee Meeting

September 12, 2016 – Tourist Board Meeting

September 13, 2016 – First Budget Hearing

September 13, 2016 – Town Commission Meeting

Ordinances for Second Reading:

- Construction Hours

Ordinances for First Reading:

- Voluntary "Architecturally Significant" Building Program
- Amendments to pension plan

Resolutions prepared and reviewed:

- Adopting the tentative levying of a millage rate for the Fiscal Year 2016/2017
- Adopting Final Budget Fiscal Year 2016/2017
- Approving the group health and vision with UnitedHealthCare, Dental Coverage with Guardian and Term Life Insurance, Accidental Death, Short Term Disability, and Long Term Disability with Mutual of Omaha
- Approving and ratifying the Collective Bargaining Agreement between the Town of Surfside and the Florida State Lodge Fraternal Order of Police
- Approving the renewal option with Marcum LLP for auditing services
- Urging Collaboration and Leadership with municipalities, state, and federal government to combat the Zika Virus
- Autism Principles of Inclusion

Town Commission/Town Manager:

- Briefed new members of Ad Hoc Citizen Traffic Mitigation Advisory Committee on Sunshine Law, Public Records, and Ethics and Conflict of Interest
- Review zoning and land use and referendum requirements for Abbott Lot site and Town Hall Lot site
- Met with Miami-Dade Historic Preservation staff regarding a study to evaluate the historic significance of homes in the H30A, H30B and H30C Districts
- Review Surf Club building permit fees agreement
- Research and analyze law on beach management

Town Clerk:

- Reviewed public records statutes and cases

August 25, 2016 Planning and Zoning and Design Review Board:

DESIGN REVIEW BOARD:

Design Review Board Applications:

A. 725 93rd Street - a one story addition, remodel and a relocation of the garage.

B. 1355 Biscaya Drive - renovate the front façade of the existing home

C. 9381 Abbott Avenue - convert garage to additional living space

D. 9573 Harding Avenue - an illuminated cut PVC lettering sign for a new retail shop Gourmet Temptations

E. 9531 Harding Avenue - a reverse channel LED lettering sign for Razzledazzle Barbershop

F. 9532 Carlyle Avenue - construction of a second story addition with a roof top deck to the existing single-family residence

QUASI-JUDICIAL HEARING:

A. 9133 Collins Avenue and 9149 Collins Avenue - The Surf Club Apartments, Inc. and the Seaway Villas Condominium Association, Inc.

PLANNING AND ZONING BOARD:

A. Sign Monument modifications ordinance

Discussion Items:

1. Future Agenda Items

Building Department/Code Enforcement:

- Reviewed noise ordinance and construction hours
- Reviewed short term rental monitoring agreement
- Building permit fees

Tourist Bureau/Downtown Vision Advisory Board/Tourist Board:

- Review uses of resort tax

- Reviewed E-City Services website agreement

Finance Department:

- Prepare Resolution adopting the tentative levying of a millage rate for the Fiscal Year 2016/2017
- Prepare Resolution adopting Final Budget Fiscal Year 2016/2017

Public Works:

- Review agreement for seawall staging area

Police Department:

- Review Third DCA opinion Aventura vs. Jimenez on red light camera litigation

Florida Municipal Insurance Trust ("FMIT") investigates claims and provides legal representation for the Town on the following claims/lawsuits:

1. On June 28, 2014, Claimant alleges while walking in the east alley behind 9577 Harding Avenue she fell through a broken storm grate and sustained severe lacerations to her right leg. FMIT is investigating this claim.
2. Julien Deleon - Equal Employment Opportunity Commission ("EEOC") Charge #510-2014-05171. Mr. Deleon has filed a Notice of Charge of Discrimination against the Town. The EEOC sent notification to Mr. Deleon of the right to institute a civil action under Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. 2000e, et seq.
3. Claimant alleges a false arrest on June 1, 2014. FMIT is investigating this claim.
4. Pieter Bakker v. Town of Surfside, a municipal corporation of the State of Florida and Young Israel of Bal Harbour, Inc. On May 30, 2012, Pieter Bakker filed a complaint in State Court against the Town which alleges counts against the Town including contract zoning, Charter violations, and a request for a writ of certiorari to quash Resolution 12-Z-2078 approving a Site Plan Application to permit Young Israel to build a synagogue on 9580 Abbott Avenue. On September 30, 2013, the Court ordered this matter to be transferred to the Appellate Division. Petitioner, Mr. Bakker filed a Third Amended Petition for Writ of Certiorari. The Town and Young Israel have filed a response to the Third Amended Petition for Writ of Certiorari and a request for Oral Argument. Mr.

Bakker has filed a reply. The Town and Young Israel have filed a request for Oral Argument.

5. Parker, et. al. v. American Traffic Solutions, et. al.: United States District Court for the Southern District of Florida Civil Action No. 1:14-CV-24010. This is a class action case brought by plaintiffs who have received red light traffic violations against vendors who contract with municipalities and counties for red-light camera services (American Traffic Solutions "ATS", "Xerox State and Local Solutions "Xerox", and Gatso) along with 69 municipalities and counties. The complaint alleges that the local government defendants have improperly outsourced to the vendors their legislatively granted authority to issue traffic citations and unlawfully delegated to the vendor defendants the authority to determine whether a traffic violation has occurred. The Town and other Defendants filed a Motion to Dismiss. The Court dismissed the federal claims, however, did not dismiss the claims for unjust enrichment, declaratory and injunctive relief. The Court stayed the case during the pendency of an appeal and heard oral argument on June 14, 2016. The Eleventh Circuit dismissed the appeal for lack of jurisdiction on August 31, 2016. Defendants have decided to file a motion for rehearing and motion for rehearing en banc in the Eleventh Circuit.
6. Henderson v. Police Officer Carrasquillo and Police Officer Fernandez. On May 12, 2015, a complaint was served stating that on December 11, 2010, Mr. Henderson was arrested for Battery on a Law Enforcement Officer, Disorderly Conduct and Resisting Arrest Without Violence. The complaint alleges malicious prosecution against the Officers. Discovery is ongoing.

Special Matters:

- Continued monitoring of new case law and legislation from Federal, State and County.

TOWN OF SURFSIDE
PENSION BOARD MEETING
Thursday, May 19, 2016 – 2:00 p.m.
9293 Harding Avenue - Town Hall - Chambers

MINUTES

Pension Board Members
Guillermo Olmedillo
Sgt. Julio E. Torres
N. Abraham Issa
Yamileth "Yami" Slate-McCloud
Staci K. Shanahan

Town of Surfside Consultants
Burgess Chambers, Burgess Chambers & Associates
Grant McMurry, Highland Capital Management
Larry Wilson, Gabriel, Roeder, Smith & Company
Robert Klausner, Esq, Klausner & Kaufman
Donald Nelson, Finance Director
Mayte Gamiotea, Third Party Administrator
Frantza Duval, Recording Clerk

1. **Call to Order and Roll Call**
The meeting was called to order by the Chair, Abraham Issa at 2:07pm.

All of the above noted Pension Board members were present with the exception of Julio Torres who was absent.

Also in attendance was Frank Wan on behalf of Burgess Chambers, Tod Wishinak was present alongside Grant McMurry, Donald Nelson, Finance Director for the Town of Surfside and Mayte Gamiotea, Third Party Administrator

Larry Wilson & Robert Klausner were absent.

2. **Approval of Minutes**
a. Regular Pension Board Meeting – *February 24, 2016*

MOTION:
The Town of Surfside Pension Board recommended approval of the February 24, 2016 minutes of the Regular Board meeting as amended. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Abraham Issa introduced Staci K. Shanahan Board and she provided a provided a brief synopsis of her background. She looks forward to working with the Board.

3. **Agenda Additions and Deletions**
   None.
4. **Public Participation**
   None.
5. **Reports and Updates**

   a. Burgess Chambers & Associates
      - Investment Performance Quarter Ending March 31, 2016

      Frank Wan introduced himself and his company to the new Board Member.

      During the quarter the Retirement Plan earned $292K or +1.7% (+1.6% net), ahead of the strategic model (+1.1%) and ranked in the top 13th percentile.

      The top three performing assets were: Highland TIPS (+5.9%), iShares Cohen & Steers REIT (+5.1%) and iShares Core S&P Mid Cap (+3.95).

      For the 12-month period, the Plan lost $224K or -1.2% (-1.5% net), in line with the strategic model (-1.5%). The top three performing assets were: Bentall Kennedy private real estate (+12.8%), Cohen & Steers REIT (+6.3%) and Highland Fixed (+2.7%).

      For the rolling three and five-year period, the Plan earned +6.2% and +6.0% respectively.

      Frank Wan presented hedge fund to the Board. He advised that the fund of hedge fund represents a diversified pool of individual hedge funds, including but not limited to long/short, opportunistic credit, global-macro, activist, convertible arbitrage, and event driven strategies.

      He advised that investors liquidated $19 billon in hedge fund strategies between January and March.

      Guillermo Olmedillo exited the meeting at 3:00pm.

      Yamileth Slate-McCloud inquired about NewTower and Frank Wan advised that NewTower (MEPT) is doing well and made the Plan 13% last year. Mayte Gamiotea inquired as how NewTower is collecting their fees and Frank Wan advised that the fees are collected through net assets. Mayte Gamiotea advised that she doesn't see the line item expense. Frank Wan advised that he will have NewTower submit a better statement showing a breakdown of the expense.

- Town of Surfside Investment Policy Statement

Included in the agenda for review is the Investment Policy Statement for the Town.

- MEPT Summary Ending March 31, 2016
  Included in the agenda for review is the MEPT Summary Ending March 31, 2016

- MEPT: The Quarterly Trust Report (1st Quarter Results)
  Included in the agenda packet for review is the MEPT: The Quarterly Trust Report (1st Quarter Results)

- Westwood Statement ending March 31, 2016
  Included in the agenda for review is the Westwood Holdings Summary Ending March 31, 2016.

b. Highland Capital Management

Grant McMurry introduced himself and his company to the new Board Member.

Abraham Issa inquired as to how can the Board create reserve funds. Donald Nelson advised that the first step would be to obtain the actuarial report to determine how much would be needed to contribute to the fund. It's a process, which would take some time as the actuarial is working on the Actuarial Valuation Report.

- Annual Disclosures
  Included in the agenda for review is the Highland Capital Management Annual Disclosures

- Portfolio Appraisal as of March 31, 2016
  Grant McMurry provided an overview of the Portfolio Appraisal as of March 31, 2016.

- Portfolio Appraisal as of April 30, 2016
  Grant McMurry provided an overview of the Portfolio Appraisal as of April 30, 2016.

- Investment Review Ending March 31, 2016
  Grant McMurry provided an overview of the investment Review for Quarter Ending March 31, 2016.

c. Gabriel Roeder Smith & Company
   - 2015 Actuarial Confirmation

Included in the agenda for review is the 2015 Actuarial Confirmation of the Use of State Money for Plan Year ended September 30, 2015.

- DROP Plan Balance Rollforward

Included in the agenda for review is the DROP Plan Participant Balance Rollforward for the Plan.

d. Klausner & Kaufman
   - Attorney's Report

Representatives from Klausner & Kaufman were not present at the meeting to present the aforementioned agenda item.

6. Administrator

a. John DiCenso – Commence Benefits – 4/1/2016
b. Bank Signature Cards
c. Summary Plan Booklets Request of 150 copies

d. Refund of Contributions:

• Alexander Alvarez	Term: 11/3/14	$ 40.37
• Rodolfo Perez	Term: 12/4/15	$ 884.61
• Angel Melendez	Term: 3/13/16	$ 6,612.39

MOTION:
The Town of Surfside Pension Board recommended approval of 30 Summary Plan Booklets and the Refund Contributions listed under the Administrators portion of the agenda. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

7. Approval of Invoices

a. Burgess Chambers & Associates, Inc.
   - Invoice #16-96 3/23/2016 $ 6,250.00

MOTION:
The Town of Surfside Pension Board recommended the approval of the Burgess Chambers & Associates, Inc. invoice in the amount of $6,250.00. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

b. Frantza Duval
Invoice #16-03 5/16/2016 $ 225.00

MOTION:
The Town of Surfside Pension Board recommended the approval of the Frantza Duval invoice in the amount of $225.00. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

c. Gabriel, Roeder, Smith & Company

- Invoice #418723 12/30/2015 $ 12,087.00
- Invoice #420777 3/31/2016 $ 16,186.00

MOTION:
The Town of Surfside Pension Board recommended the approval of the Gabriel, Roeder, Smith & Company invoice in the amount of $28,273.00. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

d. Highland Capital Management

- Invoice #12158 4/11/2016 $ 8,560.13

MOTION:

e. The Town of Surfside Pension Board recommended the approval of the Highland Capital Management invoice in the amount of $8,560.13. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

f. Julio Torres

- Invoice #1116669801 3/9/2016 $ 715.67

MOTION:
The Town of Surfside Pension Board recommended the approval of Julio Torres's invoice in the amount of $715.67. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

g. Klausner & Kaufman

- Invoice #17948 2/29/2016 $ 2,280.00
- Invoice #18091 3/31/2016 $ 1,453.50
- Invoice #18235 4/30/2016 $ 57.00

Total $ 3,790.50

MOTION:
The Town of Surfside Pension Board recommended the approval of Klausner & Kaufman's invoice in the amount of $3,790.50. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

h. Mayte Gamiotea

- Invoice #16-03 5/15/2016 $ 3,915.00

MOTION:
The Town of Surfside Pension Board recommended the approval of Mayte Gamiotea's invoice in the amount of $3,915.00. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

i. SunTrust Bank
   - Invoice #6895223 4/29/2016 $ 4,904.64

   MOTION:
   The Town of Surfside Pension Board recommended the approval of the SunTrust Bank invoice in the amount of $ 4,904.64. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

j. Yamileth Slate-McCloud
   - Invoice #0372016 3/22/2016 $ 94.74

   MOTION:
   The Town of Surfside Pension Board recommended the approval of Yamileth Slate-McCloud's invoice in the amount of $94.74. Guillermo Olmedillo moved; Staci Shanahan seconded. The motion passed unanimously.

8. New Business

Donald Nelson presented the schedule for upcoming Florida Public Pensions Trustees Association (FPPTA). Donald advised that the next upcoming conference is scheduled for June 26-29, which board members can participate with the fee being covered by the Board.

9. Trustees' Comments/Concerns

10. Next Regular Scheduled Meeting Date

- **August 25, 2016 (Thursday) @ 2:00 pm**

11. Adjournment

There being no further business to come before the Board, the meeting unanimously adjourned at 3:56pm with the motion made by Yamileth Slate-McCloud; receiving a second from Staci Shanahan.

Accepted this 25 day of AUGUST., 2016

N. Abraham Issa
Member (Print)

Signature

Attest:

Frantza Duval
Recording Clerk

TOWN OF SURFSIDE

Ad Hoc Citizen Traffic Mitigation Advisory Committee

Organizational Meeting
July 26, 2016 – 5:00 pm
Town Hall – Commission Chambers
9293 Collins Ave, Surfside FL

Meeting Minutes

Traffic Mitigation Advisory Committee
Clara Diaz-Leal (**Chair**) - Present
Sandra Argow (**Vice-Chair**) - Present
Juan Borges (**Secretary**) - Present
Deborah Cimadevilla - Present
Ken Arnold –Not present
Commission Liaison: Michael Karukin

Town Manager **[TM]** Guillermo Olmedillo called the meeting to order at 5:03 PM.
Reminded all present meeting is being taped.

1. **Introduction of Committee Members and Staff**
   TM introduced members of the committee and acknowledged the presence of Mayor Dietch, and Commission Liaison to the committee Commissioner Michael Karukin.

   [TM] recognized Commissioner Paul who was in attendance.

   Committee members and town staff present were asked to introduce themselves.
   Besides committee members noted present above, the following town staff was also present:
   Town Manager Guillermo Olmedillo **[TM]**
   Police Chief Allen **[CA]**
   Police Captain Yeros **[CY]**
   Linda Miller (Town Attorney) **[TA]**
   Jane Graham (Asst. Town Attorney) **[ATA]**
   Commissioner Michael Karukin **[MK]**
   Commissioner Tina Paul
   Randy Stokes (Public Works)
   Eric Commeski, Traffic Engineer, CGA **[CGA]**

2. **Election of Officers**
   The Committee elected the following officers:
   Clara Diaz-Leal **[Chair]**
   Sandra Argow [**Vice-Chair]**
   Juan Borges **[Secretary]**

   With the committee member officers voted in, control of the meeting was handed over to the Chair [**Chr**].

3. **Orientation: Purpose and Goals of the Committee; Rules of Procedure**
   Linda Miller, Town Attorney [**TA**] introduced Jane Graham, Assistant Town Attorney [**ATA**] who made an orientation presentation to the committee. The orientation covered:
   a. Sunshine Law,
   b. Public records,
   c. Codes of ethics,
   d. Conduct and procedures of meetings;
   e. Use of corporate seal.

At the request of committee member Sandra Argow, the time of the September 20th, 2016 meeting has been changed by the committee to 6 pm.

4. **Traffic Mitigation Presentation** – Surfside Police Department
   [TM] introduced [**CY]** who provided the committee a status of the current actions taken by the town, and what actions have been recommended to the town's commission for future consideration. The future actions were identified as: immediate, midterm and long term actions to the mitigation program. These future actions have led to the forming of this committee for the consideration of these actions. The committee's collective opinion will be presented to the commission. A handout of the items was provided to each committee member.

   [CY]: Town wants direction (recommendation) as to what to do.
   Town has three traffic "seasons": Summer traffic (no school) season, school traffic season, tourist traffic season (November - April).

   Below is summary of the items presented by **[CY]**:
   <u>Short term (0 - 6 months):</u>

   - **Town has completed installation of new stop signs on:**
     - 91st Street and: Abbott, Carlyle and Emerson Avenues.
     - 89th Street and Abbott Avenue (north/south).

   - **Town has completed installation of stop bar reflectors at:**
     - 91st Street: all intersections.

   - **Town has completed installation of new speed bumps at:**
     - 88th Street between Garland and Hawthorn Avenues.
     - 88th Street between Dickens and Emerson Avenues.

- **1272 Biscaya Drive**

Speed bumps were placed on roads where more than one block distance is traveled before reaching a stop sign. That is why 88th Street has speed bumps now. On Byron Avenue, the bumps are used to deter drivers cutting through the town. Portion of rubber speed bump has already been damaged (sections are torn off) on Byron Avenue.

- **Revisit street closures:**
  - 94th Street and Abbott Avenue.
  - 96th and Byron Avenue.
  - Plus other residential streets.

Town would like the committee to consider the opening or closing (as may apply) any of the above mentioned intersections. The town is looking to deter cut through traffic by considering: opening Abbott Avenue at 94th Street; and by either closing Byron Avenue at 96th Street or making it a right turn only intersection.

- **Loop Detector Design:**

Loop detectors are for the purpose of reducing wait time for vehicular traffic crossing Harding and Collins Avenues at signalized intersections during periods of low to no traffic along Collins and Harding Avenues.
Status: Loops are currently in design phase. Plans are complete and "pre-app" meetings have been had with both FDOT and the County. Plans are getting ready to be submitted for permitting. Installation phase would cost a lot of money.

- **Create Vehicle circulation plan for new construction projects.**

This is something the **[TM]** will discuss. This would be more involved during the permit phase of construction projects.

- **Develop a Town wide traffic model:**

This is something CGA could work on. This would be a financial burden. Last model was done 2012.This would be large study that would include every intersection in the town.

Intermediate:

- **Loop detector installation:**

This would occur once construction plans are approved.

- **96th Street and Abbott Avenue traffic Light:**

[TM]: Last Friday (July 22, 2016), **[TM],** Chief Allen and Joe Crow met with Jim Wolf (FDOT District VI). FDOT considers that technically there is nothing they can do and that placing a traffic light at that intersection will not help with traffic. Distance between lights is an issue. FDOT typical standards

are 1200' between intersections, there are 300' between Harding and Abbott Avenues.

- **One-way streets:**
  Mixed reviews from residents during workshop in April. Closing one street may cause added burden on another.

- **90th Street In/out right turn only island:**
  Triangular island on west side of Harding Avenue: will force traffic on 90th Street to turn north. Traffic in either direction on 90th Street will not be able to cross Harding Avenue, but have to turn South.
  [TM] said that in about two weeks FDOT was going take measurements of the intersection to see if this island could be built there.
  [DC] said the problem is for pedestrian traffic trying to go west across Harding.
  [TM] said the committee needs to work through Motions and not as individuals. Suggested committee go through list and then come back and discuss whatever items they wanted.

- **91st Street Improvements:**
  Considerations on how to beautify 91st Street in some shape or form.

- **95th Street and Byron Circle & Status within last 18 months:**
  Within the last 18 months, circle has been reduced in size, 95th Street has had installation of curb extensions, and speed bumps.

Long term items:

- **Gate west of Harding Avenue:**
  This would encompass a special taxing district and some other requirements.

End of Presentation ----------

Discussions on efforts by CGA on behalf of town:
[CGA] said that CGA was working on getting FDOT LAP certification for the town and grants applications for pedestrian crosswalks on Harding and Collins traffic light intersections.

[JB] Why are we looking at looped systems instead of synchronizing traffic lights?
[CGA] That is our scope of work.
[CY] Loop systems are to stop cross traffic from sitting and waiting for the light to change.
[JB] Synchronizing traffic lights would keep traffic moving along perimeter roads around cities.
[Chf] Loops were recommended in 2012 & 2014 Studies.
[TM] Loop has gone through the public hearing phase.
[Chf] Loops are to be paid by county funds
[Chr] There is no downside to having them, helps during the right time of the day.

[SA] Alternating parking no parking on Collins and Harding Avenues during rush hour.
[Chr] Reduces the amount of parking.
[SA] Would not be an all-day thing.
[DC] Is it possible to new study due all the new traffic affecting residential side of town?
[TM] To have it done for use by the traffic committee, it will not be ready. To do new study will take extra time, cost money and we will have to go in front of commission.
[CGA] The 2014 study considered the impacts of the of the Young Israel, 92nd Street Hotel, Surf Club, Shul, Grand Beach and Bal Harbor Shops. It takes you through November 2012 (I think).
[SA] New study is a good idea, but town takes too long to make decisions.
[DC] New developments will dramatically change town. Our town is changing and new business is going to impact us.
[CGA] Town currently reviews all development impact statements that includes traffic. Sometimes the net effect of new development is less traffic.
[TM] Town can provide committee last year or two of impact statements.
[TA] Currently, town traffic experts sit with the developer's traffic expert to discuss a project's impacts to the town.

[SA Motion] Wanted Carlyle Avenue opened at 96 street with a light, remove light at Byron and make end streets "One Way".
Result: No second so the motion died.

[Chr] Lets go through the list.

5. **After [CY]'s presentation and discussions, committee reviewed the various items on the list presented. Discussion included motions on some of the items for the town to consider. They are summarized as follows:**

    - **Installation of any new stop signs:**
      [JB] Asked police what has been traffic issues within residential areas.
      [CY] Speeders, accidents are typically not a problem within residential area. Problem areas are Collins, Harding Avenues– late at night and fender benders in parking lots.

      [? Motion] Need for new stop signs throughout the community up to the police department on an as needed basis, with emphasis on intersections with line of sight issues.

    - **Installation of any new stop bar reflectors:**
      Committee decided that need for new stop bar reflectors throughout the community up to the police department on an as needed basis.

      [SA Motion]: Add stop bar reflectors at 90th Street and Froude Avenue.
      [Motion Passed]

- **Installation of any new speed bumps:**
  [Chr Motion] Add speed bump on 95th Street between Abbott and Byron Avenues.
  Result: No second so the motion died.

- **Revisit street closures:**
  - **94 Street and Abbott Avenue.**
    94 Street and Abbott Avenue west bound is currently closed.
    [SA Motion]: Open 94 Street and Abbott Avenue west bound to traffic.
    [Motion Passed]

[DC] Discussion was had about the placement of No Right [sic] signs on Collins Avenue to deter cut through traffic.
[TM] Since this is a state road, it would require traffic study. This true for any decisions involving Harding, Collins Avenues, and 96 Street (FDOT roads).
[CY] Any requirements (signs) are for all traffic, no 'residence only signs".
[CGA] Reminded all that for all decisions made there is a cause and effect.

During this time, committee discussed how to deter cut through traffic by avenue closures or openings along 96 Street.
Alternatives included:
(1) Closing Bay, Carlyle, Byron Avenues to traffic at 96th Street and making all traffic exit east.
(2) Opening traffic at Carlyle Avenue.
(3) No left turn at Byron Avenue and 96th Street at from 4 and 6 pm.
(4) Perform study/temporary closure of Byron Avenue at 95 Street to avoid FDOT involvement.

[**Public – Conrad Dancer**] Disagreed with No Left Turn between the hours of 4 & 6 pm restriction at Byron Ave and 96th Street. It affects too many people. Need to improve flow on Collins, Harding Avenue and 96 Street.

[**Public – Victor May**] Can we consider express lanes on Collins with left turn only lanes.

[JB]: What other traffic information is available to the committee.
[GCA]: On website.
[DC]: Need to receive this information to see whether new study is needed or not.

[SA]: Relocation of crosswalks on Collins and Harding Avenues.
4-way red lights that all can cross all ways.
[JB]: Adds to traffic cycle.
[GCA]: Barn dance. Did studies for Broward. Although it did not end up not being implemented there, it may have a chance here.

One Ways between Harding and Collins Avenues right turns going in/out 90 Street west bound:
[DC]: Addressed above. Public is divided many feel it will add to traffic. If it is for the purpose of deterring cut through traffic – it won't.
[TM] Additional benefit is to create angled parking on one way streets.
[DC]: There residents that will be directly affected.
[JB]: What is the purpose of it? Deter traffic or create parking?
[TM] Does two things: Creates an additional burden for people trying to go into the neighborhood, and parking.
[DC Motion]: On Collins and Harding Avenue: leave things as they are, open to east and west bound traffic.
[Motion Passed]

[CGA] For the record, 10 parking spaces could be created by one ways.

Pedestrian Walk West at 90th Street and Harding Avenue:
[DC]: Dangerous pedestrian intersection. Would like to visit adding traffic light at this intersection for the sake of pedestrians.
[DC Motion]: To further investigate putting a traffic light at Harding Avenue and 90th Street for the second of pedestrians.
[Motion Passed]

[DC Motion]: To create a crosswalk on the north side of 90th Street and have the beacons on Collins Avenue.
Result: No second so the motion died.

[Public – Conrad Dancer] Traffic light is what is needed. No one will walk north to cross at crosswalk.

6. **Next Meeting:** August 23, 2016 – 5:00 pm

7. **Adjournment**
   Meeting was adjourned at 8:01 pm.

Accepted this 23 day of August, 2016

Clara Diaz-Leal Parker
Committee Chair

Attest:

Juan Borges, Committee Secretary

TOWN OF SURFSIDE
PLANNING AND ZONING BOARD
AND
DESIGN REVIEW BOARD
MEETING
July 18, 2016
6:00 PM

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

PLANNING AND ZONING BOARD

MINUTES
July 18, 2016
6:00 PM

1. **CALL TO ORDER**
   Chair Lindsay Lecour called the meeting to order at 6:07 pm.

2. **ROLL CALL**
   Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Vice Chair Judith Frankel, Board Member Brian Roller, and Board Member Richard Iacobacci. Board Member Peter Glynn was absent. Commissioner Daniel Gielchinsky attended as liaison. Chair Lecour welcomed new Board Member Richard Iacobacci. Mr. Iacobacci introduced himself and gave some background.

3. **APPROVAL OF MINUTES: May 25, 2016**
   Vice Chair Frankel made a motion to approve with the correction of the spelling to Brian Roller. The motion received a second from Board Member Roller and all voted in favor with Board Member Glynn absent.

   Liaison Gielchinsky gave an update on the Commission level so both parties can work in unison.

4. QUASI-JUDICIAL APPLICATION:

A. 9300-9380 COLLINS AVENUE

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THE WEST SIDE OF COLLINS AVENUE BETWEEN 93RD STREET AND 94 STREET WITH THE ADDRESSES OF 9300-9380 COLLINS AVENUE FOR 68 TOWNHOUSE UNITS WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Recording Clerk Nissa Benjamin read the title of the resolution.

Chair Lecour read the process and rulings of a quasi-judicial hearing.
Recording Clerk Benjamin confirmed that compliance with advertising notice requirements have been met. Attorney Miller asked the Board if anyone had ex-parte communications with the Applicant or any objector. All answered no. Recording Clerk Benjamin swore in the people who wished to speak on the item.

Town Planner Sarah Sinatra had a visual presentation. Staff is recommending approval and wanted for the record regarding growth impact, that originally it was scheduled for 100 units and they are putting in 68 units but the square footage has increased from 81,000 sq. feet to 304,444 sq. feet. Chair Lecour wanted to clarify that the units are 2, 3, 4, and 5 bedroom suites.
Neisen Kasdin representing the applicant gave a brief overview of the plan with visuals. He also spoke of the proffers of $100,500 they are giving to the City. The architect for this project continued with the visuals and gave a more detailed presentation.

Chair Lecour opened the public hearing.
Public Speakers:
-Denyse Fowley who lives behind the proposed project said the plans are very nice but has concerns about the impact it will have regarding intrusion on her property such as debris, dust, mold, etc. and what are their plans to protect her home. She wants to know where the cranes are going to be and where will their trash be stored. She also asks for clear communication with the developers with names and phone numbers. Mr. Kasdin responded to Ms. Fowley and said she had standard concerns and they will provide her with names so she may have direct contact with them. He stated they will come up with a plan and also said that the Town has a ruling that neighboring properties are not adversely affected. Board Member Iacobacci asked if there is damage to a home owner's property who will be responsible for the repair.
Mr. Kasdin said if there was damage due to construction and the cost of repair was reasonable his client would probably pay. However, not knowing the cost he would have to speak to his client. Ms. Fowley would like seismic activity monitored in a better way.
-Pamela O'Hagan whose property also abuts to the proposed project agrees with Ms. Fowley and has the same concerns. She believes a very high fence would help protect property and also would like more information regarding traffic. She hopes they will be able to have the sea breeze from the ocean and it is not totally blocked. On another

subject, she also mentioned she was sorry to see the renters in the affordable housing go and hopes the Town takes it into consideration when they have their discussions with the Developers.. Mr. Kasdin said he would meet with property owners and address their concerns. The proposed building is continuous and there would be no air gaps. Fences and traffic was also addressed by the architect and Mr. Kasdin.
-Barbara Cohen was concerned about the number of bedrooms in the units and the impact it may have on Ruth Broad School. Mr. Kasdin believes most of the units will be sold to Orthodox Jews and their children most likely will not be attending the public school but before the units are sold they do not know how many families will have young children.
-Jerry Kahn wanted to know if seismic meters will be put on their properties and monitored, as he has had damage before due to construction and was not compensated for it. Mr. Kasdin said this project is only three stories and much smaller than others that have been constructed. Mr. Kahn strongly suggested to the Board that they put in a condition that meters are put up with an IP address to monitor as he has been through this before and does not trust developers. Mr. Kasdin said the architect has informed him that they will put up seismic meters on their property (construction site) only as that is standard procedure.
-Marta Olchyk recommended that the residents involved take legal advice and get everything in writing as to what is being said. She also said, regardless of what they say it will not be easy to contact the project manager, contractor or anyone else. In her building they are having problems as all the glass blocks have to be replaced due to damage from neighboring construction which the developers deny and they now have the additional expense of hiring an attorney as the town does not offer any help.
-Miguel Fernandez agrees totally with Ms. Olchyk.

No one else wishing to speak Chair Lecour closed the public hearing.

Board Member Roller made a motion to continue with the recommendation of the Design and Review Board. The motion received a second from Board Member Frankel and all voted in favor with Board Member Glynn absent.

This portion of the meeting adjourned at 7:12 p.m. and the item was then continued for discussion at the Design Review Board Meeting.

The meeting resumed at 9:31 p.m. continuing with the Quasi-Judicial application.

Public Speaker Denyse Fowley had a question about the glass parapet and Board Member Iacobacci said Miami-Dade has the strictest hurricane code in the country and she did not have to be concerned with that. She also asked the size of the condensers and the noise output and the elevation of the building. The rendering of the project does not show her home or her neighbors and it should as the glass will reflect onto their homes and create more heat. The applicant said they could do another rendering showing both homes. She thanked the Board for listening to their concerns. She also mentioned pre-testing for environmental control. Chair Lecour suggested she reach out to Building Official Ross Prieto who is very knowledgeable on the subject.

Before the motion was made, Planner Sinatra restated the conditions from the DRB.

Board Member Roller made a motion to recommend to the Town Commission with the recommendations. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

5. ORDINANCE: SHEDS

TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING"; SEC. 90-19. "SINGLE-FAMILY AND TWO FAMILY DEVELOPMENT REVIEW PROCESS"; SPECIFICALLY AMENDING SECTION 90-19.7 EXEMPTING SHEDS FROM PLANNING AND ZONING BOARD AND DESIGN REVIEW BOARD REVIEW AND PROVIDING THE DESIGN GUIDELINES SHALL BE FOLLOWED; AMENDING "SECTION 90-54 "ACCESSORY BUILDINGS AND STRUCTURES IN THE H30A AND H30B DISTRICTS" SPECIFICALLY AMENDING SECTION 90-54.7 RELATED TO SHEDS AND LANDSCAPE REQUIREMENTS; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.
Recording Clerk Nissa Benjamin read the title of the ordinance.
Town Planner Sinatra presented the item.

Board Member Iacobacci made a motion to recommend to the Town Commission. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

6. DISCUSSION ITEMS

1. **Sustainability Sub-committee**
   Planner Sinatra presented the item and the sub-cmmitte's function.
   The Board discussed meeting times and days and who would be in attendance.

   Board Member Roller made a motion to nominate Board Member Peter Glynn as liaison to the Sustainability Sub-Committee should he accept. The motion received a second from Board Member Iacobacci and all voted in favor with Board Member Glynn absent.

2. **Future Agenda Items**
   Workforce Housing
   Impact Fees
   Air Flow – corridor analysis
   Flat Roof vs. Pitched Roof
   Sea Level Rise
   Neighbor notice of demolition

7. ADJOURNMENT.

There being no further business to come before the Planning and Zoning Board the meeting adjourned at 10:05 p.m.

Accepted this 25th day of August, 2016

Chair Lindsay Lecour

Attest:

Sandra Novoa, MMC
Town Clerk

DESIGN REVIEW BOARD

1. **CALL TO ORDER**
   Chair Lindsay Lecour called the meeting to order at 7:12 pm.

2. **ROLL CALL**
   Recording Clerk Nissa Benjamin called the roll with the following members present: Chair Lindsay Lecour, Board Member Jorge Gutierrez, Vice Chair Judith Frankel, Board Member Brian Roller, and Board Member Richard Iacobacci. Board Member Peter Glynn was absent. Commissioner Daniel Gielchinsky attended as liaison.

   Board Member Roller made a motion to move Item 5 Quasi-Judicial Application up on the agenda. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

3. **APPROVAL OF MINUTES:** May 25, 2016
   Board Member Jorge Gutierrez made a motion to approve with the correction of the spelling to Brian Roller. The motion received a second from Board Member Roller and all voted in favor with Board Member Glynn absent.

4. **DESIGN REVIEW BOARD APPLICATIONS:**

A. Request of the Owner of Property located at 9441 Bay Drive.
The applicant is requesting to legalize an existing garage conversion.
Town Planner Sarah Sinatra presented the item and staff is recommending approval.

Board Member Roller made a motion to approve. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent

B. Request of the Owner of Property located at 9040 Dickens Avenue.
The applicant is proposing to add a 612 square foot addition to the rear of the existing single family house.
Town Planner Sarah Sinatra presented the item and staff is recommending approval.

Board Member Iacobacci made a motion to approve. The motion received a second from Board Member Gutierrez and all voted in favor with Board Member Glynn absent

C. Request of the Owner of Property located at 9233 Byron Avenue.
The applicant is requesting to legalize an existing garage conversion.
Town Planner Sarah Sinatra presented the item and staff is recommending approval.

Board Member Gutierrez made a motion to approve with the following condition:
-Landscaping is provided out front of converted garage.
The motion received a second from Board Member Roller and all voted in favor with Board Member Glynn absent

D. Request of the Owner of Property located at 9549 Carlyle Avenue.
The property is located at 9549 Carlyle Avenue, within the H30B zoning district. The applicant was granted approval for the construction of a new two story- single-family residence at the September 24, 2015 Planning and Zoning Board meeting and subsequent façade modifications at the January 28, 2016 meeting. The applicant is now proposing a roof top deck.
Town Planner Sarah Sinatra presented the item and staff is recommending approval.
Board Member Iacobacci was not in favor of the design. The Board had some discussion on the item. Chair Lecour opened the item to public comment, being none Chair Lecour closed the public comment.

Board Member Gutierrez made a motion to approve. The motion received a second from Vice Chair Frankel. The motion carried 4/1 with Board Member Iacobacci voting in opposition and with Board Member Glynn absent.

E. Request of the Owner of Property located at 8874 Dickens Avenue.
The applicant is requesting a six-foot high picket style fence along the north property line to enclose the backyard of the corner property.
Town Planner Sarah Sinatra presented the item and staff is recommending approval with conditions. The applicant spoke about the item and gave further details.

Board Member Gutierrez made a motion to approve with the following condition:
-Applicant provides plans that the fence doesn't exceed 50% of the property.
The motion received a second from Board Member Iacobacci and all voted in favor with Board Member Glynn absent.

F. Request of the Owner of Property located at 9425 Bay Drive.
The applicant is proposing to completely renovate the existing home. The renovations include a garage conversion, new roof, trellis and doors and windows.
Town Planner Sarah Sinatra presented the item and staff is recommending approval. Chair Lecour had some design questions. The architect for the project spoke and gave further information.

Board Member Iacobacci made a motion to approve. The motion received a second from Board Member Gutierrez and all voted in favor with Board Member Glynn absent.

G. Request of the Owner of Property located at 300 Surfside Blvd.
The applicant is requesting to legalize an existing garage conversion. It appears the garage was converted prior to 2007 and therefore prior to the code requirements mandating landscaping in front of the replaced garage door. In this case, the applicant has provided French doors replacing the garage door.
This item has been removed from the agenda.

5. QUASI-JUDICIAL APPLICATION:

A. 9300-9380 COLLINS AVENUE

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, PLANNING AND ZONING BOARD; RECOMMENDING APPROVAL OF A SITE PLAN TO PERMIT THE DEVELOPMENT OF PROPERTY LOCATED ON THEWEST SIDE OF COLLINS AVENUE BETWEEN 93RD STREET AND 94 STREET WITH THE ADDRESSES OF 9300-9380 COLLINS AVENUE FOR 68 TOWNHOUSE UNITS WITH CONDITIONS OF APPROVAL; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Chair Lecour reminded everyone that the rules and process of a Quasi-Judicial hearing stated in the Planning and Zoning Meeting apply here also.

Recording Clerk Nissa Benjamin read the title of the resolution.

Chair Lecour asked the Board if anyone had ex-parte communications with the Applicant or any objector. All answered no.

Chair Lecour asked if anyone wishing to speak to please stand and be sworn in. There were no public speakers who had not spoken at the previous meeting.

No one wishing to speak Chair Lecour closed the public hearing.

Board Member Iacobacci had a question regarding the condensers, mechanical system. The architect responded with a visual of their placement. Board Member Iacobacci had concerns about the noise for neighbors as well as visually seeing them. The architect said they would create no more noise than any single family home condenser and said the units will be mostly covered by a stairwell. Board Member Iacobacci was not totally convinced. He also mentioned damages that may incur during construction to a neighboring home and responsibility and ways to protect the town's citizens and would like to see that taken care of and insurances in place

Vice Chair Frankel said the maximum is three floors and asked for an explanation as she counts 4 floors; there is floor 1, floor 2, mezzanine, floor 3 and then technically, the roof. Town Planner Sinatra explained the code requirements and the applicant has met them. Rooftop landscaping was mentioned and Planner Sinatra explained the town's position on this. Vice Chair Frankel said she felt the historic building near it will be drowned out. There was some discussion about the design, fencing, color palate, garage and the lobby.

Mr. Kasdin suggested there be further study of the color and the detailing of the historic structure which would have to be approved by the County Historic Preservation Board.

Board Member Roller understands the seismic meters being placed on the construction site but since it is a relatively large area with many homes and it would depend on where the meters are placed to accurately reflect any impact on homes. The architect said the meters could be placed in areas next to homeowner's property and did not see this as a problem. He stated if that is what the Board has determined it is up to the contractor to follow and monitor it. Chair Lecour would like the properties across the street from the project to be included.

Commissioner Gielchinsky exited at 7:30 p.m.

Board Member Iacobacci spoke about the town becoming a wall which does not allow the wind flow to go through and thought years ago we had protection from this happening. Planner Sinatra responded and gave an overview of the corridor analysis which was done. The architect said the problem with creating breaks result in actually constructing two buildings instead of one.

Board Member Roller understands the concerns of Board Member Iacobacci and also has concerns that buildings being constructed are becoming significantly wider and does not understand how smaller lots have been sold to create larger lots and how we got there. He did like the design and idea that the proposal was designed for underground parking for its residents as parking lots have become a big issue for the town. Mr. Kasdin said they did speak to the town about integrating a municipal parking lot but the town opted to go with 91st Street.

Board Member Gutierrez asked what was being proposed on Harding and the architect said it will be green space with walkways to the building but will be fenced in as it is private property. Trash pick-up and fences was also addressed. Member Gutierrez suggested the site plan be updated as the ones they have are not very clear on some issues. He also feels the length of the building is much too long.

The number of parking spaces per unit was discussed and Planner Sinatra said they meet all requirements. Mr. Kasdin spoke about the site triangle and landscape buffer. The Board would like the historic structure façade to be more visible. The sidewalks and shade tree concept was something the city would like. Chair Lecour had suggestions regarding windows and to revisit the color pallets.

Chair Lecour shares the thought of more children and how it will affect our schools and especially our parks which are small and very crowded with children. She asked if the applicant would be willing to give an additional proffer toward our parks. Mr. Kasdin said with the proffer they have made they are agreeable to have some of it used for a park. Member Roller suggested the underground parking they propose be extended to the municipal lot and use the upper part for perhaps a green space. Town Manager Olmedillo gave an overview of previous meetings regarding the various parking lot sites that were

suggested. Chair Lecour would still like the applicant to consider an additional proffer as the amenities of the town will be used by the new residents.

In summation Chair Lecour had the following conditions: (1) to meet with neighbors and come to a reasonable compromise on their concerns; (2) the prominence of the historic façade and making it more prominent both with the paint contrast and the site triangles or curving of the fencing in front; (3) the articulation in terms of color of the entire expanse so the paint color on the stucco they would like to see more contrast; (4) move the shade trees so they actually shade the sidewalk in the noon day sun; (5) the impact on our parks and community facilities. Board Member Roller added if there was a possibility exploring more air gaps. Chair Lecour would like to add air flow to a future agenda.

Mr. Kasdin said they are willing to revise their proffer of which $70,000 is for two police cars. As to the other $30,500 they would propose to put that into either the community center and/or parks and match that same amount and increase it by another $30,500. Chair Lecour asked for the Board's thoughts. Town Manager Olmedillo explained that the town does not have impact fees and suggestions are made as to what are the town's needs and their proffer is voluntary. The Board is appreciative of the additional offer but essentially feels the proffer is low but will accept it. Chair Lecour would like to add the issue of impact fees to future agendas. Mr. Kasdin said the application should not be based on the amount of a proffer as that would not be a supportable action.

Town Planner went over the conditions for better clarification and language for the resolution including the revised proffer.

Board Member Gutierrez made a motion to present the resolution to the Planning and Zoning Board with the recommendations. The motion received a second from Vice Chair Frankel and all voted in favor with Board Member Glynn absent.

6. ADJOURNMENT.

There being no further business to come before the Design Review Board the meeting adjourned at 9:31 p.m.

Accepted this 25th day of August, 2016

Chair Lindsay Lecour

Attest:

Sandra Novoa, MMC
Town Clerk

Town of Surfside
Commission Communication

Agenda #: 4A1

Agenda Date: July 12, 2016

Subject: Sign Area Definition Change

From: Sarah Sinatra Gould, AICP, Town Planner

Background: Numerous applicants have presented signs that exclude the supporting structure from the sign area. The Planning and Zoning Board has requested supporting structures be included within the maximum allowable sign area. Therefore, the definition of sign area should be modified.

The Planning and Zoning Board has also questioned the definition of a monument sign and the ability to connect the sign to a wall or other feature so that it is not a standalone structure. The definition of a monument sign should also be amended. The proposed changes are as follows:

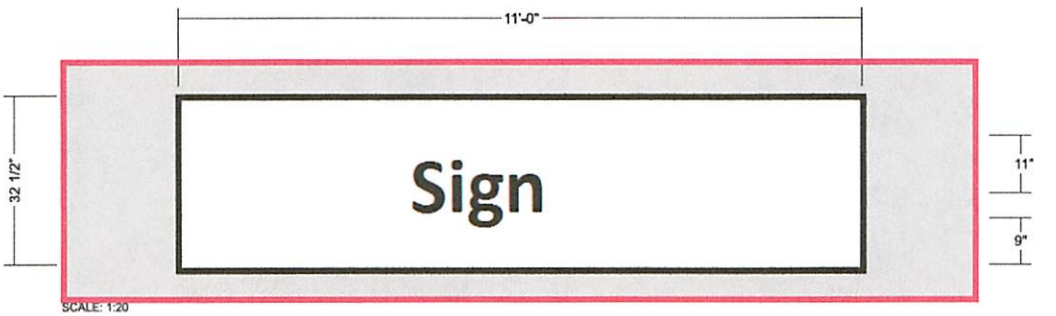
Analysis: ***Sec. 90-69. - Definitions.***

Area: The entire perimeter of a sign which encloses visually communicative copy such as letters, symbols, or logos, including the advertising surface and any framing, trim, or molding ~~but not~~ including the supporting structure.

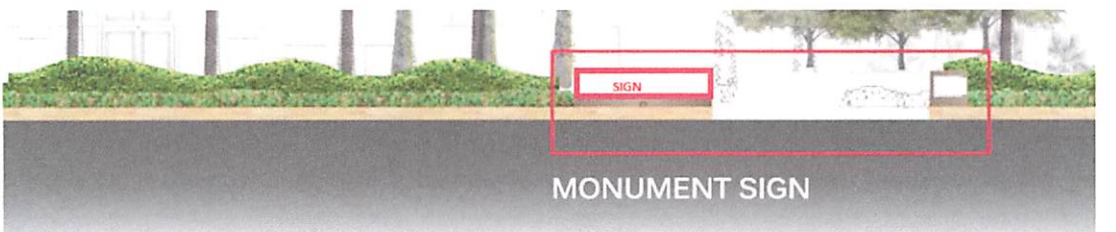
Monument sign: A free-standing sign generally having a low profile where the base of the sign structure is on the ground independent of the building, wall, entry feature or fence, but does not include a pole sign.

The following are images of what the Planning and Zoning Board wants modified. The image below represents how the code is interpreted currently.

Area definition modification explanation: The gray box is the supporting structure and the white box is the sign. Currently, the code permits the applicant to exclude the structure from the calculation of sign area. The Planning and Zoning Board would like to remove that exclusion and require an applicant to count that area as part of the overall maximum sign area square footage.



Monument sign definition modification explanation: In this scenario, the signage is part of an overall knee wall that is incorporated as an entry feature. The Planning and Zoning Board would like to clarify that monument signage shall be stand alone, independent of a building, wall, entry feature or fence.



Staff Recommendation: Staff recommends approval by the Town Commission on first reading.

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 16 – _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING"; SECTION 90-69. DEFINITIONS; AMENDING THE DEFINITION OF "AREA" OF A SIGN TO INCLUDE THE SUPPORTING STRUCTURE WITHIN THE MAXIMUM ALLOWABLE SIGN AREA; AMENDING THE DEFINITION OF "MONUMENT SIGN" TO ADD THAT THE BASE OF THE SIGN IS INDEPENDENT OF THE WALL, ENTRY FEATURE OR FENCE; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board has requested the definition of the "area" of a sign pursuant to Article VI of Chapter 90 of the Town of Surfside Zoning Code to be amended to include supporting structures within the maximum allowable sign area; and

WHEREAS, the Planning and Zoning Board has requested the definition of a "monument sign" pursuant to Article VI of Chapter 90 of the Town of Surfside Zoning Code to be amended to add that the base of the sign is independent of the wall, entry feature or fence; and

WHEREAS, the Town Commission held its first public hearing on July 12, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendments on August 25, 2016 with due public notice and input and recommended approval of the proposed amendments to the Code of Ordinances and also found the proposed Code amendments to be consistent with the Comprehensive Plan; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on September 13, 2016.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The Code of the Town of Surfside, Florida is hereby amended as follows:

***

Sec. 90-69. - Definitions.

***

Area: The entire perimeter of a sign which encloses visually communicative copy such as letters, symbols, or logos, including the advertising surface and any framing, trim, or molding ~~but not~~ including the supporting structure.

***

Monument sign: A free-standing sign generally having a low profile where the base of the sign structure is on the ground independent of the building, wall, entry feature or fence, but does not include a pole sign.

***

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

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

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

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

PASSED and **ADOPTED** on first reading this ____ day of _____, 2016.
PASSED and **ADOPTED** on second reading this ____ day of _____, 2016.

On Final Reading Moved by: _____

On Final Reading 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 LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

TOWN OF SURFSIDE
Discussion Item

Agenda Item # 4A2

Agenda Date: September 13, 2016

From: **Guillermo Olmedillo, Town Manager**

Subject: **Construction hours and notice**

Background: From time to time the Town of Surfside receives complaints by neighboring residents as to the conduct and practices of contractors building or rehabilitating buildings in the Town.

The Town of Surfside Code Section 54-79 states that noises associated with construction are not permitted on Sundays and all federal holidays and shall be prohibited between the hours of 6:00 p.m. and 8:00 a.m. Monday through Saturday. While the Code regulates noise, it does not specifically regulate the hours in which construction activities may take place. The attached construction hours ordinance establishes that construction activities which require building permits, aside from several exceptions, may only occur between the hours of 8:00 am and 6:00 pm Monday through Friday and are prohibited on Saturdays and Sundays and all federal holidays, providing for penalties and enforcement. Construction activities under this section do not include infrastructure and utilities, roadways, other public right of way construction activities, repair and maintenance activities inside dwelling units, and painting with manual tools. Construction activities may be outside hours listed above with approval of Town Manager or designee.

In addition, for projects over 10,000 square feet or $1,000,000.00, contractors are required to post notice signs to state that it is an active construction site, and to provide contact information for complaints or concerns. Registered mail notices must be mailed to properties 300 feet around the construction site stating the date of commencement and planned conclusion date.

At the August 9, 2016 Town Commission meeting, the Town Commission directed Town Administration to amend the construction hours ordinance to clarify notice procedures and allow "weekend warriors", or homeowners to perform repair and maintenance activities in their home on a Saturday and Sunday. The attached table reflects how the ordinance applies.

Recommendation: Accept the second reading of the ordinance, as drafted.

Type of Activity	Construction Hours Ordinance	Notice	Noise Ordinance
Construction activity which requires a building permit (ex. Drilling, sawing, concrete pours, concrete restoration)	Only 8:00 a.m. until 6:00 p.m. Monday through Friday, and is not allowed on Saturday, Sunday, and on federal holidays May be outside hours listed above with approval of Town Manager or designee	Written courtesy notices shall be sent by first class mail, by the building permit applicant, ten (10) days prior to construction to all property owners within a radius of 300 feet of the construction site stating the date of commencement and planned conclusion of the construction activity for: →Construction activities on projects over 10,000 square feet or valued at over $1,000,000 →Permitted construction activity outside of the hours approved by the Town Manager or designee	YES
Emergency repairs which require a building permit (ex. roof leaks, broken windows, water heaters and air conditioners)	May be outside hours listed above with after the fact approval of Town Manager or designee	NO	YES
Construction activity which does not require a building permit (ex. Fixing tiles on roof, patching walls, cosmetic repairs)	N/A	NO	YES
Construction activities on infrastructure and utilities roadways, other public right of way construction activities Repair and maintenance activities inside dwelling units Painting with manual tools	N/A	NO	YES

ORDINANCE NO. 2016 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AMENDING "CHAPTER 14 - BUILDINGS AND BUILDING REGULATIONS ARTICLE II. - BUILDING CODE"; SPECIFICALLY CREATING SECTION 14-32; "CONSTRUCTION SCHEDULE AND NOTICE"; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, residents in the Town of Surfside expect to enjoy a peaceful neighborhood without disruptions from construction; and

WHEREAS, it is in the best interest of the Town to limit construction hours, and to provide requirements for notice of construction activity to affected property owners within a radius of 300 feet of the construction site for construction projects over 10,000 square feet or valued at over $1,000,000, and for permitted construction activity outside of the hours as prescribed herein; and

WHEREAS, the Town Commission held its first public reading on June 14, 2016 and recommended approval of the proposed amendments to the Code of Ordinances having complied with the notice requirements by the Florida Statutes; and

WHEREAS, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on September 13, 2016 and further finds the proposed change to the Code necessary and in the best interest of the community; and

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; AS FOLLOWS:

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this ordinance.

Section 2. Town Code Created. Section 14-32. "Construction schedule and notice" of the Surfside Town Code of Ordinances is hereby created and shall read as follows:

Sec. 14-32. – Construction schedule and notice.

(1) The performance of construction activity which requires a building permit within the Town shall only be allowed from 8:00 a.m. until 6:00 p.m. Monday through Friday, and is not allowed on Saturday, Sunday, and on federal holidays. Construction activity under this section does not include infrastructure and utilities, roadways, other public right of way construction activities, repair and maintenance activities inside dwelling units, and painting with manual tools.

(2) *Construction activities outside regular hours:* Construction activity which requires a building permit outside of the hours as stated in this section requires Town Manager or Town Manager designee approval. Emergency repairs which require a building permit

(2) *Construction activities outside regular hours:* Construction activity which requires a building permit outside of the hours as stated in this section requires Town Manager or Town Manager designee approval. Emergency repairs which require a building permit are allowed as necessary, and must be approved after the fact by the Town Manager or designee.

(3) *Notice*: For construction activities on projects over 10,000 square feet or valued at over $1,000,000, or for permitted construction activity outside of the hours pursuant to subsection (2) of this section, written courtesy notices shall be sent by first class mail, by the building permit applicant, ten (10) days prior to construction to all property owners within a radius of 300 feet of the construction site stating the date of commencement and planned conclusion of the construction activity.

(4) Activities under this Section must comply with noise regulations as stated in Chapter 54, Division 2 Noise, Sections 54-76 to 54-79 of the Town Code.

(5) Violations of any provisions of this Section shall be enforced as provided by Section 1-8 of the Town Code.

Section 3. 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 4. 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 5. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 6. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED on first reading this __ day of _____, 2016.

PASSED AND ADOPTED on second reading this __ day of _____, 2016.

On Final Reading Moved by: _____

On Final Reading 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 LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

Town of Surfside
Commission Communication

Agenda Item: 4B1

Agenda Date: September 13, 2016

Subject: Pension Amendment Increasing Employee Contributions and Improving Benefits

Background: See attached Memo submitted by the Town Manager and Pension Plan General Counsel along with supporting Ordinance.

Guillermo Olmedillo, Town Manager

KLAUSNER KAUFMAN JENSEN LEVINSON

A PARTNERSHIP OF PROFESSIONAL ASSOCIATIONS
ATTORNEYS AT LAW

Agenda Date: September 13, 2016

Subject: Pension Amendment increasing employee contributions and improving benefits

Background: The Retirement Plan for Employees of the Town of Surfside (the "Pension Plan") is one of approximately 490 municipal defined benefit pension plans in Florida. The Pension Plan was created in 1960 and is deemed to be well funded by the Pension Plan's actuary.

General employees contribute 5% or 6% of pensionable earnings to the Pension Plan. The benefit accrual rate ("multiplier") is 2.0% per year for the grandfathered employee who contributes 5%. The multiplier is 2.5% per year for employees who contribute 6%.

Currently, benefits are capped for general employees at 60% of average final compensation. This 60% cap is among the lowest in Florida among governmental defined benefit plans.

The Board of Trustees of the Pension Plan has recommended increasing employee contributions to improve the Pension Plan. The employee contribution rate would increase to 7% for the grandfathered employee currently contributing 5% with a corresponding increase in the multiplier from 2.00% to 2.65% for future service. The employee contribution would increase to 8% for employees currently contributing 6% with a corresponding increase in the multiplier from 2.5% to 2.8% for future service. The proposed benefit cap would increase from 60% to 68% of average final compensation.

Employees were individually surveyed and approved the proposed increase in their member contribution.

In addition, for the senior management class, the Board has recommended a second tier senior management benefit for the positions of Town Manager, Town Attorney, Town Clerk, Building and Zoning Director, Code Compliance Director, Finance Director, Human Resources Director, Parks and Recreation Director, Public Works Director, Tourism, Economic Development and Community Services Director. The senior management multiplier would increase from 2.5% to 3.0% for future service with an 80% cap.

Two Charter Officers, the Town Manager and Town Attorney, are permitted to opt out of the Plan. Participation is mandatory for all other full time employees. The Board has proposed to

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www.robertdklausner.com

lower the Pension Plan's ten year vesting requirement to seven year vesting for the Town Attorney. Currently, seven year vesting only applies to the Town Manager, but not the Town Attorney (even though both are Charter Officers).

The amendment would apply effective October 1, 2016, consistent with the Pension Plan's fiscal year.

Analysis: Staff agrees with the proposed ordinance which will be useful to improve recruitment and retention of Town employees. The ordinance has been studied by staff, the Pension Plan's actuary, and recommended by the members of the Pension Board.

Budget Impact: The required actuarial impact statement from the Pension Plan's actuary is attached. The proposed amendment would increase the Town's new annual contribution by $905 per year for thirty years. The results of the attached actuarial study are copied below:

	Incremental Cost in Net Town Annual Required Contribution	**Incremental Cost in Employee Annual Contribution**
Proposed Amendment for General Employees	($4,828) (0.2%) of payroll	$43,050 1.4% of payroll
Proposed Amendment for Senior Management Employees	$4,483 0.1% of payroll	$19,376 0.6% of payroll
Proposed Amendment for Town Attorney	$1,250 0% of payroll	$0 0% of payroll
Combined Effect	$905 0% of payroll	$62,426 2% of payroll

Staff Impact: All general employees would be required to increase their employee contributions by 2% in exchange for the improved benefit structure. Employee contributions are deducted biweekly on a tax deferred basis.

Recommendation: The Pension Board recommends the ordinance amendment be approved, which requires two readings of the ordinance. Copies of the ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement are generally required to be filed with the Division of Retirement in Tallahassee prior to second reading of the ordinance.

Town Manager

Robert D. Klausner, Esq.
General Counsel
Retirement Plan for
Employees of the Town of
Surfside

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 2-171 OF THE TOWN CODE TO CREATE A DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-176(a)(4) OF THE TOWN CODE TO PROVIDE FOR SEVEN YEAR VESTING FOR THE TOWN ATTORNEY; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR GENERAL EMPLOYEES AND INCREASING THE BENEFIT CAP FROM 60% TO 68% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-176(c)(1) OF THE TOWN CODE TO INCREASE THE BENEFIT ACCRUAL RATE FOR SENIOR MANAGEMENT EMPLOYEES AND INCREASING THE BENEFT CAP FROM 60% TO 80% OF FINAL AVERAGE COMPENSATION; AMENDING SECTION 2-180(a) OF THE TOWN CODE TO INCREASE IN THE GENERAL EMPLOYEE AND SENIOR MANAGEMENT EMPLOYEE PICK-UP PENSION CONTRIBUTION BY 2%; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR 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 Board of Trustees of the Retirement Plan has recommended increasing the employee contribution to purchase a higher pension benefit; and

WHEREAS, general employees currently contribute either 5% or 6% of pensionable earnings; and

WHEREAS the actuary for the Board of Trustees has determined that increasing the general employee member contribution from 6% to 8% would provide a 2.8% multiplier. For the employee contributing at the 5% rate, increasing the employee member contribution to 7% would provide a 2.65% multiplier; and

WHEREAS, the Retirement Plan does not currently contain a higher tier benefit for Senior Management Employees; and

WHEREAS, the Board of Trustees has recommended increasing the multiplier and benefit cap for Senior Management Employee; and

WHEREAS, the actuary for the Board of Trustees has determined the financial effect of increasing the Senior Management Employee contribution from 6% to 8% and the multiplier from 2.5% to 3%; and

WHEREAS, the current Town Code provides for the Town Manager to be deemed fully vested at the attainment of age 64 and the completion of 7 years of creditable service; and

WHEREAS, the Retirement Plan does not currently contain a similar benefit for the Town Attorney; and

WHEREAS, the Board of Trustees has recommended providing the Town Attorney to be deemed fully vested at the attainment of age 64 and the completion of 7 years of credited service; and

WHEREAS, the Town Commission held its first public hearing on September 13, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on October 13, 2016; and

WHEREAS, the Town Commission finds the proposed amendments to the Code in the best interest of the Town.

NOW THEREFORE, IT IS HEREBY ORDAINED BY THE TOWN COMMISSION OF SURFSIDE TOWN, FLORIDA; AS FOLLOWS:

Section 1. Recitals. That the above stated recitals are hereby adopted and confirmed.

Section 2. Town Code Amended. SECTION 2-171, Definitions, is hereby amended and to be read as follows:

Sec. 2-171. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

***

Senior Management Employee: For purposes of the new Senior Management Tier benefit, Senior Management Employee means the Town Manager, Town Attorney, Town Clerk, Building and Zoning Department Director, Code Compliance Director, Finance Director, Human

Resources Director, Parks and Recreation Director, Public Works Director, Tourism, Economic Development and Community Services Director.

Section 3. SECTION 2-176, 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, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

***

(4) 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.

(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 12/3 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 12/3 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 percent (68%) of monthly average final compensation.

For members who are Senior Management employees, effective October 1, 2016:

(i) the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to three percent **(3%)** of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(ii) in no event shall the total annuity as computed above for any Senior Management employee exceed **eighty percent (80%)** of monthly average final compensation.

Section 4. SECTION 2-180, Contributions by Members, is hereby amended and to be read as follows:

(a) ~~For members who are not police officers, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one-time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. 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. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one-time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one-time irrevocable option of raising his contribution rate from five percent to six percent. For each member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution~~

~~rate shall be six percent of earnable compensation on and after February 1, 2003. Each employee who becomes a member on or after February 1, 2003 shall contribute six percent of earnable compensation. Such contribution by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of 60 percent of average final compensation.~~ For members who are not police officers or Senior Management Employees, effective October 1, 2016:

(i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation;

(ii) The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation;

(iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

For members who are Senior Management Employees, effective October 1, 2016:

(i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;

(ii) Employee contributions by any Senior Management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.

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 and **ADOPTED** on second reading this ____ day of _____, 2016.

On Final Reading Moved by: _____

On Final Reading 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 LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Robert D. Klausner, Esq.
General Counsel
The Retirement Plan for Employees of the Town of Surfside

Town of Surfside
Commission Communication

Agenda #:	4B2
Agenda Date:	**September 13, 2016**
Subject:	**Architecturally Significant Buildings on H120 Zoned Lots**
From:	**Commissioner Daniel Gielchinsky**

Background: A building owner / potential developer has approached the Commission with its ideas about how to balance the need for renovations and expansions to older buildings in the H-120 zone (east side of Collins Avenue). The owner's goals appear to be to preserve the buildings in order to retain the Town's character while allowing expansion to occur in a manner that would not require the building to comply with existing building codes that would have the building adopt a "wedding cake" style as additional floors are added to the existing structure. I have expressed my concern that older structures are at significant risk from sea level rise and storm surge because they were developed with ground floor elevations that are often significantly below the current requirements.

Some of the older structures in the H-120 zone have architectural value but may not meet the requirements to be qualified as "historic" under the Miami-Dade County Code. Accordingly, this proposed ordinance would create a classicization of an "architecturally significant" building in the H-120 zone. The three architectural styles that are present in the Town are Mediterranean Revival, Streamline Modern, and Miami Modern. In order to qualify as architecturally significant under the terms of the proposed ordinance, a building would need to have been constructed prior to 1970 and incorporate at least three of the typical characteristics of its architectural style.

The proposed architectural significance program is not intended to supplant the County's existing historic preservation program, but to exist as an alternative for buildings that have value as being emblematic of the Town's architectural development. This concept is similar to that employed by the City of Miami Beach

to encourage the preservation of older properties outside of the City's historic districts.

Determination of Architectural Significance. The process would be initiated by the owner of an H-120 zoned lot who seeks to renovate and/or expand an existing building. The property owner would prepare an analysis of the architectural value of the building prepared by a license architect to be filed as part of an application seeking designation, at the property owner's sole cost and expense. The analysis, as well as any other information deemed necessary, would be reviewed by Town staff as well as a third party consultant retained by the Town at the property owner's sole expense. Because the designation process will be undertaken voluntarily by a property owner, the Town would not be responsible for any of the costs associated with the program.

If the Design Review Board determines that a building meets the requirements for designation, the property owner will be able to process a site plan approval application using the existing building's setbacks for any expansions or extensions. Renovations and new additions would not be subject to the standard H-120 setback requirements, i.e. the "wedding cake" effect of adding floors to an existing building. The expanded portion of the structure would be required to stay within the existing building envelope, and could not be constructed past the existing setbacks.

Proposed Standards for Architectural Significance. The attached ordinance will require a property owner to demonstrate that the building meets four criteria:

1. The building must be deemed to be a representative example of its architectural style. In order to qualify as a representative example, a building must incorporate at least three of the typical characteristics of its architectural style to be deemed to be architecturally significant.

2. The building must have not been altered in a manner in that substantially impacts the original building design or obscures significant architectural elements that are emblematic of its architectural style in a manner that cannot be reversed without unreasonable expense.

3. Significant exterior architectural characteristics, features, or details of the building remain intact.

4. The building embodies the scale, character and massing of the built context of its immediate area.

Application of Architectural Significance. Following the determination by the Design Review Board approving a property owner's request for a determination of architectural significance, any expansions to the existing building would be eligible

to rely on the existing building's setbacks rather than the setbacks that would other apply in the H-120 district.

While the ordinance would provide setback relief for construction in the H-120 zone, the ordinance would also place significant limits on new development. First, any redevelopment would need to remain consistent and compatible with the existing building, maintaining the architectural significance of the building. The attached ordinance would add three additional criteria to be applied by the Town in any application for a revision to, expansion of, or addition to, an architecturally significant building:

1. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant.

2. The proposed alteration or addition is designed in a manner that is compatible with the existing building.

3. The proposed alteration or addition is compatible with the as-built scale and character of the surrounding neighborhood.

Assuming the proposed expansion meets these additional criteria, would also require both the existing building and the new development to comply with the Town's minimum finished floor elevation requirements for all portions of the building.

The building owner believes that the attached proposed ordinance therefore: (1) incentivizes the preservation of existing buildings that have architectural significance by allowing reasonable and compatible expansions to existing buildings in the H-120 zone; and (2) helps encourage investment that protects existing buildings against the impact of sea level rise and storm surge.

ORDINANCE NO. 16-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 "ZONING", AND SPECIFICALLY AMENDING SECTION 90-2 "DEFINITIONS" AND 90-33 "ALTERATION OR ENLARGEMENT OF NONCONFORMING STRUCTURES" TO PERMIT ALTERNATIVES FOR THE REDEVELOPMENT OF EXISTING ARCHITECTURALLY SIGNIFICANT BUILDINGS IN THE H120 ZONING DISTRICT; PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") proposes to amend its Code of Ordinances to address expansions to existing nonconforming architecturally significant structures in the H120 zoning district; and

WHEREAS, the current regulations discourage the renovation and expansion of existing buildings on H120 lots, which may lead to the deterioration of structures; and

WHEREAS, the Town desires to incentivize the preservation, renovation and enhancement of architecturally significant buildings on H120 zoned lots by amending the provisions governing nonconforming structures; and

WHEREAS, the Town proposes to provide an alternative development option for owners of buildings deemed architecturally significant; and

WHEREAS, the Town Commission held its first public hearing on September 13, 2016 having complied with the notice requirements required by Florida Statutes; and

WHEREAS, the Planning and Zoning Board, as the local planning agency for the Town, held its hearing on the proposed amendment on September 29, 2016 with due public notice and input; and

WHEREAS, the Town Commission conducted a second duly noticed public hearing on these regulations as required by law on October 13, 2016; and

WHEREAS, the Town Commission hereby finds and declares that adoption of this Ordinance is in the best interest of the Town.

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

Section 1. Recitals. The foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance.

Section 2. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-2. - Definitions.

* * *

Architecturally Significant Building: A building constructed prior to 1970 that has been determined by the Town, at the request of a property owner, to possess characteristics of a specific architectural style constructed in the Town pursuant to Section 90-33(3) of the Town Code. The exterior of the structure must be recognizable as an example of its style and/or period, and its architectural design integrity must not have been modified in a manner that cannot be reversed without unreasonable expense. The three recognized significant architectural styles in the Town are Mediterranean Revival, Streamline Modern, and Miami Modern.

* * *

Section 3. Code Amendment. The code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-33. - Alterations or enlargement of nonconforming structures.

Except as provided in this section a nonconforming structure shall not be enlarged in any manner or undergo any structural alteration unless to make it a conforming structure. Such alteration or enlargement may be permitted provide that:

(1) Enlargement or alteration itself conforms to the requirement of these regulations;

(2) Building non-conformity only as to height area or floor area requirements may be altered or extended; enlarged so long as it does not increase the degree of non-conformity for the applicable district.

(3) Alterations or additions to architecturally significant buildings on H120 zoned lots that are nonconforming as to setbacks may follow existing building lines as long as the alteration or addition maintains the architectural integrity of the existing building. The lesser of the current code-required setback or the existing building line shall be deemed to be the required setback line. Any redevelopment project undertaken under this subsection must comply with the Town's minimum finished floor elevation requirements for all portions of the building.

(a) Determinations of Architectural Significance. Determinations of architectural significance will be made as follows:

(1) All requests for a determination of architectural significance must be made by a property owner in writing on the forms promulgated by the Town. As part of the determination application, a property owner will submit an analysis of the architectural qualities of the existing structure prepared by a licensed architect, at the property owner's expense, demonstrating why the building is consistent with the Code's definition of an architecturally significant building. This analysis shall be accompanied with other materials deemed necessary by the Town Manager or designee to accommodate the review, including, but not limited to, all available data and documentation regarding the building, site, or features.

(2) The Town Manager or designee will review the analysis prepared by the property owner and issue a recommendation as to whether the building meets the Town's standards of architectural significance. The property owner shall be responsible for the Town's costs associated with this review, including the fees charged by any necessary consultants.

(3) Determinations of architectural significance will be made by the Design Review Board, after public hearing, based on the following requirements.

(a) The building must be deemed to be a representative example of its architectural style. In order to qualify as a representative example, a building must incorporate at least three of the typical characteristics of its architectural style to be deemed to be architecturally significant. Elements of the relevant styles are as follows:

i. Miami Modern.

(A) Use of readily available materials such as concrete block, exposed concrete, aluminum, stucco, stone and aggregate materials.

(B) Use of asymmetry, acute angles, boomerang shapes, cutouts, pylons, arches, geometric shapes, repetitive motifs or hyperparaboloids.

(C) Use of plate-glass, ribbon, clerestory and canted windows.

(D) The mixture of two or more textured surfaces.

(E) Use of brise-soleils and architectural screen block.

(F) Overhanging roof plates and projecting floor slabs.

(G) Exemplifies a regional style of architecture constructed in the post-war period.

ii. Streamline Modern.

(A) Building forms that evoke automobiles, trains, ocean liners, and airplanes.

(B) Massing that reflects abstract, simplified forms with rounded corners devoid of much applied decoration.

(C) Horizontal compositions, bands of windows, racing stripes, and flat roofs.

(D) Use of vitrolite, glass block, chrome, stainless steel, and terrazzo.

(E) "Eyebrow" ledges over the windows, front porches,

(F) Use of nautical motifs like porthole windows, and bas-relief panels depicting tropical scenes.

iii. Mediterranean Revival.

(A) Use of bell towers, awnings, porches, balconies, carved stonework.

(B) Style reflects the architectural influences of the Mediterranean coast: Italian, Byzantine, French, and Moorish themes from southern Spain.

(C) Application of Spanish baroque decoration to openings, balconies, and cornices.

(D) Use of arches, parapets, twisted columns, pediments, and other classical details.

(E) Use of stucco walls, red tile roofs, wrought iron grilles and railings, wood brackets and balconies.

(F) Use of casement windows.

(b) The building must have not been altered in a manner in that substantially impacts the original building design or obscures the significant architectural elements in a manner that cannot be reversed without unreasonable expense.

(c) Significant exterior architectural characteristics, features, or details of the building remain intact.

(d) The building embodies the scale, character and massing of the built context of its immediate area.

(b) Alterations to Architecturally Significant Buildings. Any alteration proposed for a building on H120 zoned lots determined by the Design Review Board to be architecturally significant will be reviewed by the Town Manager or his designee and the Design Review Board to determine whether:

i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant;

ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building; and

iii. The proposed alteration or addition is compatible with the as-built scale and character of the surrounding neighborhood.

(c) Site Plan review for Architecturally Significant Buildings. Any addition requiring a site plan that is proposed for a building determined by the Design Review Board to

be architecturally significant will be reviewed by the Town Manager or designee, the Design Review Board, the Planning and Zoning Board, and the Town Commission to determine whether:

i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant;

ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building; and

iii. The proposed alteration or addition is compatible with the as-built scale and character of the surrounding neighborhood.

Section 4. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

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

Section 6. Conflicts. Any and all Ordinances and Resolutions or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 7. Effective Date. This ordinance shall become effective upon adoption.

PASSED AND ADOPTED on first reading this __ day of _____, 2016.

PASSED AND ADOPTED on second reading this __ day of _____, 2016.

On Final Reading Moved by: _____

On Final Reading 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 LEGALITY FOR THE USE AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

Commission Communication

Agenda #: 5A

Date: September 13, 2016

Subject: Employee Health Benefits Contract Renewal for FY2016-2017

Objective: To provide all eligible employees with Health Insurance coverage(s) and other benefits for FY 2016-2017.

Background: The contract with UnitedHealthcare will expire on September 30, 2016. The Town has had coverage with UnitedHealthcare since October 1, 2010 and said coverage will continue to September 30, 2017.

Health insurance premium rates continue to rise each year as the cost of medical treatment increases. The Town's Insurance broker negotiated a rate increase of 8 % from our current carrier, UnitedHealthcare.

Adams Benefit our insurance agent of record for employee health, disability, life, dental and all other related benefit programs was directed by staff to renegotiate the existing plan or find an acceptable alternative plan from another carrier with the goal of keeping the cost increase to the lowest level possible while minimizing the impact on our employee coverages.

Adams Benefit provided several proposals to staff including Aetna, Av-Med, Cigna, and Humana. All proposals were analyzed and it was determined that continuing with UnitedHealthcare (for health and vision) and providing employees with the option to select either a traditional plan or a high deductible health plan (HDHP) plan was the most favorable option.

SUPPLEMENTAL BENEFIT PLANS:

Staff is recommending that we remain with Mutual of Omaha for Life / Accidental Death insurance, Short-Term and Long-Term Disability. The rates for Life / Accidental Death Insurance and Short Term and Long Term disability did not change from the FY 15/16 rates.

The Town will continue its coverage with Mutual of Omaha for the tenth year.

The dental coverage will continue with Guardian for the second year. The rates did not change from the FY 15/16 rates.

Analysis:

SUMMARY BENEFIT RECAP:

1. Health Insurance Coverage: The employee share per pay period for employee only coverage will be $0 if the HDHP coverage is selected. The employee share per pay period for employee only coverage for the traditional plan will be $30.65.

   The employee share per pay period for employee and family coverage (HDHP) will be $152.65. The employee share per pay period for employee and family coverage (traditional) will be $241.86.

   The recommended High Deductible Health Plan (HDHP) includes the following: A card will be issued to employees who select this option. The Town will fund $1,500 for employee only and $3,000 for family or dependent coverage to assist with the calendar year deductible of the plan. This would equate to a total cost of $147,000. Any funds not utilized will remain in the Town's account for future use.

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

2. Dental Insurance Coverage: The dental HMO and PPO plan will continue to be offered through Guardian. The employee share per pay period for dental HMO employee only coverage will be $0. The employee share per pay period for employee only PPO coverage will remain at $7.74, the same as FY 15/16.

   The employee share per pay period for employee and family dental HMO coverage will remain at $12.49, the same as FY 15/16. The employee share

per pay period for employee and family dental PPO coverage will remain at $62.61, the same as FY 15/16.

3. The Life insurance Coverage: The Town will continue to provide Life and Disability coverage to all full time employees. The renewal for the Life / Accidental Death will incur a $0.01 increase from $0.21 to $0.22 per $1,000 of coverage for all active employees. This is due to the Town requesting to change the benefit reduction of 65% at age 65 to 50% at age 70.

   In addition, the Town requested to adjust the retiree life insurance coverage to allow retirees to purchase a higher benefit. Retirees were offered the choice of electing to be grandfathered in and receive a life benefit of $2,500 for a monthly fee of $0.21 per thousand or elect a $15,000 benefit for $1.25 per thousand.

4. The Employee Assistance Program: The Town will continue to provide an Employee Assistance Program (EAP) fully integrated with Mutual of Omaha to help employees experiencing personal problems in a confidential matter.

5. The Flexible Spending Account: The Flexible Spending Accounts benefit services and the Health Reimbursement Accounts will continue to be managed by Mangrove.

   The Flexible Spending Accounts provide tax benefits to employees electing this service.

Budget Impact: The contract cost for health care (**Town plus employee contribution)** is estimated at $1,071,342 for FY 16/17. The Town's portion is estimated to be approximately $903,278 which includes $147,000 for a Health Reimbursement Account (HRA) to cover employee deductions and copayments.

A $67,316.43 savings to the Town from employees not utilizing all their respective funds in their accounts for FY 14/15 will be rolled forward to cover the increased cost of health insurance for FY 16/17. FY 16/17 budget allocated $913,810 for the Town's contribution portion of the employees' health care cost.

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

Recommendation: It is recommended that the Town Commission adopt the attached resolution approving the group health and vision with UnitedHealthcare, dental coverage with Guardian and term life insurance, accidental death, short term disability and long term disability with Mutual of Omaha. The Benefit Summary for each carrier is included in the package, see Attachment A to the Resolution.

Yamileth Slate-McCloud
Human Resources Director

Guillermo Olmedillo
Town Manager

Donald Nelson
Finance Director

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, APPROVING GROUP HEALTH AND VISION COVERAGE WITH UNITEDHEALTHCARE, DENTAL COVERAGE WITH GUARDIAN AND TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILITY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Adams Benefit is the Town of Surfside ("Town") insurance broker of record and has analyzed the best proposals from competitive health care and other benefit providers for the Town employees; and

WHEREAS, based on the analysis provided by Adams Benefit, the Town has determined that renewing group health and vision coverage with UnitedHealthcare, dental coverage with Guardian and term life insurance, accidental death, short term disability, and long term disability with Mutual of Omaha for qualified Town employees for Fiscal Year 2016/2017 is in the best interest of the Town (See Attachment "A").

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

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

Section 2. Approval and Authorization. The Town Commission hereby approves and authorizes the Town Manager and/or designee to enter into an agreement for group health and vision coverage with UnitedHealthcare, dental coverage with Guardian and term life insurance, accidental death, short term disability, and long term disability with Mutual of Omaha for qualified Town employees for Fiscal Year 2016/2017 (See Attachment "A").

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of September 2016.

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 FOR THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

ATTACHMENT A

Town of Surfside

Benefit & Premium Illustration - United Health Care

	United Health Care		United Health Care			
	Current - 0H9	Renewal - AHNT Rx 121	Current - 5Q3		Renewal, AHM8, Rx 121	
	In-Network	In-Network	In-Network	Out-Network	In-Network	Out-Network
Calendar Year Deductible (CYD)	$1,000 Ind. $2,000 Family	$1,000 Ind. $2,000 Family	$2,000 Ind. $4,000 Family	$5,000 Ind. $10,000 Family	***$1,500 Ind.*** ***$3,000 Family***	$5,000 Ind. $10,000 Family
Co-Insurance	100%	100%	90%	50%	90%	50%
Physicians Office	$20 co-pay	$20 co-pay	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Specialist Office	$40 co-pay	$40 co-pay	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Inpatient Hospital	0% after deductible	0% after deductible	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Out-Patient Surgery	0% after deductible	0% after deductible	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Out-Patient Major Diagnostic *(e.g., MRI, MRA, PET, CT)*	0% after deductible	0% after deductible	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Emergency Room	$350 co-pay	$350 co-pay	10% after deductible	10% after deductible	10% after deductible	10% after deductible
Urgent Care Center	$100 co-pay	$100 co-pay	10% after deductible	50% after deductible	10% after deductible	50% after deductible
Prescription Drugs	$10/$35/$60/$100	$10/$35/$60/$100	CYD; $10/$35/$60/$100		CYD; $10/$35/$60/$100	
Out of Pocket	$3,000 Ind. $6,000 Family	$3,000 Ind. $6,000 Family	$4,000 Ind. $8,000 Family	$10,000 Ind. $20,000 Family	***$4,000 Ind.*** ***$6,000 Family***	$10,000 Ind. $20,000 Family
Provider Search	www.myuhc.com		www.myuhc.com			

		Current	Renewal
Employee	11	$ 550.75	$ 603.74
Employee + Spouse	5	$ 1,178.61	$ 1,292.01
Employee + Child(ren)	2	$ 1,123.52	$ 1,231.62
Employee + Family	7	$ 1,685.29	$ 1,847.44
	25	$ 25,995.37	$ 28,496.51

		Current	Renewal
	28	$ 416.65	$ 445.82
	13	$ 891.64	$ 954.06
	5	$ 849.96	$ 909.47
	14	$ 1,274.95	$ 1,364.21
	60	$ 45,356.62	$ 48,532.03

		Current	Renewal
Total Monthly	85	$ 71,351.99	$ 77,028.54

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern.

Adams BENEFIT

Town of Surfside

Ancillary Coverage

DENTAL	Guardian DHMO	
Calendar Year Deductible		
Co-Insurance Type 1 - Preventative Type 2 - Basic Type 3 - Major Type 4 - Orthodontia	Scheduled Co-Pays	
	Current	**Renewal**
Employee	$ 14.14	$ 14.14
Employee + Spouse	$ 28.30	$ 28.30
Employee + Child(ren)	$ 36.75	$ 36.75
Employee + Family	$ 52.06	$ 52.06

DENTAL	Guardian PPO	
	In-Network	**Out-Network**
Calendar Year Deductible	$50 Ind. $150 Family	$50 Ind. $150 Family
Co-Insurance Type 1 - Preventative Type 2 - Basic Type 3 - Major Type 4 - Orthodontia	 100% 90% 60% 50%	 100% 80% 50% 50%
Calendar Year Maximum	$2,000 + Max Rollover	
Lifetime Maximum Ortho	$1,500	
Out of Network Reimbursement	UCR	
Waiting Period	None for timely applicants	
	Current	**Renewal**
Employee	$ 41.78	$ 41.78
Employee + Spouse	$ 92.75	$ 92.75
Employee + Child(ren)	$ 114.45	$ 114.45
Employee + Family	$ 160.66	$ 160.66

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Final premium rates may change from those quoted based upon actual enrollment as of the effective date.

Adams BENEFIT

Town of Surfside

Ancillary Coverage

Basic Life & AD&D	Mutual of Omaha		
	Current	Renewal	Alternate
All Active			
Life per $1,000	$0.21	$0.21	$0.22
AD&D per $1,000	$0.03	$0.03	$0.03
	Benefits will reduce to: *65% at age 65* *50% at age 70*		*Benefits will reduce to:* *50% at age 70*
Retirees			
Life per $1,000	$1.25	$1.25	
Grandfathered Retirees			
Life per $1,000	$0.21	$0.21	

Voluntary Life	Mutual of Omaha	
	Current	Renewal
Life per $1,000	$0.39	$0.39
AD&D per $1,000	$0.03	$0.03

Short Term Disability	Mutual of Omaha	
	Current	Renewal
STD per $10 of weekly benefit	$0.30	$0.30

Long Term Disability	Mutual of Omaha	
	Current	Renewal
LTD per $100 of covered monthly payroll	$0.38	$0.38

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Adams BENEFIT

Town of Surfside

Ancillary Coverage

Vision	United Health Care	
Co-Pays		
Exam	$10	
Materials	$25	
Frame Allowance	$130 retail frame allowance; 30% discount on amount over	
Frequency		
Exam	12 Months	
Lenses	12 Months	
Frames	24 Months	
	Current	Renewal
Employee	$ 7.23	$ 7.23
Employee + Spouse	$ 13.34	$ 13.34
Employee + Child(ren)	$ 13.97	$ 13.97
Employee + Family	$ 20.92	$ 20.92

This is a brief summary of the benefits and rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations.
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Adams BENEFIT

UnitedHealthcare®

Benefit Summary

Florida - Choice Plus
HSA - Plan AHM8

What is a benefit summary?

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

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

Get network freedom and an HSA.

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

> **There's coverage if you need to go out of the network.** Out-of-network means that a provider does not have a contract with us. Choose what's best for you. Just remember out-of-network providers will likely charge you more.

> **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.

> **Preventive care is covered 100% in our network.**

> **You can open a health savings account (HSA).** An HSA is a personal bank account to help you save and pay for your health care, and help you save on taxes.

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

Are you a member?

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

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

Benefits At-A-Glance

What you may pay for network care

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

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

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents are correct. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

UnitedHealthcare Insurance Company

Your Costs

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

	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Deductible - Combined Medical and Pharmacy		
What is a deductible?		
The deductible is the amount you have to pay for covered health care services (common medical event) before your health plan begins to pay. The deductible may not apply to all services. You may have more than one type of deductible.		
> No one in the family is eligible for benefits until the family coverage deductible is met.		
Medical Deductible - Single Coverage	$1,500 per year	$5,000 per year
Medical Deductible - Family Coverage	$3,000 per year	$10,000 per year
Out-of-Pocket Limit - Combined Medical and Pharmacy		
What is an out-of-pocket limit?		
The most you pay during a policy year before your health plan begins to pay 100%. Once you reach the out-of-pocket limit, your health plan will pay for all covered services. This will not include any amounts over the amount we allow when you see an out-of-network provider.		
> Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.		
> If more than one person in a family is covered under the Policy, the single coverage out-of-pocket limit does not apply.		
Out-of-Pocket Limit - Single Coverage	$4,000 per year	$10,000 per year
Out-of-Pocket Limit - Family Coverage	$6,000 per year	$20,000 per year

What is co-insurance?

Co-insurance is your share of the costs of a covered health care service, calculated as a percent (for example, 20%) of the allowed amount for the service. You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

What is a co-payment?

A co-payment (co-pay) is a fixed amount (for example, $15) you pay for a covered health care service, usually when you receive the service. You will pay a co-pay or the allowed amount, whichever is less. The amount can vary by the type of covered health care service. Please see the specific common medical event to see if a co-pay applies and how much you have to pay.

What is Prior Authorization?

Prior Authorization is getting approval before you can get access to medicine or services. Services that require prior authorization are noted in the list of Common Medical Events. To get approval, call the member phone number on your health plan ID card.

Want more information?

Find additional definitions in the glossary at justplainclear.com.

Your Costs

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

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Ambulance Services - Emergency and Non-Emergency		
Transportation cost of a newborn to the nearest appropriate facility for treatment are covered.	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
	Prior Authorization is required for Non-Emergency Ambulance.	Prior Authorization is required for Non-Emergency Ambulance.
Autism Spectrum Disorder		
Note: The visit limits specified under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment in this Benefit Summary do not apply to Autism Spectrum Disorder.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Bones or Joints of the Jaw and Facial Region		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Cleft Lip/Cleft Palate Treatment		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Clinical Trials		
	The amount you pay is based on where the covered health service is provided.	
	Prior Authorization is required.	Prior Authorization is required.
Congenital Heart Disease (CHD) Surgeries		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required.
Dental Services - Accident Only		
	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
	Prior Authorization is required.	Prior Authorization is required.

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Dental Services - Anesthesia and Hospitalization		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Diabetes Services		
Diabetes Self Management and Training/Diabetic Eye Examinations/ Foot Care:	The amount you pay is based on where the covered health service is provided.	
Diabetes Self Management Items:	The amount you pay is based on where the covered health service is provided under Durable Medical Equipment or in the Prescription Drug Rider.	
		Prior Authorization is required for Durable Medical Equipment that costs more than $1,000.
Durable Medical Equipment		
Limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every 3 years. This limit does not apply to wound vacuums.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required for Durable Medical Equipment that costs more than $1,000.
Emergency Health Services - Outpatient		
	10% co-insurance, after the medical deductible has been met.	10% co-insurance, after the network medical deductible has been met.
		Notification is required if confined in an Out-of-Network Hospital.
Enteral Formulas		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
	Prior Authorization is required for certain services.	Prior Authorization is required for certain services.
Hearing Aids		
Limited to $2,500 every year and a single purchase (including repair and replacement) per hearing impaired ear every 3 years.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Home Health Care		
Limited to 60 visits per year.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
		Prior Authorization is required.

Your Costs

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Hospice Care		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for Inpatient Stay.
Hospital - Inpatient Stay		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required.
Lab, X-Ray and Diagnostics - Outpatient		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for sleep studies.
Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required.
Mental Health Services		
Inpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Outpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Partial Hospitalization/Intensive Outpatient Treatment:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Neurobiological Disorders – Autism Spectrum Disorder Services		
Inpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Outpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Partial Hospitalization/Intensive Outpatient Treatment:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Osteoporosis Treatment		
	10% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Ostomy Supplies		
Limited to $2,500 per year.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Pharmaceutical Products - Outpatient		
This includes medications given at a doctor's office, or in a Covered Person's home.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Physician Fees for Surgical and Medical Services		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Physician's Office Services - Sickness and Injury		
Primary Physician Office Visit	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Specialist Physician Office Visit	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for Breast Cancer Genetic Test Counseling (BRCA) for women at higher risk for breast cancer.
Pregnancy - Maternity Services		
	The amount you pay is based on where the covered health service is provided.	Prior Authorization is required if the stay in the hospital is longer than 48 hours following a normal vaginal delivery or 96 hours following a cesarean section delivery.
Prescription Drug Benefits		
Prescription drug benefits are shown in the Prescription Drug benefit summary.		

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Preventive Care Services		
Physician Office Services, Scopic Procedures, Lab, X-Ray or other preventive tests.	You pay nothing. A deductible does not apply.	50% co-insurance, after the medical deductible has been met.
Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a co-pay, co-insurance or deductible.		
Prosthetic Devices		
Limited to a single purchase of each type of prosthetic device every 3 years.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for Prosthetic Devices that costs more than $1,000.
Reconstructive Procedures		
	The amount you pay is based on where the covered health service is provided.	Prior Authorization is required.
Rehabilitation and Habilitative Services - Outpatient Therapy and Manipulative Treatment		
Limited to: 20 visits of physical therapy. 20 visits of occupational therapy. 20 visits of speech therapy. 20 visits of pulmonary rehabilitation. 36 visits of cardiac rehabilitation. 30 visits of post-cochlear implant aural therapy. 20 visits of cognitive rehabilitation therapy. 20 visits of manipulative treatments.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Scopic Procedures - Outpatient Diagnostic and Therapeutic		
Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services		
Limited to 60 days per year.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required.

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Substance Use Disorder Services		
Inpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Outpatient:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.
Partial Hospitalization/Intensive Outpatient Treatment:	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Surgery - Outpatient		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Therapeutic Treatments - Outpatient		
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met. Prior Authorization is required for certain services.
Transplantation Services		
Network Benefits must be received at a designated facility.	The amount you pay is based on where the covered health service is provided. Prior Authorization is required.	Prior Authorization is required.
Urgent Care Center Services		
	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.

Your Costs

Common Medical Event	Your cost if you use Network Benefits	Your cost if you use Out-of-Network Benefits
Virtual Visits		
Network Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. Find a Designated Virtual Visit Network Provider Group at myuhc.com or by calling Customer Care at the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.	10% co-insurance, after the medical deductible has been met.	50% co-insurance, after the medical deductible has been met.

Services your plan does not cover (Exclusions)

It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

Alternative Treatments

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

Dental

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

Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophogeal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.

Experimental, Investigational or Unproven Services

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

Foot Care

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

Medical Supplies

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

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

Mental Health

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for R & T code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep-wake disorders, feeding disorders, binge eating disorders, sexual dysfunction, communication disorders, motor disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Motor disorders and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Intellectual disabilities as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Mental Health Services as a treatment for other conditions that may be a focus of clinical attention as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Neurobiological Disorders – Autism Spectrum Disorder

Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Intellectual disability as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor disorders and communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Intensive behavioral therapies such as applied behavioral analysis for Autism Spectrum Disorder. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high

dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

Personal Care, Comfort or Convenience

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

Physical Appearance

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

Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. This exclusion does not apply to Benefits described under Additional Benefits Required by Florida Law - Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Additional Benefits Required by Florida Law - Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

Services your plan does not cover (Exclusions)

Providers

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

Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

Services Provided under Another Plan

Health services for which other coverage is paid under arrangements required by federal, state or local law to be purchased or provided through other arrangements. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness, or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

Substance Use Disorders

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Substance-induced sexual dysfunction disorders and substance-induced sleep disorders. Gambling disorders. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Transplants

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

Travel

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

Services your plan does not cover (Exclusions)

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

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

All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Policy when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war, or terrorism. Health services received after the date your coverage under the Policy ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Policy ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Policy. In the event an Out-of-Network provider waives co-payments, co-insurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the co-payments, co-insurance and/or deductible are waived. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

UnitedHealthcare®

Benefit Summary

Florida - Choice
Consumer - Plan AHNT

What is a benefit summary?

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

What are the benefits of the Choice Plan?

Use our national network to save money.

A network is a group of health care providers and facilities that have a contract with UnitedHealthcare. You can receive care and services from anyone in our network.

> **Save money by staying in our network.** If you don't use the network, you'll have to pay for all of the costs.

> **There's no need to choose a primary care provider (PCP) or get referrals to see a specialist.** Consider a PCP; they can be helpful in managing your care.

> **Preventive care is covered 100% in our network.**

Are you a member?

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

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

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

Benefits At-A-Glance

What you may pay for network care

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

Co-payment (Your cost for an office visit)	Individual Deductible (Your cost before the plan starts to pay)	Co-insurance (Your cost share after the deductible)
$20	$1,000	You have no co-insurance.

This Benefit Summary is to highlight your Benefits. Don't use this document to understand your exact coverage for certain conditions. If this Benefit Summary conflicts with the Certificate of Coverage (COC), Riders, and/or Amendments, those documents are correct. Review your COC for an exact description of the services and supplies that are and are not covered, those which are excluded or limited, and other terms and conditions of coverage.

UnitedHealthcare of Florida, Inc.

Your Costs

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

Your cost if you use Network Benefits

Deductible

What is a deductible?

The deductible is the amount you have to pay for covered health care services (common medical event) before your health plan begins to pay. The deductible may not apply to all services. You may have more than one type of deductible.

> Your co-pays don't count towards meeting the deductible unless otherwise described within the specific common medical event.

> All individual deductible amounts will count towards meeting the family deductible, but an individual will not have to pay more than the individual deductible amount.

Medical Deductible - Individual	$1,000 per year
Medical Deductible - Family	$2,000 per year

Out-of-Pocket Limit

What is an out-of-pocket limit?

The most you pay during a contract year before your health plan begins to pay 100%. Once you reach the out-of-pocket limit, your health plan will pay for all covered services. This will not include any amounts over the amount we allow when you see an out-of-network provider.

> All individual out-of-pocket limit amounts will count towards meeting the family out-of-pocket limit, but an individual will not have to pay more than the individual out-of-pocket limit amount.

> Your co-pays, co-insurance and deductibles (including pharmacy) count towards meeting the out-of-pocket limit.

Out-of-Pocket Limit - Individual	$3,000 per year
Out-of-Pocket Limit - Family	$6,000 per year

What is co-insurance?

Co-insurance is your share of the costs of a covered health care service, calculated as a percent (for example, 20%) of the allowed amount for the service. You pay co-insurance plus any deductibles you owe. Co-insurance is not the same as a co-payment (or co-pay).

What is a co-payment?

A co-payment (co-pay) is a fixed amount (for example, $15) you pay for a covered health care service, usually when you receive the service. You will pay a co-pay or the allowed amount, whichever is less. The amount can vary by the type of covered health care service. Please see the specific common medical event to see if a co-pay applies and how much you have to pay.

What is Prior Authorization?

Prior Authorization is getting approval before you can get access to medicine or services. Services that require prior authorization are noted in the list of Common Medical Events. To get approval, call the member phone number on your health plan ID card.

Want more information?

Find additional definitions in the glossary at justplainclear.com.

Your Costs

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

Common Medical Event	Your cost if you use Network Benefits
Ambulance Services - Emergency and Non-Emergency	
Transportation cost of a newborn to the nearest appropriate facility for treatment are covered.	You pay nothing, after the medical deductible has been met. Prior Authorization is required for Non-Emergency Ambulance.
Autism Spectrum Disorder	
Note: The visit limits specified under Rehabilitation Services - Outpatient Therapy and Manipulative Treatment in this Benefit Summary do not apply to Autism Spectrum Disorder.	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.
Bones or Joints of the Jaw and Facial Region	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.
Cleft Lip/Cleft Palate Treatment	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.
Clinical Trials	
	The amount you pay is based on where the covered health service is provided. Prior Authorization is required.
Congenital Heart Disease (CHD) Surgeries	
	You pay nothing, after the medical deductible has been met.
Dental Services - Accident Only	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required.
Dental Services - Anesthesia and Hospitalization	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.

Common Medical Event	Your cost if you use Network Benefits
Diabetes Services	
Diabetes Self Management and Training/Diabetic Eye Examinations/ Foot Care:	The amount you pay is based on where the covered health service is provided.
Diabetes Self Management Items:	The amount you pay is based on where the covered health service is provided under Durable Medical Equipment or in the Prescription Drug Rider.
Durable Medical Equipment	
Limited to a single purchase of a type of Durable Medical Equipment (including repair and replacement) every 3 years. This limit does not apply to wound vacuums.	You pay nothing, after the medical deductible has been met.
Emergency Health Services - Outpatient	
	$350 co-pay per visit. A deductible does not apply. Notification is required if confined in an Out-of-Network Hospital.
Enteral Formulas	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.
Hearing Aids	
Limited to $2,500 every year and a single purchase (including repair and replacement) per hearing impaired ear every 3 years.	You pay nothing, after the medical deductible has been met.
Home Health Care	
Limited to 60 visits per year.	You pay nothing, after the medical deductible has been met.
Hospice Care	
	You pay nothing, after the medical deductible has been met.
Hospital - Inpatient Stay	
	You pay nothing, after the medical deductible has been met.
Lab, X-Ray and Diagnostics - Outpatient	
	You pay nothing. A deductible does not apply.

Common Medical Event	Your cost if you use Network Benefits
Lab, X-Ray and Major Diagnostics - CT, PET, MRI, MRA and Nuclear Medicine - Outpatient	
	You pay nothing, after the medical deductible has been met.
Mental Health Services	
Inpatient:	You pay nothing, after the medical deductible has been met.
Outpatient:	$40 co-pay per visit. A deductible does not apply.
Partial Hospitalization/Intensive Outpatient Treatment:	You pay nothing, after the medical deductible has been met.
Neurobiological Disorders – Autism Spectrum Disorder Services	
Inpatient:	You pay nothing, after the medical deductible has been met.
Outpatient:	$40 co-pay per visit. A deductible does not apply.
Partial Hospitalization/Intensive Outpatient Treatment:	You pay nothing, after the medical deductible has been met.
Osteoporosis Treatment	
	You pay nothing, after the medical deductible has been met. Prior Authorization is required for certain services.
Ostomy Supplies	
Limited to $2,500 per year.	You pay nothing, after the medical deductible has been met.
Pharmaceutical Products - Outpatient	
This includes medications given at a doctor's office, or in a Covered Person's home.	You pay nothing, after the medical deductible has been met.
Physician Fees for Surgical and Medical Services	
	You pay nothing, after the medical deductible has been met.
Physician's Office Services - Sickness and Injury	
Primary Physician Office Visit	Covered persons less than age 19: You pay nothing. A deductible does not apply. All other Covered Persons: $20 co-pay per visit. A deductible does not apply.
Specialist Physician Office Visit	$40 co-pay per visit. A deductible does not apply.

Additional co-pays, deductible, or co-insurance may apply when you receive other services at your physician's office. For example, surgery.

Common Medical Event	Your cost if you use Network Benefits
Pregnancy - Maternity Services	
	The amount you pay is based on where the covered health service is provided.
Prescription Drug Benefits	
Prescription drug benefits are shown in the Prescription Drug benefit summary.	
Preventive Care Services	
Physician Office Services, Scopic Procedures, Lab, X-Ray or other preventive tests.	You pay nothing. A deductible does not apply.
Certain preventive care services are provided as specified by the Patient Protection and Affordable Care Act (ACA), with no cost-sharing to you. These services are based on your age, gender and other health factors. UnitedHealthcare also covers other routine services that may require a co-pay, co-insurance or deductible.	
Prosthetic Devices	
Limited to a single purchase of each type of prosthetic device every 3 years.	You pay nothing, after the medical deductible has been met.
Reconstructive Procedures	
	The amount you pay is based on where the covered health service is provided.
Rehabilitation and Habilitative Services - Outpatient Therapy and Manipulative Treatment	
Limited to: 20 visits of physical therapy. 20 visits of occupational therapy. 20 visits of speech therapy. 20 visits of pulmonary rehabilitation. 36 visits of cardiac rehabilitation. 30 visits of post-cochlear implant aural therapy. 20 visits of cognitive rehabilitation therapy. 20 visits of manipulative treatments.	$20 co-pay per visit. A deductible does not apply.
Scopic Procedures - Outpatient Diagnostic and Therapeutic	
Diagnostic/therapeutic scopic procedures include, but are not limited to colonoscopy, sigmoidoscopy and endoscopy.	You pay nothing, after the medical deductible has been met.
Skilled Nursing Facility / Inpatient Rehabilitation Facility Services	
Limited to 60 days per year.	You pay nothing, after the medical deductible has been met.

Common Medical Event	Your cost if you use Network Benefits
Substance Use Disorder Services	
Inpatient:	You pay nothing, after the medical deductible has been met.
Outpatient:	$40 co-pay per visit. A deductible does not apply.
Partial Hospitalization/Intensive Outpatient Treatment:	You pay nothing, after the medical deductible has been met.
Surgery - Outpatient	
	You pay nothing, after the medical deductible has been met.
Therapeutic Treatments - Outpatient	
Therapeutic treatments include, but are not limited to dialysis, intravenous chemotherapy, intravenous infusion, medical education services and radiation oncology.	You pay nothing, after the medical deductible has been met.
Transplantation Services	
Network Benefits must be received at a designated facility.	The amount you pay is based on where the covered health service is provided. Prior Authorization is required.
Urgent Care Center Services	
	$100 co-pay per visit. A deductible does not apply.
Additional co-pays, deductible, or co-insurance may apply when you receive other services at the urgent care facility. For example, surgery.	
Virtual Visits	
Benefits are available only when services are delivered through a Designated Virtual Visit Network Provider. Find a Designated Virtual Visit Network Provider Group at myuhc.com or by calling Customer Care at the telephone number on your ID card. Access to Virtual Visits and prescription services may not be available in all states or for all groups.	$20 co-pay per visit. A deductible does not apply.

Services your plan does not cover (Exclusions)

It is recommended that you review your COC, Amendments and Riders for an exact description of the services and supplies that are covered, those which are excluded or limited, and other terms and conditions of coverage.

Alternative Treatments

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

Dental

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

Devices, Appliances and Prosthetics

Devices used specifically as safety items or to affect performance in sports-related activities. Orthotic appliances that straighten or re-shape a body part. Examples include foot orthotics and some types of braces, including over-the-counter orthotic braces. Cranial banding. The following items are excluded, even if prescribed by a Physician: blood pressure cuff/monitor; enuresis alarm; non-wearable external defibrillator; trusses and ultrasonic nebulizers. Devices and computers to assist in communication and speech except for speech aid devices and tracheo-esophogeal voice devices for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC. Oral appliances for snoring. Repairs to prosthetic devices due to misuse, malicious damage or gross neglect. Replacement of prosthetic devices due to misuse, malicious damage or gross neglect or to replace lost or stolen items.

Services your plan does not cover (Exclusions)

Drugs

Prescription drug products for outpatient use that are filled by a prescription order or refill. Self-injectable medications. This exclusion does not apply to medications which, due to their characteristics (as determined by us), must typically be administered or directly supervised by a qualified provider or licensed/certified health professional in an outpatient setting. This exclusion does not apply to Benefits as described under Diabetes Services in Section 1 of the COC. Non-injectable medications given in a Physician's office. This exclusion does not apply to non-injectable medications that are required in an Emergency and consumed in the Physician's office. Over-the-counter drugs and treatments. Growth hormone therapy. New Pharmaceutical Products and/or new dosage forms until the date they are reviewed. A Pharmaceutical Product that contains (an) active ingredient(s) available in and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year. A Pharmaceutical Product that contains (an) active ingredient(s) which is (are) a modified version of and therapeutically equivalent (having essentially the same efficacy and adverse effect profile) to another covered Pharmaceutical Product. Such determinations may be made up to six times during a calendar year.

Experimental, Investigational or Unproven Services

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

Foot Care

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

Medical Supplies

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

- Disposable supplies necessary for the effective use of Durable Medical Equipment for which Benefits are provided as described under Durable Medical Equipment in Section 1 of the COC.
- Diabetic supplies for which Benefits are provided as described under Diabetes Services in Section 1 of the COC.
- Ostomy supplies for which Benefits are provided as described under Ostomy Supplies in Section 1 of the COC.

Tubing and masks, except when used with Durable Medical Equipment as described under Durable Medical Equipment in Section 1 of the COC.

Mental Health

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatments for R & T code conditions as listed within the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Mental Health Services as treatment for a primary diagnosis of insomnia and other sleep-wake disorders, feeding disorders, binge eating disorders, sexual dysfunction, communication disorders, motor disorders, neurological disorders and other disorders with a known physical basis. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Motor disorders and primary communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Intellectual disabilities as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Autism spectrum disorder as a primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Benefits for autism spectrum disorder as a primary diagnosis are described under Neurobiological Disorders - Autism Spectrum Disorder Services in Section 1 of the COC. Mental Health Services as a treatment for other conditions that may be a focus of clinical attention as listed in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Neurobiological Disorders – Autism Spectrum Disorder

Any treatments or other specialized services designed for Autism Spectrum Disorder that are not backed by credible research demonstrating that the services or supplies have a measurable and beneficial health outcome and therefore considered Experimental or Investigational or Unproven Services. Intellectual disability as the primary diagnosis defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Tuition for or services that are school-based for children and adolescents under the Individuals with Disabilities Education Act. Learning, motor disorders and communication disorders as defined in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association and which are not a part of Autism Spectrum Disorder. Treatments for the primary diagnoses of learning disabilities, conduct and impulse control disorders, personality disorders and paraphilic disorder. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Nutrition

Individual and group nutritional counseling. This exclusion does not apply to medical nutritional education services that are provided by appropriately licensed or registered health care professionals when both of the following are true:

- Nutritional education is required for a disease in which patient self-management is an important component of treatment.
- There exists a knowledge deficit regarding the disease which requires the intervention of a trained health professional.

Enteral feedings, even if the sole source of nutrition. This exclusion does not apply to Benefits described under Enteral Formulas in Section 1 of the COC. Infant formula and donor breast milk. Nutritional or cosmetic therapy using high

dose or mega quantities of vitamins, minerals or elements and other nutrition-based therapy. Examples include supplements, electrolytes, and foods of any kind (including high protein foods and low carbohydrate foods).

Personal Care, Comfort or Convenience

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

Physical Appearance

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

Procedures and Treatments

Excision or elimination of hanging skin on any part of the body. Examples include plastic surgery procedures called abdominoplasty or abdominal panniculectomy, and brachioplasty. Medical and surgical treatment of excessive sweating (hyperhidrosis). Medical and surgical treatment for snoring, except when provided as a part of treatment for documented obstructive sleep apnea. Rehabilitation services and Manipulative Treatment to improve general physical condition that are provided to reduce potential risk factors, where significant therapeutic improvement is not expected, including routine, long-term or maintenance/preventive treatment. Speech therapy except as required for treatment of a speech impediment or speech dysfunction that results from Injury, stroke, cancer, Congenital Anomaly or Autism Spectrum Disorder. Outpatient cognitive rehabilitation therapy except as Medically Necessary following a post-traumatic brain Injury or cerebral vascular accident. Psychosurgery. Sex transformation operations and related services. Physiological modalities and procedures that result in similar or redundant therapeutic effects when performed on the same body region during the same visit or office encounter. Biofeedback. Services for the evaluation and treatment of temporomandibular joint syndrome (TMJ), whether the services are considered to be medical or dental in nature. This exclusion does not apply to Benefits described under Additional Benefits Required by Florida Law - Bones or Joints of the Jaw and Facial Region in Section 1 of the COC. Upper and lower jawbone surgery, orthognathic surgery, and jaw alignment. This exclusion does not apply to reconstructive jaw surgery required for Covered Persons because of a Congenital Anomaly, acute traumatic Injury, dislocation, tumors, cancer or obstructive sleep apnea. This exclusion does not apply to Benefits as described under Additional Benefits Required by Florida Law - Bones or Joints of the Jaw and Facial Region and Dental Services – Anesthesia and Hospitalization in Section 1 of the COC. Surgical and non-surgical treatment of obesity. Stand-alone multi-disciplinary smoking cessation programs. These are programs that usually include health care providers specializing in smoking cessation and may include a psychologist, social worker or other licensed or certified professional. The programs usually include intensive psychological support, behavior modification techniques and medications to control cravings. Breast reduction surgery except as coverage is required by the Women's Health and Cancer Rights Act of 1998 for which Benefits are described under Reconstructive Procedures in Section 1 of the COC. In vitro fertilization regardless of the reason for treatment.

Services your plan does not cover (Exclusions)

Providers

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

Reproduction

Health services and associated expenses for infertility treatments, including assisted reproductive technology, regardless of the reason for the treatment. This exclusion does not apply to services required to treat or correct underlying causes of infertility. Surrogate parenting, donor eggs, donor sperm and host uterus. Storage and retrieval of all reproductive materials. Examples include eggs, sperm, testicular tissue and ovarian tissue. The reversal of voluntary sterilization.

Services Provided under Another Plan

Health services for which other coverage is required to be paid by federal, state or local law to be purchased or provided through other arrangements. Examples include coverage required by workers' compensation, no-fault auto insurance, or similar legislation. If coverage under workers' compensation or similar legislation is optional for you because you could elect it, or could have it elected for you, Benefits will not be paid for any Injury, Sickness, or Mental Illness that would have been covered under workers' compensation or similar legislation had that coverage been elected. Health services for treatment of military service-related disabilities, when you are legally entitled to other coverage and facilities are reasonably available to you. Health services while on active military duty.

Substance Use Disorders

Services performed in connection with conditions not classified in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Methadone treatment as maintenance, L.A.A.M. (1-Alpha-Acetyl-Methadol), Cyclazocine, or their equivalents. Educational services that are focused on primarily building skills and capabilities in communication, social interaction and learning. Substance-induced sexual dysfunction disorders and substance-induced sleep disorders. Gambling disorders. All unspecified disorders in the current edition of the Diagnostic and Statistical Manual of the American Psychiatric Association. Health services and supplies that do not meet the definition of a Covered Health Service – see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following:

- Medically Necessary.
- Described as a Covered Health Service in Section 1 of the COC and in the Schedule of Benefits.
- Not otherwise excluded in Section 2 of the COC.

Transplants

Health services for organ and tissue transplants, except those described under Transplantation Services in Section 1 of the COC. Health services connected with the removal of an organ or tissue from you for purposes of a transplant to another person. (Donor costs that are directly related to organ removal are payable for a transplant through the organ recipient's Benefits under the Contract.) Health services for transplants involving permanent mechanical or animal organs. Transplant services that are not performed at a Designated Facility. This exclusion does not apply to cornea transplants.

Services your plan does not cover (Exclusions)

Travel

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

Types of Care

Multi-disciplinary pain management programs provided on an inpatient basis for acute pain or for exacerbation of chronic pain. Custodial care or maintenance care; domiciliary care. Private Duty Nursing. Respite care. This exclusion does not apply to respite care that is part of an integrated hospice care program of services provided to a terminally ill person by a licensed hospice care agency for which Benefits are provided as described under Hospice Care in Section 1 of the COC. Rest cures; services of personal care attendants. Work hardening (individualized treatment programs designed to return a person to work or to prepare a person for specific work).

Vision and Hearing

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

All Other Exclusions

Health services and supplies that do not meet the definition of a Covered Health Service - see the definition in Section 9 of the COC. Covered Health Services are those health services, including services, supplies, or Pharmaceutical Products, which we determine to be all of the following: Medically Necessary; described as a Covered Health Service in Section 1 of the COC and Schedule of Benefits; and not otherwise excluded in Section 2 of the COC. Physical, psychiatric or psychological exams, testing, vaccinations, immunizations or treatments that are otherwise covered under the Contract when: required solely for purposes of school, sports or camp, travel, career or employment, insurance, marriage or adoption; related to judicial or administrative proceedings or orders; conducted for purposes of medical research (This exclusion does not apply to Covered Health Services provided during a clinical trial for which Benefits are provided as described under Clinical Trials in Section 1 of the COC); required to obtain or maintain a license of any type. Health services received as a result of war or any act of war, whether declared or undeclared or caused during service in the armed forces of any country. This exclusion does not apply to Covered Persons who are civilians injured or otherwise affected by war, any act of war, or terrorism. Health services received after the date your coverage under the Contract ends. This applies to all health services, even if the health service is required to treat a medical condition that arose before the date your coverage under the Contract ended. This exclusion does not apply to health services covered under Extended Coverage for Pregnancy or Extended Coverage for Total Disability in Section 4 of the COC. Health services for which you have no legal responsibility to pay, or for which a charge would not ordinarily be made in the absence of coverage under the Contract. In the event an Out-of-Network provider waives co-payments, co-insurance and/or any deductible for a particular health service, no Benefits are provided for the health service for which the co-payments, co-insurance and/or deductible are waived. Charges in excess of Eligible Expenses or in excess of any specified limitation. Long term (more than 30 days) storage. Examples include cryopreservation of tissue, blood and blood products. Autopsy. Foreign language and sign language services. Health services related to a non-Covered Health Service: When a service is not a Covered Health Service, all services related to that non-Covered Health Service are also excluded. This exclusion does not apply to services we would otherwise determine to be Covered Health Services if they are to treat complications that arise from the non-Covered Health Service. For the purpose of this exclusion, a "complication" is an unexpected or unanticipated condition that is superimposed on an existing disease and that affects or modifies the prognosis of the original disease or condition. Examples of a "complication" are bleeding or infections, following a Cosmetic Procedure, that require hospitalization.

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GROUP TERM LIFE AND AD&D INSURANCE SUMMARY OF COVERAGE

Town of Surfside
GLUG-369G
Revised: September 1, 2016
All eligible active employees

This Summary of Coverage provides a brief description of some of the terms, conditions, exclusions and limitations of Your employer's Policy. Definitions of capitalized terms in this Summary of Coverage can be found in the Certificate. For a complete description of the terms, conditions, exclusions and limitations of Your employer's Policy, refer to the appropriate section of the Certificate. In the event of a discrepancy between this Summary of Coverage and the Certificate, the Certificate will control. For a copy of the Certificate, contact the group Policyholder or Benefits or Plan Administrator.

This Summary of Coverage is not a contract. You are not necessarily entitled to insurance under the Policy because You received this Summary of Coverage. You are only entitled to insurance if You are eligible in accordance with the terms of the Certificate.

BENEFITS	
Life Insurance Benefit for You	An Amount of Life Insurance equal to Your Annual Salary up to $175,000. In no event will the Amount of Life Insurance be less than $1,000. Any Amount of Life Insurance not a multiple of $1,000 will be changed to the next higher multiple of $1,000. Annual Salary means Your gross Annual Salary received from the Policyholder and in effect immediately prior to the date of loss, as determined by the Policyholder. It includes employee contributions to deferred compensation plans. It does not include commissions, bonuses, overtime pay, shift differential, other extra compensation, or Policyholder contributions to Deferred Compensation plans received from the Policyholder. Note: In the event of death, the benefit paid will equal the benefit amount after any age reductions less any living benefits previously paid under the Policy.
Reductions	Your Life Insurance Benefits will reduce to: • 50% at age 70 If You are age 70 or older on the day You become insured under the Policy, the reduction will be made in accord with Your attained age. Life Insurance Benefits end on the date of Your retirement.

Accidental Death and Dismemberment Benefit for You	A Principal Sum equal to the amount of Your Life Insurance Benefit. If Your Life Insurance Benefit has been reduced by the Living Benefits Option, such reduction will not apply to this Accidental Death and Dismemberment Principal Sum.
EMPLOYEE ELIGIBILITY	
Minimum Work Hours Required	32 hours per week
Eligibility Waiting Period	30 days
Confinement Rule	If an eligible Employee is confined due to an Injury or Sickness or not available for work because of an Injury or Sickness, insurance will begin on the first day of the Policy month which coincides with or follows the day the Employee returns to Active Employment.
When Insurance Begins	An Employee will become insured on the first day of the Policy month which coincides with or follows the day the Employee becomes eligible, provided the Employee is Actively Working on that day.
When Your Classification or the Amount of Insurance Changes	Any change in Your classification, coverage or amount of Your insurance will take effect on the day of the change, provided You are Actively Working on that day. If You are not Actively Working on the day of the change, the following conditions will apply: • If the change involves an increase in the amount of insurance, the change will not take effect until the day You return to Active Work. • If the change involves a decrease in the amount of insurance, the change will take effect on the day of the change.
When Your Insurance Ends	Your insurance will end at midnight at the main office of the Policyholder on the earliest of: • the day the Policy terminates; • the day any premium contribution for Your insurance is due and unpaid; • the day before You enter the Armed Forces on active duty (except for temporary active duty of two weeks or less); or • the last day of the Policy month in which You are no longer eligible. You will no longer be eligible when the earliest of the following occurs: • You are not in an eligible classification described in the Schedule; • Your employment with the Policyholder ends; • You are not Actively Employed; or • You do not satisfy any other eligibility condition described in the Policy.
FEATURES	
Living Benefits Option For You	50% of the amount of the Life Insurance Benefit is available to You if You incur a Terminal Condition, but not to exceed $100,000. Terminal Condition means an Injury or Sickness expected to result in Your death within 12 months and from which there is no reasonable prospect of recovery as determined by Us.
Continuation Due to Layoff or Leave of Absence	Your insurance will continue subject to payment of premium until the last day of the Policy month in which You have been laid off or go on a leave of absence approved by the Policyholder.
Waiver of Premium	If You are determined to be Totally Disabled, Your Life Insurance Benefit will continue without payment of premium until age 65 provided the disability began prior to age 60 and You have met a disability elimination period of 9 consecutive months.

Conversion	If Your employment ends, You may apply for an individual life insurance policy without evidence of good health. You will be responsible for the premium for the coverage.

AD&D BENEFIT SCHEDULE

The AD&D Benefit is paid if an employee is injured as a result of an Accident, and that Injury is independent of Sickness and all other causes. Benefits are paid as indicated below:

Loss	**Benefit**
• Life • Both Hands • Both Feet • Entire Sight of Both Eyes • One Hand and One Foot • One Hand and Entire Sight of One Eye • One Foot and Entire Sight of One Eye • Speech and Hearing (both ears)	Principal Sum
• Entire Sight of One Eye • Speech or Hearing (both ears) • One Hand or One Foot	One-half Principal Sum
• Loss of Thumb and Index Finger of Same Hand	One-fourth Principal Sum
Paralysis	**Benefit**
• Quadriplegia (total Paralysis of both upper and lower limbs)	Principal Sum
• Triplegia (total Paralysis of three limbs)	Three-quarters Principal Sum
• Paraplegia (total Paralysis of both lower limbs) • Hemiplegia (total Paralysis of an upper and a lower limb)	One-half Principal Sum
• Uniplegia (total Paralysis of a limb)	One-fourth Principal Sum
Other Benefits	**Benefit**
Airbag Benefit	10% of the Principal Sum, up to $50,000.
Child Education Benefits	5% of the Principal Sum, up to $5,000.
Common Carrier Benefits	An amount equal to the Principal Sum. In no event will this benefit exceed $1,000,000.
Seat Belt Benefits	10% of the Principal Sum, up to $50,000.

AD&D EXCLUSIONS

We will not pay for any loss which:

- results, whether the Insured Person is sane or insane, from:
  - an intentionally self-inflicted Injury or Sickness; or
  - suicide or attempted suicide;
- results from the Insured Person's participation in a riot or in the commission of a felony;
- results from an act of declared or undeclared war or armed aggression;
- is incurred while the Insured Person is on active duty or training in the Armed Forces, National Guard or Reserves of any state or country and for which any governmental body or its agencies are liable;
- is not permanent, unless specifically provided;
- occurs more than 365 days after the Injury. NOTE: This 365 day limit will not apply if You are in a coma or being kept alive by an artificial support system at the end of the 365 days;
- does not result from an Accident;
- is caused by intentional, self-infliction of carbon monoxide poisoning emanating from a motor vehicle;
- results from Injuries You receive in any aircraft while operating, riding as a passenger, boarding or leaving. This exception does not apply while You are riding as a passenger in a commercial aircraft on a regularly scheduled flight or while Traveling on Business of the Policyholder;
- results in Injuries You receive while riding in any aircraft engaged in:
  - racing;
  - endurance tests; or
  - acrobatic or stunt flying;
- is caused by You, and is a result of Injuries You receive, while under the influence of any Controlled Drug, unless administered on the advice of a Physician; or
- is caused by You, and is a result of Injuries You receive, while Intoxicated.

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UnitedHealthcare®
A UnitedHealth Group Company

UnitedHealthcare Vision Benefit Summary Plan 4

Benefits at a **Network Provider**

When you visit a network provider and receive these covered services....

Vision Exam	You will pay a $10 copay at the time of service.
Materials	You will pay a $25 copay at the time of service. The materials copay is a single payment that applies to the entire purchase of eyeglasses (lenses and frames), or contact lenses in lieu of eyeglasses.
Pair of Lenses (for spectacles) • Standard single vision • Standard lined bifocal • Standard lined trifocal • Standard lenticular	Options, such as progressive lenses, polycarbonate lenses, tints, UV, and anti-reflective coating, may be available at a discount. Standard scratch-resistant coating is covered-in-full.
Frames	
• Covered-in-full frame	Other than copay, all covered-in-full frames are fully covered.
• Frame outside covered-in-full selection	If you select a frame from outside the covered-in-full selection, you will receive a $50 wholesale frame allowance (approximate retail value of $120-$150) at our private practice chain providers; and a $130 retail frame allowance at our retail chain providers.
Contact Lenses*	
• Covered-in-full elective contact lenses	The fitting/evaluation fees, contacts (including disposables), and up to two follow-up visits are covered-in-full (after applicable copay) for the most popular brands on the market. If covered disposable contact lenses are chosen, up to four boxes (depending on prescription) are included when obtained from a network provider. It is important to note that UnitedHealthcare Vision's covered-in-full contact lenses may vary by provider.
• All other elective contacts	A $105 allowance is applied toward the fitting/evaluation fees and purchase of contact lenses outside of UnitedHealthcare Vision's covered-in-full contacts (materials copay does not apply). Toric, gas permeable, and bifocal contacts are all examples of contacts that are outside of our covered-in-full selection.
• Necessary contact lenses**	Covered-in-full (after applicable copay)
Frequencies	Exam - Once every 12 months Lenses - Once every 12 months Frames - Once every 24 months

** Contact lenses are in lieu of spectacle lenses and a frame.*

*** Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implan; To correct extreme vision problems that cannot be corrected with spectacle lenses; With certain conditions of anisometropia; With certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision concerning the reimbursement that UnitedHealthcare Vision will make before you purchase such contacts.*

This Benefit Summary is intended only to highlight your benefits and should not be relied upon to fully determine coverage. This benefit plan may not cover all of your health care expenses. More complete descriptions of benefits and the terms under which they are provided are contained in the Certificate of Coverage that you will receive upon enrolling in the plan. This Benefit Summary conflicts in any way with the Policy issued to your employer, the Policy shall prevail.

Benefits at an **Non-Network Provider**

When you visit an non-network provider, you will be reimbursed up to the non-network maximums:

Service	Amount	Service	Amount
Exam	Up to $40	Lenticular Lenses	Up to $80
Single Vision Lenses	Up to $40	Frames	Up to $45
Bifocal Lenses	Up to $60	Elective Contacts	Up to $105
Trifocal Lenses	Up to $80	Necessary Contacts**	Up to $210

Network Provider - Copays and non-covered patient options are paid to provider by program participant.

Non-Network Provider - Participant pays full fee to the provider, and UnitedHealthcare Vision reimburses the customer for services rendered up to the maximum allowance. All receipts must be submitted at the same time. Copays do not apply to non-network benefits.

Important to Remember:

Network

• Always identify yourself as a UnitedHealthcare Vision customer when making your appointment. This will assist your provider in obtaining a claim authorization before your visit.

• Your participating provider will help you determine which contact lenses are available in the UnitedHealthcare Vision selection.

• Your contact lens allowance is applied to the fitting/evaluation fees, as well as the purchase of non-covered contact lenses. For example, if your allowance is $105, and the fitting fee and evaluation is $33, you will have $72 toward the purchase of non-covered contact lenses. Evaluation and fitting fees may vary among providers and type of fitting required.

• Patient options, such as UV coating, progressive lenses, etc., are not covered-in-full, but may be available at a discount.

Non-Network Claims

• Receipts for services and materials purchased on different dates must be submitted together at the same time to receive reimbursement.

Network and Non-Network Benefits

• Benefits are available every 12 or 24 months (depending on the benefit frequency), based on last date of service.

• Benefits for contact lenses are in lieu of spectacle lenses and frames.

Choice and Access of Vision Care Providers

UnitedHealthcare Vision offers its vision program through a national network including both private practice and retail chain providers.

To access the Provider Locator service, visit our Web site at **www.myuhcspecialtybenefits.com** (then select vision) or call **1-800-839-3242**, 24 hours a day, seven days a week.

Retain this UnitedHealthcare Vision Benefit Summary and Vision Care Program description that includes detailed benefit information and instructions on how to use the program. Please refer to your Certificate of Coverage for a full explanation of benefits.

Customer Service is available toll-free at 1-800-638-3120 from 8:00 a.m. to 11:00 p.m. Eastern Time, Monday through Friday; and 9:00 a.m. to 6:30 p.m. Eastern Time on Saturday.

** Necessary contact lenses are determined at the provider's discretion for one or more of the following conditions: Following cataract surgery without intraocular lens implan; To correct extreme vision problems that cannot be corrected with spectacle lenses; With certain conditions of anisometropia; With certain conditions of keratoconus. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision concerning the reimbursement that UnitedHealthcare Vision will make before you purchase such contacts.

The following Services and Materials are excluded from coverage under the Policy: post cataract lenses; non-prescription items; medical or surgical treatment for eye disease, which requires the services of a physician; Worker's Compensation services or materials; services or materials that the patient, withot cost, obtains from any governmental organization or program; services or materials that are not specifically covered by the Policy; replacement or repair of lenses and/or frames that have been lost or broken and cosmetic extras.

UnitedHealthcare Vision coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by Spectera, Inc., United HealthCare Services, Inc. or their affiliates. Plans sold in Texas use policy form number VPOL.06 and associated COC form number VCOC.INT.06.TX.

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Dental Benefit Summary

Group Number: 00516368

About Your Benefits:

A visit to your dentist can help you keep a great smile and prevent many health issues. But dental care can be costly and you can be faced with unforeseen expenses. Did you know, a crown can cost as much as $1,400[1]? Guardian dental insurance will help you pay for it. With access to one of the largest network of dental providers in the country, who agreed to charge negotiated fees for their services of up to 30% less than average charges in the same community, you will benefit from lower out-of-pocket costs, quality care from screened and reviewed dentist, no claim forms to file, and excellent customer service. Enroll today and smile next time you see your dentist!

[1]http://health.costhelper.com/dental-crown.html.

Option 1: With your **Pre-Paid** plan, you enjoy negotiated discounts from our network dentists. You pay a fixed copay for each covered service. Out-of-network visits are not covered.

Option 2: With your **PPO** plan, you can visit any dentist; but you pay less out-of-pocket when you choose a PPO dentist.

Your Dental Plan	**Option 1: Pre-Paid**	**Option 2: PPO**	
Your Network is	Managed DentalGuard	DentalGuard Preferred	
Calendar year deductible		*In-Network*	*Out-of-Network*
Individual	No deductible	$50	$50
Family limit		3 per family	
Waived for		Preventive	Preventive
Charges covered for you (co-insurance)	*Network only*	*In-Network*	*Out-of-Network*
Preventive Care	You pay a copay for each	100%	100%
Basic Care	covered procedure. See	90%	80%
Major Care	"Plan Details", for	60%	50%
Orthodontia	more information.	50%	50%
Annual Maximum Benefit	Unlimited	$2000	$2000
Maximum Rollover	Maximum Rollover is not	Yes	
Rollover Threshold	applicable for this plan type.	$800	
Rollover Amount		$400	
Rollover In-network Amount		$600	
Rollover Account Limit		$1500	
Lifetime Orthodontia Maximum	Not Applicable	$1500	
Office visit copay	$0	None	
Dependent Age Limits	26 *	26 *	

***Family coverage** for spouse and children if the child is dependent upon the employee for support and is: (i) living in the employee's household; or (ii) a full-time or part-time student.

A Sample of Services Covered by Your Plan:

		Option 1: Pre-Paid	Option 2: PPO	
		You Pay	*Plan pays (on average)*	
		Network only	*In-network*	*Out-of-network*
Preventive Care	Cleaning (prophylaxis)	$0	100%	100%
	Frequency:	2 times in 12 months^	2 in 12 Months	
	Fluoride Treatments	$0	100%	100%
	Limits:	No Age Limits	Under Age 19	
	Oral Exams	$0	100%	100%
	Sealants (per tooth)	$0	100%	100%
	X-rays	$0	100%	100%
Basic Care	Anesthesia*	Restrictions Apply	90%	80%
	Fillings‡	$0	90%	80%
	Perio Surgery	$200-380	90%	80%
	Periodontal Maintenance	$0	90%	80%
	Frequency:	2 times in 12 months^ (Standard)	Once Every 6 Months (Standard)	
	Root Canal	$120-270	90%	80%
	Scaling & Root Planing (per quadrant)	$0	90%	80%
	Simple Extractions	$0	90%	80%
	Surgical Extractions	$30-200	90%	80%
Major Care	Bridges and Dentures	$381-575	60%	50%
	Inlays, Onlays, Veneers**	$250-370	60%	50%
	Repair & Maintenance of Crowns, Bridges & Dentures	$0-160	60%	50%
	Single Crowns	$375	60%	50%
Orthodontia	Orthodontia	$1,500-2,800	50%	50%
	Limits:	Adults & Child(ren)	Child(ren)	
Cosmetic Care	Bleaching	$165	Not Covered	Not Covered

This is only a partial list of dental services. Your certificate of benefits will show exactly what is covered and excluded. **For PPO and or Indemnity members, Crowns, Inlays, Onlays and Labial Veneers are covered only when needed because of decay or injury or other pathology when the tooth cannot be restored with amalgam or composite filing material. When Orthodontia coverage is for "Child(ren)" only, the orthodontic appliance must be placed prior to the age limit set by your plan; If full-time status is required by your plan in order to remain insured after a certain age; then orthodontic maintenance may continue as long as full-time student status is maintained. If Orthodontia coverage is for "Adults and Child(ren)" this limitation does not apply. The total number of cleanings and periodontal maintenance procedures are combined in a 12 month period. *General Anesthesia – restrictions apply. ‡For PPO and or Indemnity members, Fillings – restrictions may apply to composite fillings. (^Additional cleanings are available for an additional co-pay).

This handout is for illustrative purposes only and is an approximation. If any discrepancies between this handout and your paycheck stub exist, your paycheck stub prevails.

Manage Your Benefits:

Go to www.GuardianAnytime.com to access secure information about your Guardian benefits including access to an image of your ID Card. Your on-line account will be set up within 30 days after your plan effective date..

Need Assistance?

Call the Guardian Helpline (888) 600-1600, weekdays, 8:00 AM to 8:30 PM, EST. Refer to your member ID (social security number) and your plan number: 00516368

Please call the Guardian Helpline if you need to use your benefits within 30 days of plan effective date.

Find A Dentist:

Visit www.GuardianAnytime.com
Click on "Find A Provider"; You will need to know your plan and dental network, which can be found on the first page of your dental benefit summary.

Commission Communication

Agenda #: 5B

Date: September 13, 2016

Subject: Fraternal Order of Police Collective Bargaining Agreement

Background: The Fraternal Order of Police Local 135 has been representing the Town of Surfside bargaining unit members for over 10 years. Currently there are 30 members including police officers, sergeants and communication operators (dispatchers). The process which governs Collective Bargaining is established under Florida Statute 447.

The Town entered into negotiations with the FOP on April 6, 2016.

Town's bargaining team included: Town Manager Guillermo Olmedillo, Chief David Allen, Human Resources Director Yamileth Slate-McCloud, Captain Julio Yero, Lieutenant John Bambis, and Finance Director Donald Nelson.

The FOP's bargaining team included: Officer Tammy Campbell, Officer Antonio Mesa, Officer Bryant Luke and Regional FOP Representative John Puleo.

There were five (5) bargaining sessions held. In addition, staff held two (2) Executive Sessions with the Town Commission.

The major changes to the contract include:

- Three year contract with no re-opener (October 1, 2016 - September 30, 2019).
- Clarifies the bargaining unit in accordance with the State of Florida Public Employees Relations Commission (PERC) records.
- A 2% Cost of Living Adjustment for FY 16/17; 3% Cost of Living Adjustment for FY 17/18 and 3% Cost of Living Adjustment for FY 18/19.
- Sergeant's examination will consist of an assessment center evaluation and/or written examination worth ninety five percentage points and seniority worth five percentage points.
- The take home vehicle maintenance biweekly fee will be completed by selecting the shortest distance from Town Hall to the members' residence, utilizing google maps. Members will pay either $27.50, $37.50, $47.50, $57.50 or $67.50 biweekly.

- Members who are entitled to receiving longevity payment for continuous uninterrupted employment with the town will receive said payment in 26 equal bi-weekly installments on an hourly rate basis, beginning in the first full pay period after such employee becomes eligible for said payment.

- Members shall receive a one-time stipend in the amount of $75.00 in recognition for obtaining and maintaining accreditation status by the State Commission for Florida Law Enforcement Accreditation. The one-time stipend shall be paid within the calendar year that the department achieves re-accreditation status.

On Tuesday, September 6, 2016 members of the FOP ratified the Collective Bargaining Agreement.

Budget Impact: The approved FY 16/17 Budget provides sufficient funds to cover the cost.

Analysis: 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 for approval. We would like to thank the members of the FOP collective bargaining team for their cooperation in achieving this fair resolution to the collective bargaining process.

Staff Impact: N/A

Recommendation: It is recommended that the Town Commission adopt the resolution approving the Collective Bargaining Agreement with the Fraternal Order of Police Local 135.

Guillermo Olmedillo
Town Manager

David Allen
Chief of Police

Donald Nelson
Finance Director

RESOLUTION NO. 16 - _____

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE ("FOP") DATED OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019 ATTACHED HERETO AS ATTACHMENT "A"; DIRECTING THE TOWN MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE TOWN; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town and Fraternal Order of Police ("FOP") bargaining teams have been actively engaged in negotiating the Fraternal Order of Police Collective Bargaining Agreement ("Agreement") (Attachment "A") between the Town and the Florida State Lodge Fraternal Order of Police ("FOP") Local 135 dated October 1, 2016 through September 30, 2019; and

WHEREAS, the membership of the FOP has now ratified the Agreement; and

WHEREAS, the implementation date for the agreement is effective October 1, 2016; and

WHEREAS, it is in the best interest of the Town to approve and ratify the Collective Bargaining Agreement between the Town of Surfside and the Florida State Lodge Fraternal Order of Police.

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

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

Section 2. Approval and Ratification of Fraternal Order of Police Agreement. The Town Commission hereby approves and ratifies the Agreement between the Town and the Fraternal Order of Police hereto as Attachment "A."

Section 3. Authorization. The Town Commission hereby authorizes the Town Manager to execute the Agreement on behalf of the Town and to take all actions necessary to implement the Agreement.

Section 4. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of September 2016.

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 FOR THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

Fraternal Order of Police
FLORIDA STATE LODGE
Florida Labor Council Committee

September 6, 2016

Sent Via U.S. Mail
&
EMAIL

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

Reference: 2016-2019 Contract Proposal Ratification

Dear Mr. Olmedillo,

I am please to advise you that the Bargaining Unit for Police Officers, Sergeants, and Communications Supervisors, and Communications Operators have ratified the Town's 2016 - 2019 Contract Proposals. I would like to thank you for working with us as a partner to resolve issues that are important to your organization and your employees. I look forward to be working with you again in the near future.

Sincerely,

John Puleo, FOP Staff Representative

21124 White Oak Avenue, Boca Raton, Florida 33428
Office Phone: (561) 883-3552 - Cell Phone: (954) 444-4483
Fax: (561) 883-3538
Email: JohnFOP@ AOL.COM

AGREEMENT

BETWEEN

THE TOWN OF SURFSIDE, FLORIDA

AND THE

FLORIDA STATE LODGE

FRATERNAL ORDER OF POLICE

October 1, 2016 through September 30, 2019

TABLE OF CONTENTS

TABLE OF CONTENTS **2**
PREAMBLE **4**
ARTICLE 1 ..... **5**
RECOGNITION, STRIKES AND LOCKOUTS 5
ARTICLE 2 ..... **7**
MANAGEMENT RIGHTS 7
ARTICLE 3 ..... **10**
NON-DISCRIMINATION 10
ARTICLE 4 ..... **11**
DUES DEDUCTIONS 11
ARTICLE 5 ..... **12**
UNION REPRESENTATIVES 12
ARTICLE 6 ..... **13**
SERVICES TO THE UNION 13
ARTICLE 7 ..... **14**
CONFIDENTIAL RECORDS/PERSONNEL FILES/LOCKER INSPECTION 14
ARTICLE 8 ..... **16**
SENIORITY AND LAYOFF 16
ARTICLE 9 ..... **18**
RIGHTS OF EMPLOYEES IN INTERNAL INVESTIGATIONS 18
ARTICLE 10 ..... **21**
SHIFT EXCHANGE, SUBSTITUTIONS AND MINIMUM 21
STAFFING REQUIREMENTS 21
ARTICLE 11 ..... **22**
VEHICLES, EQUIPMENT AND SAFETY STANDARDS 22
ARTICLE 12 ..... **25**
TRAINING 25
ARTICLE 13 ..... **27**
PROMOTIONS 27
ARTICLE 14 ..... **29**
LABOR MANAGEMENT COMMITTEE 30
ARTICLE 15 ..... **31**
GRIEVANCE AND ARBITRATION PROCEDURE 31
ARTICLE 16 ..... **35**
LEGAL SERVICES 35
ARTICLE 17 ..... **36**
EDUCATIONAL ASSISTANCE AND INCENTIVE 36
ARTICLE 18 ..... **37**
HOLIDAYS 37
ARTICLE 19 ..... **38**

WAGES 38
ARTICLE 20 41
SPECIAL WAGE PROVISION 41
ARTICLE 21 ..... **42**
HOURS AND OVERTIME 42
ARTICLE 22 ..... **46**
FRINGE BENEFITS 46
ARTICLE 23 ..... **49**
UNIFORMS, SAFETY AND EQUIPMENT 49
ARTICLE 24 ..... **51**
WAIVER AND ZIPPER CLAUSE 51
ARTICLE 25 ..... **52**
WORKERS' COMPENSATION / LIGHT DUTY 52
ARTICLE 26 ..... **55**
EMPLOYEE WELLNESS PROGRAM 55
ARTICLE 27 ..... **56**
DRUG TESTING 56
ARTICLE 28 ..... **60**
JOB DESCRIPTION AND APPEAL 60
ARTICLE 29 ..... **61**
FLORIDA LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS 61
ARTICLE 30 ..... **62**
SEVERABILITY CLAUSE 62
ARTICLE 31 ..... **63**
RETIREMENT PLAN 63
ARTICLE 32 ..... **66**
PROBATIONARY EMPLOYEES 66
ARTICLE 33 ..... **68**
TERM OF AGREEMENT 68
ARTICLE 34 ..... **69**
SIGNING OF AGREEMENT 69
ADDENDUM "A" **70**
DEFERRED RETIREMENT OPTION PROGRAM 70
ADDENDUM "B" **72**
SALARY SCHEDULE 72

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 procedure 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 insure 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 days work for a days 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 mailroom. 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) 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 personal 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.

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 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 efforts to insure 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 goes onto the street, it must have the following equipment in working order: rotating 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 in Miami-Dade or Broward 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 pursuant to Internal Revenue Service regulations (refer to Publication 15-B (2016) Employer's Tax Guide to Fringe Benefits 2016).

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 minimus 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 total of 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 an annual firearms proficiency test as scheduled by the Department. An employee whose test does not meet the FDLE-CJSTC standard shall receive remedial firearms training and be allowed to retest within thirty (30) days from the date of the original test.

Any employee who does not maintain such proficiency after the second test 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 emails of 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 with more than one (1) name. 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 employees, 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 five (75%) 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 it's 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

(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 two (2) 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 one-half (1/2) the cost of tuition (not to exceed two 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 better 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 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 twenty four (24) 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 twenty four (24) 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 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 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 one 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, 2016, bargaining unit members will receive a two percent (2%) cost of living adjustment. Effective October 1, 2017 and October 1, 2018 bargaining unit members will receive a three percent (3%) 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 to this Agreement bargaining unit members whose salaries on September 30, 2016 are higher than what the new pay plans provide for their same step, shall remain at their current pay.

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 or Field Training Officer (FTO). 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 assigned to the Charlie, Delta hours 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 October1, 2016, an employee who reaches his/her 6th anniversary of uninterrupted Town employment on October 15, 2016 (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, 2016.

YEARS OF SERVICE	ANNUAL STIPEND
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 one (1) time stipend in the amount of $75.00 in recognition for obtaining and maintaining Accreditation Status by the State Commission for Florida Law Enforcement Accreditation. The one (1) time stipend shall be paid

within the calendar year that the department achieves Re-Accreditation Status during the month of October.

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 The following items are exclusions from pensionable wages:

- Sick Retirement Pay
- Clothing Allowance
- Overtime Pay (includes all overtime)
- Compensatory Time (includes all compensatory time except comp spent overtime & comp spent holiday).
- Employee of the Month/ Quarter/Year
- Vacation Termination
- Workers Compensation Pay
- Third Party Sick/Exempt
- Dental Insurance
- Vision Insurance
- Flexible Deductions: Medical and Dependent Care
- All Health (Medical) Insurance
- All AFLAC Supplemental Insurance
- ICMA/Nationwide Voluntary Retirement
- K-9 Allowance
- Extra Duty Pay

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.

21.1.2 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:

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).

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, if implemented, 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). "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 one (1) day 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 960 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 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.

22.4.1 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.

22.4.2 Bereavement leave will not be charged against sick leave, vacation or holiday time, or accumulated overtime.

22.5 Vacation leave is granted to full-time employees and is accrued as follows:

YEARS OF SERVICE	VACATION LEAVE
0 through 2 years	Ten (10) days. 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.
Beginning at 16 years	Twenty (20) days.

22.5.1 The maximum amount of vacation leave that may be carried from one calendar year to the next is 300hours. 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.

22.5.2 Seniority within each rank or classification shall be determinative in the scheduling of vacations.

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 surgical masks, gloves and resuscitation devices.

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-issue 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. The employee must remain with the Town for one (1) year from the time of purchase of such equipment, or said monies must be repaid to the Town (may be deducted from final paycheck).

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.

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 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 an 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 Except as provided for below, the Town shall maintain the existing pension ordinance provisions regarding benefits and contributions for police officers for the duration of this Agreement. For sworn employees as follows:

31.1.1 Employees will vest in the pension plan after five (5) years of credited service.

31.1.2 Police officers and Sergeants agree to contribute eight percent (8%) of earnable compensation to the plan.

31.1.3 The Town agrees to implement a five-year Deferred Retirement Option Plan for employees. See Addendum A.

31.1.4 The pension multiplier for sworn employees for creditable service rendered on or after October 1, 2005, shall be equal to three percent (3%) of the final average monthly compensation multiplied by the number of years of creditable service rendered on or after October 1, 2005. The pension multiplier for creditable service rendered on or after October 1, 2006, shall be equal to three and one-half percent (3.5%) of the final average monthly compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006.

31.1.5 At a three percent (3%) multiplier, the maximum total annuity payable to a police officer shall be seventy-five percent (75%) of the employee's highest average annual compensation for any three years within the last ten years. At a three and one-half percent

(3.5%) multiplier, the maximum total annuity payable to a police officer will be ninety percent (90%) of the employee's highest average annual compensation for any three years within the last ten years.

31.1.6 Normal retirement for police officers is the earliest of the date when:

- Reach age 52 and complete 20 years of Creditable Service

or

- Complete 25 years of Creditable Service

or

- Reach age 62 and 5 years of Creditable Service

or

31.1.7 An employee's average final compensation shall be computed using the employee's highest three years of base salary.

31.1.8 For disability retirements only, the Town agrees not to offset the employee's disability retirement by any social security or workers' compensation benefits received by the employee for the same disability.

31.1.9 The Town recognizes the Police Officers Heart / Lung Bill codified in Section 112.18 of the Florida Statutes.

31.1.10 The Town will allow eligible members to buy-back applicable service to the pension system for sworn employees up to a maximum of six (6) years combined prior law enforcement service for a municipal agency within the United States and the U.S. Military

Service. Should an employee opt to buy-back applicable service time, all costs associated with such a buy-back option shall be borne solely by the employee as determined by the actuary for the Town's pension plan.

31.2 Communication operators and communications supervisor are members of the general employees retirement 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.

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, 2019 unless amended in writing by mutual agreement of the parties.

ARTICLE 34.

SIGNING OF AGREEMENT

AGREED TO this _____ day of _____, 2016, 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
_____	_____
John Puleo FOP Staff Representative	Guillermo Olmedillo Town Manager
_____	_____
Tammy Campbell Local Representative	Linda Miller 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

10/1/2016
PAY TABLE MINIMUMS

2 % COLA YEAR 1

POLICE OFFICERS

STEPS	FY 2017	Hourly Equivalent	STEPS	FY 2017	Hourly Equivalent
**Starting	$53,334.69	$25.6417	**Starting	$54,401.38	$26.1545
1	$58,668.17	$28.2058	1	$59,841.53	$28.7700
2	$61,601.57	$29.6161	2	$62,833.60	$30.2085
3	$64,681.66	$31.0970	3	$65,975.29	$31.7189
4	$67,915.74	$32.6518	4	$69,274.05	$33.3048
5	$71,311.54	$34.2844	5	$72,737.77	$34.9701
6	$74,877.12	$35.9986	6	$76,374.66	$36.7186
7	$77,121.30	$37.0775	7	$78,663.73	$37.8191
8	$79,437.13	$38.1909	8	$81,025.87	$38.9547

Notes:
**Starting Salary for Certified Police Officer

COMMUNICATION OPERATORS

STEPS	FY 2017	Hourly Equivalent	STEPS	FY 2017	Hourly Equivalent
Starting	$34,263.66	$16.4729	Starting	$34,948.93	$16.8024
1	$35,976.85	$17.2966	1	$36,696.39	$17.6425
2	$37,775.69	$18.1614	2	$38,531.20	$18.5246
3	$39,664.47	$19.0695	3	$40,457.76	$19.4508
4	$41,647.70	$20.0229	4	$42,480.65	$20.4234
5	$43,730.09	$21.0241	5	$44,604.69	$21.4446
6	$45,916.59	$22.0753	6	$46,834.92	$22.5168

2 % COLA YEAR 1

SERGEANTS

STEPS	FY 2017	Hourly Equivalent	STEPS	FY 2017	Hourly Equivalent
Starting	$85,480.35	$41.0963	Starting	$87,189.96	$41.9182
1	$86,473.11	$41.5736	1	$88,202.57	$42.4051
2	$87,465.87	$42.0509	2	$89,215.19	$42.8919
3	$88,559.21	$42.5765	3	$90,330.39	$43.4281
4	$89,652.51	$43.1022	4	$91,445.56	$43.9642
5	$90,773.18	$43.6410	5	$92,588.64	$44.5138
6	$91,893.83	$44.1797	6	$93,731.71	$45.0633

ADDENDUM "B"
FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT

10/1/2017
PAY TABLE MINIMUMS

3 % COLA YEAR 2

POLICE OFFICERS

STEPS	FY 2018	Hourly Equivalent	STEPS	FY 2018	Hourly Equivalent
**Starting	$54,401.38	$26.1545	**Starting	$56,033.42	$26.9391
1	$59,841.53	$28.7700	1	$61,636.78	$29.6331
2	$62,833.60	$30.2085	2	$64,718.61	$31.1147
3	$65,975.29	$31.7189	3	$67,954.55	$32.6705
4	$69,274.05	$33.3048	4	$71,352.27	$34.3040
5	$72,737.77	$34.9701	5	$74,919.90	$36.0192
6	$76,374.66	$36.7186	6	$78,665.90	$37.8201
7	$78,663.73	$37.8191	7	$81,023.64	$38.9537
8	$81,025.87	$38.9547	8	$83,456.65	$40.1234

Notes:
**Starting Salary for Certified Police Officer

COMMUNICATION OPERATORS

STEPS	FY 2018	Hourly Equivalent	STEPS	FY 2018	Hourly Equivalent
Starting	$34,948.93	$16.8024	Starting	$35,997.40	$17.3064
1	$36,696.39	$17.6425	1	$37,797.28	$18.1718
2	$38,531.20	$18.5246	2	$39,687.14	$19.0804
3	$40,457.76	$19.4508	3	$41,671.49	$20.0344
4	$42,480.65	$20.4234	4	$43,755.07	$21.0361
5	$44,604.69	$21.4446	5	$45,942.83	$22.0879
6	$46,834.92	$22.5168	6	$48,239.97	$23.1923

3 % COLA YEAR 2

SERGEANTS

STEPS	FY 2018	Hourly Equivalent	STEPS	FY 2018	Hourly Equivalent
Starting	$87,189.96	$41.9182	Starting	$89,805.66	$43.1758
1	$88,202.57	$42.4051	1	$90,848.65	$43.6772
2	$89,215.19	$42.8919	2	$91,891.65	$44.1787
3	$90,330.39	$43,4281	3	$93,040.30	$44.7309
4	$91,445.56	$43.9642	4	$94,188.93	$45.2831
5	$92,588.64	$44.5138	5	$95,366.30	$45.8492
6	$93,731.71	$45.0633	6	$96,543.66	$46.4152

ADDENDUM "B"
FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT

10/1/2018
PAY TABLE MINIMUMS

3 % COLA YEAR 3

POLICE OFFICERS

STEPS	FY 2019	Hourly Equivalent	STEPS	FY 2019	Hourly Equivalent
**Starting	$56,033.42	$26.9391	**Starting	$57,714.42	$27.7473
1	$61,636.78	$29.6331	1	$63,485.88	$30.5221
2	$64,718.61	$31.1147	2	$66,660.17	$32.0482
3	$67,954.55	$32.6705	3	$69,993.18	$33.6506
4	$71,352.27	$34.3040	4	$73,492.84	$35.3331
5	$74,919.90	$36.0192	5	$77,167.50	$37.0998
6	$78,665.90	$37.8201	6	$81,025.88	$38.9547
7	$81,023.64	$38.9537	7	$83,454.35	$40.1223
8	$83,456.65	$40.1234	8	$85,960.35	$41.3271

Notes:
****Starting Salary for Certified Police Officer**

COMMUNICATION OPERATORS

STEPS	FY 2019	Hourly Equivalent	STEPS	FY 2019	Hourly Equivalent
Starting	$35,997.40	$17.3064	Starting	$37,077.32	$17.8256
1	$37,797.28	$18.1718	1	$38,931.20	$18.7169
2	$39,687.14	$19.0804	2	$40,877.75	$19.6528
3	$41,671.49	$20.0344	3	$42,921.63	$20.6354
4	$43,755.07	$21.0361	4	$45,067.72	$21.6672
5	$45,942.83	$22.0879	5	$47,321.11	$22.7505
6	$48,239.97	$23.1923	6	$49,687.17	$23.8881

3 % COLA YEAR 3

SERGEANTS

STEPS	FY 2019	Hourly Equivalent	STEPS	FY 2019	Hourly Equivalent
Starting	$89,805.66	$43.1758	Starting	$92,499.83	$44.4711
1	$90,848.65	$43.6772	1	$93,574.11	$44.9876
2	$91,891.65	$44.1787	2	$94,648.40	$45.5040
3	$93,040.30	$44.7309	3	$95,831.51	$46.0728
4	$94,188.93	$45.2831	4	$97,014.60	$46.6416
5	$95,366.30	$45.8492	5	$98,227.29	$47.2247
6	$96,543.66	$46.4152	6	$99,439.97	$47.8077

Town of Surfside
Commission Communication

Agenda Item #: 5C

Agenda Date: September 13, 2016

Subject: Engagement of Marcum LLP
Certified Public Accountants

Objective: Resolution to Authorize the Engagement of Marcum LLP for the Annual Audit of the Financial Statements

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Background: The audit firm of Marcum LLP has audited the Town's financial statements as required under State statutes in order to prepare the Comprehensive Annual Financial Report (CAFR). Marcum LLP has provided professional audit services to the Town since 2007. Their team of professional auditors has rotated from year to year to provide a fresh perspective of the Town's financial and management operations along with the consistent overview of the partner in charge of the annual audit.

Analysis: Marcum LLP, Certified Public Accountants have audited the financial statements of the Town under Resolution No. 13-2169, dated June 11, 2013 that authorized them to provide professional audit services for the fiscal years ended September 30, 2013, 2014 and 2015 with the option to renew their engagement of audit services for each of the two subsequent years of 2016 and 2017. Although this Resolution provided the authorization to renew for two additional years, the Town Administration is requesting the Town Commission accept the option. The audit process for the fiscal year ending September 30, 2016 will commence in October, 2016.

Budget Impact: The annual fees for the financial audit are $59,000 and $60,800 for the fiscal years ending September 30, 2016 and 2017 respectively (excluding any federal or State single audit requirements). The audit fee for their last audit of September 30, 2015 was $59,000.

Recommendation: To approve the attached resolution to engage the professional services of Marcum LLP for the fiscal years ending September 30, 2016 and 2017 respectively.

Donald Nelson, Finance Director

Guillermo Olmedillo, Town Manager

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING THE RENEWAL OPTION WITH MARCUM LLP FOR AUDITING SERVICES; PROVIDING FOR APPROVAL; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 11, 2013 under Resolution No. 13-2169 the Town Commission approved Marcum LLP as the Town's independent auditors of the Town's financial statements; and

WHEREAS, Section 218.391(8), Florida Statutes provides that renewal of contracts entered into pursuant to the auditor selection process provided for therein, may be renewed without the use of the auditor selection procedures; and

WHEREAS, pursuant to Section 218.391(8), Florida Statutes the Town has continued to engage Marcum LLP to provide auditing services until the year ended September 30, 2015 with the option to renew for the professional audit services for Fiscal Years 2016 and 2017; and

WHEREAS, it is in the best interest of the Town to renew the contract with Marcum LLP for auditing services as provided for in the attached Engagement Letter (see Attachment "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 incorporated into this Resolution by this reference.

Section 2. **Approval.** The Town Commission hereby approves the renewal option of the engagement letter to conduct financial audits between Marcum LLP and the Town attached hereto as Attachment "A."

Section 3. Authorization of Town Manager. The Town Manager is hereby authorized to take all steps necessary to complete the execution of this engagement letter.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of September 2016.

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 FOR THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

MARCUM
ACCOUNTANTS ▲ ADVISORS

August 4, 2016

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

Re: Engagement of Marcum LLP

We are pleased to confirm our understanding of the services Marcum LLP ("Marcum," the "Firm," "we," "us" or "our") are to provide Town of Surfside, Florida (the Town) for the fiscal years ending September 30, 2016 and 2017. We will audit the financial statements of the Town's governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town as of and for the fiscal year ending September 30, 2016 and 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town's basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management's Discussion and Analysis
2) Schedule of Funding Progress – OPEB
3) Budgetary Comparison Schedules
4) Schedule of Changes in the Town's NPL and Related Ratios
5) Schedule of Town Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Town's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole:

1) Combining and Individual Fund Statements and Schedules

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

1) Introductory Section
2) Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Town's financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Audit. Our reports will be addressed to the Honorable Mayor, Town Council and Town Manager

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

We will also provide a report within the same time period (that will not include an opinion) on internal control related to the financial statements and compliance with provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the entity's internal control and on compliance, (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance and (3) that the report is not suitable for any other purpose. If during our audit we become aware that the Town is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for

financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures - General

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

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

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

Audit Procedures - Internal Controls

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under American Institute of Certified Public Accountants (AICPA) professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. The Town is also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional

information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter at the conclusion of the audit engagement that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with generally accepted accounting principles (GAAP); (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

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

We will provide copies of our reports to the Town, however, management is responsible for the distribution of our reports and the financial statements to those charged with governance and to others.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on the Town's website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Communication with Those Charged with Governance

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

Reproduction of Auditors' Report

If the Town intends to publish or otherwise reproduce the financial statements and make reference to our Firm, you agree to provide us with printers' proofs or masters for our review and

approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, it is important that you give us timely notice of the Town's intention to issue any such document.

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

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

Assistance By Your Personnel

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

You acknowledge that your confidential information may be transmitted to us through an information portal or delivery system established by us or on our behalf. You shall notify us in writing of your employees, representatives, or other agents to be provided access to such portal or system; upon the termination of such status, you shall immediately notify us in writing. You acknowledge that the Firm is not responsible for the actions of your current and former employees, representatives, or other agents in connection with the transmission of your information.

Background Checks

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

Independence

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

Access to Working Papers

The working papers prepared in conjunction with our engagement are the property of Marcum and may constitute confidential information subject to the Laws of the Florida pertaining to Public Records. These working papers will be retained by us in accordance with applicable laws and with our Firm's policies and procedures. However, we may be required, by law or regulation, to make certain working papers available to regulatory authorities for their review, and upon request, we may be required to provide such authorities with photocopies of selected working papers.

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

As a result of our prior or future services to you, we may be required or requested to provide information or documents to you or a third-party in connection with a legal or administrative proceeding (including a grand jury investigation) in which we are not a party. If this occurs, our efforts in complying with such requests or demands will be deemed a part of this engagement and we shall be entitled to compensation for our time and reimbursement for our reasonable out-of-pocket expenditures (including reasonable attorney fees) in complying with such request or demand. This will be discussed with the Town prior to incurring any time or associated costs.

This is not intended, however, to relieve us of our duty to observe the confidentiality requirements of our profession.

Third-Party Service Providers

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

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

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

> ***The Firm and Town each hereby knowingly, voluntarily and intentionally waive any right either may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this engagement letter and/or the services provided hereunder, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of either party. The Firm and Town each expressly agree and acknowledge that the 11th Judicial Circuit Court, in and for Miami-Dadr County, Florida, and the United States District Court for the Southern District of Florida, shall each have exclusive and sole jurisdiction and venue for any respective state or federal actions arising from, relating to or in connection with this engagement letter, or any course of conduct, course of dealing, statement or actions of either party arising after the date of the signing of this engagement letter by the Town.***
>
> ***The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Town and our relationship with you shall be governed by the laws of the State of Florida to the extent said laws are not inconsistent with the Federal Securities Laws and Rules, Regulations and Standards thereunder. In any litigation brought by either the Firm or the Town as to the other, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred, including through all appeals.***

We acknowledge your right to terminate our services at any time, and you acknowledge our right to resign at any time (including instances where in our judgment, our independence has been impaired or we can no longer rely on the integrity of management), subject in either case to our

right to payment for all direct and indirect charges including out-of-pocket expenses incurred through the date of termination or resignation or thereafter as circumstances and this agreement may require, plus applicable interest, costs, fees and attorneys' fees.

You and we agree that our respective liability to the other arising out of this engagement or services provided shall not exceed the total amount paid for the services described herein. This shall be the maximum monetary liability of each party to the other.

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

Subject to and without waiver of the provisions of Section 768.28, Florida Statutes and the above limitation of monetary liability, the Town hereby indemnifies Marcum LLP and its partners, principals, and employees, and holds them harmless from all claims, liabilities, losses, and costs arising as a direct result of **a known and intentional misrepresentation** of fact that is provided by an employee or officer of the Town to the Firm for a matter applicable to the services which are the subject of and being provided by the Firm under this engagement letter, regardless of whether such person was acting in the Town's interest. This indemnification will survive termination of this letter of engagement.

Other Services

We will perform, in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida, an examination pursuant to AICPA *Professional Standards*, AT Section 601, promulgated by the American Institute of Certified Public Accountants regarding the compliance of the Town with Section 218.415, Florida Statutes, Local Government Investment Policies. There is no additional cost for this service.

If the Town may be required to undergo a single audit in accordance with the Federal Single Audit Act Amendments of 1996 and the provisions of the Uniform Guidance or for the Florida Single Audit Act, we will discuss with you the additional fees which will be dependent on the number of programs determined to be a major program based on the determination required by the Uniform Guidance. Also, a new engagement letter will have to be provided that meets the requirements of the Federal Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

We are always available to meet with you and/or other management personnel at various times throughout the year to discuss current business, operational, accounting and auditing matters affecting the Town. Whenever you feel such meetings are desirable please let us know; we are prepared to provide services to assist you in any of these areas.

Timeline

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

Fees

Our invoices for these services will be rendered as the work progresses, and are due and payable in accordance with the Agreement. In the event that you dispute any of the fees or expenses on a specific invoice, you agree to notify us within twenty (20) days of receipt of the invoice of such dispute. If you fail to notify us within the twenty (20) day period, your right to dispute such invoice will be waived. Prior to the commencement of the services described above, any past due balances are required to be paid in full. In accordance with our Firm policies, should any invoice remain unpaid for more than thirty days, we reserve the right to defer providing any additional services until all outstanding invoices are paid in full. Amounts past due 60 days from the date of our delivery of an invoice to the Town's Finance Director for services rendered will incur a finance charge in accordance with Florida's Prompt Payment Act. Nothing herein shall be construed as extending the due date of payments required under the agreement, as amended, and you agree that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

As a result of our planning process, we believe that the above described professional services can be completed for an estimated fee of $59,000 and $60,800 for fiscal years ending September 30, 2016 and 2017 respectively (excluding any Federal or State single audit requirements). The estimate of our fee is based on certain assumptions, including the required assistance described above. To the extent that certain circumstances including, but not limited to those listed in Appendix A, arise during the engagement, our fee estimate may be significantly affected and additional services and associated fees may be necessary. Additional services provided beyond the described scope of services will be billed separately upon discussion and prior written approval of the Town.

We reserve the right to defer providing any additional services until all past due invoices are paid in full. The Town agrees that we are not responsible for the impact on the Town of any delay that results from such non-payment by you.

Agreement

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

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

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

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

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

Very truly yours,

Marcum LLP

Michael D. Futterman, CPA
Partner

ACCEPTED

This letter correctly sets forth the agreement of the **Town of Surfside;**

Authorized Signature:_____

Title: _____

Date signed: _____

APPENDIX A

Town of Surfside
Circumstances Affecting Timing and Fee Estimate

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

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by Marcum in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, Marcum may incur significant unanticipated costs.

2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to Marcum (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). Marcum will provide the accounting personnel with a separate listing of required schedules and deadlines.

3. Weaknesses in the internal control.

4. Significant new issues or unforeseen circumstances as follows:

    a. New accounting issues that require an unusual amount of time to resolve.

    b. Changes or transactions that occur prior to the issuance of our report.

    c. Changes in the Organization's accounting personnel, their responsibilities, or their availability.

    d. Changes in auditing requirements set by regulators.

5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by Marcum. All invoices, contracts and other documents which we will identify for the Organization, are not located by the accounting personnel or made ready for our easy access.

6. A significant level of proposed audit adjustments are identified during our audit.

7. Changes in audit scope caused by events that are beyond our control.

8. Untimely payment of our invoices as they are rendered.

Town of Surfside
Town Commission Meeting
September 13, 2016
7:00 pm
Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Resolution Cover Memorandum

Agenda #: 5D
Date: September 13, 2016
From: Daniel Dietch, Mayor
Subject: **Resolution Declaring Principles of Inclusion**

Objective: That the Surfside Town Commission pass the attached resolution declaring principles of inclusion.

Consideration: Surfside often receives requests from other municipalities and organizations to support community-building initiatives. Recently, the Cities of Coral Gables and West Miami sent a resolution declaring principles of inclusion for individuals with autism and other special needs. The timing of the request coincided with the 5th annual surf camp for children on the autism spectrum led by Pediatric Psychology Associates, lead surf instructor Walter Javier (Surfside resident), assistant surf instructor Dr. David Carmona (Surfside resident) and hosted at the Surfside Community Center. In consideration of the principles of inclusion values shared by our community and supported through our programming, it seems fitting that the Commission formally recognize them and call on other units of government at the local, state and Federal levels to do the same.

Recommendation: That the Surfside Town Commission pass the attached resolution declaring principles of inclusion.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA DECLARING PRINCIPLES OF INCLUSION FOR INDIVIDUALS WITH AUTISM AND OTHER SPECIAL NEEDS, AND URGING ACTION BY NATIONAL, STATE, AND LOCAL GOVERNMENTS, BUSINESSES, AND RESIDENTIAL COMMUNITIES CONSISTENT WITH THESE PRINCIPLES; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE NATIONAL LEAGUE OF CITIES, NATIONAL ASSOCIATION OF COUNTIES, FLORIDA LEAGUE OF CITIES, FLORIDA ASSOCIATION OF COUNTIES, MIAMI-DADE COUNTY LEAGUE OF CITIES, MIAMI-DADE COUNTY, MIAMI-DADE PUBLIC SCHOOLS, AND MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, approximately 1 in 68 children have an autism spectrum disorder according to a recent report from the Centers for Disease Control and Prevention, and approximately 1 in 5 individuals have a disability according to the 2010 U.S. Census; and

WHEREAS, the United States of America is a signatory of the United Nations Convention on the Rights of Persons with Disabilities, which supports inclusion and accommodation of children and adults with special needs and disabilities; and

WHEREAS, the Convention has identified the following core principles of inclusion:

a. Respect for inherent dignity, individual autonomy including the freedom to make one's own choices, and independence of persons;
b. Non-discrimination;
c. Full and effective participation and inclusion in society;
d. Respect for difference and acceptance of persons with disabilities as part of human diversity and humanity;
e. Equality of opportunity;
f. Accessibility;
g. Equality between men and women;
h. Respect for the evolving capacities of children with disabilities and respect for the right of children with disabilities to preserve their identities; and

WHEREAS, inclusion is an attitude, an approach, and a mindset, which welcomes and facilitates participation by those with disabilities and special needs, and encourages accommodations beyond those required by law; and

WHEREAS, the Town of Surfside's commitment to inclusion is demonstrated through its recreational programs for children with special needs, including hosting the successful Pediatric Psychology Associates Surf Camp, which is in its fifth year; and

WHEREAS, the Town expresses its commitment to the principle of inclusion of children and adults with special needs and disabilities in all aspects of its governance and services, and seeks to welcome and facilitate such participation; and

WHEREAS, the Town urges businesses to express their commitment to the principle of inclusion in both employment and commerce; and

WHEREAS, the Town urges developers, homeowner associations, and condominium associations to adopt policies supporting the principle of inclusion in residential communities; and

WHEREAS, the Town urges universities and other places of learning to prioritize programs supporting inclusion of individuals with special needs and disabilities; and

WHEREAS, the Town urges national, state, and local governments to express their commitment to the principle of inclusion as well, and to continue expanding services to children and adults with special needs and disabilities.

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

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Authorization and Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to the National League of Cities, National Association of Counties, Florida League of Cities, Florida Association of Counties, Miami-Dade County League of Cities, Miami-Dade County, Miami-Dade Public Schools, and municipalities in Miami-Dade County.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of September 2016.

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 FOR THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

Town of Surfside
Town Commission Meeting
September 13, 2016
7:00 pm
Town Hall Commission Chambers - 9293 Harding Avenue, 2nd Floor
Surfside, FL 33154

Resolution Cover Memorandum

Agenda #: 5E
Date: September 13, 2016
From: Daniel Dietch, Mayor
Subject: **Zika Cooperation Urging Resolution**

Objective: That the Surfside Town Commission pass the attached resolution urging Municipalities in Miami-Dade County to continue collaboration to protect the public against the Zika virus and urging the United States Congress, State of Florida and Miami-Dade County Government for leadership on Zika Solutions.

Consideration: The Zika virus poses a significant threat to the health, safety and welfare of Surfside's residents, employees, visitors and others. The Town's administration has developed a proactive and collaborative, science-based management approach that includes educating our stakeholders on the risks and mitigation strategies and implementing initiatives to eradicate breeding mosquitos. This urging resolution is intended to encourage continued intra-governmental support and collaboration to further the efforts to responsibly manage the Zika virus.

Recommendation: That the Surfside Town Commission pass the attached resolution urging Municipalities in Miami-Dade County to continue collaboration to protect the public against the Zika virus and urging the United States Congress, State of Florida and Miami-Dade County Government for leadership on Zika Solutions.

RESOLUTION NO. 16 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA URGING MUNICIPALITIES IN MIAMI-DADE COUNTY TO CONTINUE COLLABORATION TO PROTECT THE PUBLIC AGAINST THE ZIKA VIRUS; URGING THE UNITED STATES CONGRESS, STATE OF FLORIDA AND MIAMI-DADE COUNTY TO ASSIST AND SUPPORT LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY FLORIDA TO FUND, DEVELOP AND IMPLEMENT MITIGATION AND ERADICATION SOLUTIONS FOR THE ZIKA VIRUS; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO UNITED STATES SENATOR BILL NELSON, UNITED STATES SENATOR MARCO RUBIO, CONGRESSWOMAN DEBBIE WASSERMAN-SCHULTZ, FLORIDA SENATOR GWEN MARGOLIS, FLORIDA REPRESENTATIVE JOSEPH GELLER, EACH MEMBER OF THE MIAMI-DADE COUNTY COMMISSION AND EACH MAYOR OF MUNICIPALITIES IN MIAMI-DADE COUNTY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR APPROVAL AND AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Health has identified an area with local mosquito-borne Zika virus transmission in Miami-Dade County; and

WHEREAS, the Zika virus spreads to people primarily through the bite of an infected *Aedes* species mosquito (*Ae. aegypti* and *Ae. albopictus*), and the Zika virus may also be sexually transmitted; and

WHEREAS, Zika virus infection during pregnancy can cause microcephaly and severe fetal brain defects, and has been associated with other adverse pregnancy outcomes; and

WHEREAS, people with Zika virus disease can have symptoms including mild fever, skin rash, conjunctivitis, muscle and joint pain, malaise or headache. The Zika virus may lead to Guillain-Barré syndrome and other neurological complications; and

WHEREAS, there is no vaccine and no specific medicine for the Zika virus, according to the United States Center for Disease Control and Prevention; and

WHEREAS, the Town of Surfside prioritizes the community's health and has taken steps to protect against the spread of Zika in the Town; and

WHEREAS, the Town has conducted mosquito control fogging throughout the Town with non-toxic and safe ingredients on August 17 and 18, 2016 and September 1 and 2, 2016 and has provided public information for Zika protection, prevention, and health via the Town's website, Gazette, a utility notice, and flyers delivered by hand and placed on public bulletin boards and in the Surfside Town Hall; and

WHEREAS, the Town of Surfside calls on its municipal partners throughout Miami-Dade County to continue to work cooperatively to share information and resources to protect the public against the Zika virus; and

WHEREAS, the Town of Surfside calls on the United States Congress, the State of Florida and Miami-Dade County governments for leadership and active engagement to assist and support local governments in Miami-Dade County in funding, developing and implementing solutions for the eradication and treatment of the Zika virus.

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

Section 1. Recitals Adopted. That each of the above stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Urging by the Town of Surfside Commission for Municipalities in Miami-Dade County to Continue Collaboration to Protect the Public Against the Zika Virus. The Town of Surfside Commission calls on its municipal partners throughout Miami-Dade County to continue to work cooperatively to protect the public against the threat of the Zika virus.

Section 3. Urging by the Town of Surfside Commission for the United States Congress, State of Florida and Miami-Dade County Government for leadership on Zika Solutions. The Town of Surfside Commission calls on the United States Congress, State of Florida and Miami-Dade County government for leadership and active engagement to assist and support local governments in Miami-Dade County in developing and implementing solutions for the eradication and treatment of the Zika virus.

Section 4. Authorization and Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 5. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to United States Senator Bill Nelson, United States Senator Marco Rubio, Congresswoman Debbie Wasserman-Schultz, Florida Senator Gwen Margolis, Florida Representative Joseph Geller, each member of the Miami-Dade County Commission and each Mayor of municipalities in Miami-Dade County

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2016.

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 FOR THE TOWN OF SURFSIDE ONLY:

_____
Linda Miller, Town Attorney

TOWN OF SURFSIDE
MUNICIPAL BUILDING
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154-3009
Telephone (305) 993-1066

DISCUSSION ITEM

Agenda Item: # 9A

Date: **September 13, 2016**

From: **Commissioner Tina Paul**

Subject: **Single Family Home Historic Significance and Education Process**

Background: On August 9, 2016, the Town Commission discussed the possibility of a survey and evaluation by Miami-Dade County Office of Historic Preservation for single family homes in the H30A, H30B and H30C districts to determine the character, integrity and historic context of the neighborhood. The Commission discussed having a workshop to educate homeowners regarding historic preservation and designation. Town Administration and I met with Kathleen Kauffman, Historic Preservation Chief. Ms. Kauffman suggested providing an informational sheet for distribution to the residents to explain the historic preservation process.

I request Town Commission authority to attend the Miami-Dade County Office of Historic Preservation Board hearing scheduled for September 21, 2016 at 2:00 p.m. The purpose is to represent the Town to discuss with the Historic Preservation Board the possibility of a survey evaluating the Town's single family homes and, pursuant to the Town Commission direction from the August 9, 2016 Town Commission meeting, request assurance from the Board that no property will be designated historic as a result of this survey and evaluation.

Recommendation: Approval to represent the Town at Miami-Dade County Office of Historic Preservation Board hearing on September 21, 2016 at 2:00 p.m. located at Stephen P. Clark Government Center, Room 18-3, 111 N.W. 1ST Street, Miami, Florida 33128.

Direct the Town Administration to work with Historic Preservation staff to produce an informational sheet for distribution to the residents to be included in the utility bills, the Gazette and the Town's website which explains the historic preservation process prior to scheduling a workshop.

Budget Impact: There is no cost to the Town.

PLANNING & ZONING - DESIGN REVIEW BOARD
Peter Glynn (Mayor Dietch)
Brian Roller (Vice Mayor Cohen)
Richard Iacobacci (Commissioner Gielchinsky)
Lindsay Lecour (Commissioner Karukin)
Judith Frankel (Commissioner Paul)
Jorge Gutierrez ***(Design Review Board)***
Vacant ***(Design Review Board)***
Commissioner Gielchinsky (Liaison)
PERSONNEL APPEALS BOARD
Victor May (Mayor Dietch)
Sasha Plutko (Vice Mayor Cohen)
Dou Schochet (Commissioner Gielchinsky)
Vacant (Commissioner Karukin)
Norma Parron (Commissioner Paul)
Commissioner Karukin (Liaison)
PARKS & RECREATION COMMITTEE
Eliana Salzhauer (Mayor Dietch)
Shlomo Danzinger (Vice Mayor Cohen)
Mitchell Gottlieb (Commissioner Gielchinsky)
Retta Logan (Commissioner Karukin)
Jeffrey Platt (Paul)
Arnie Notkin - Member Emeritus
Commissioner Paul (Liaison)
TOURIST BOARD
Barbara Cohen (Mayor Dietch)
Jennifer Zawid (Vice Mayor Cohen)
Terry Cohen (Commissioner Gielchinsky)
Jessica Weiss (Commissioner Karukin)
Marianne Meischeid (Commissioner Paul)
Vice Mayor Cohen (Liaison)
PENSION BOARD
Julio Torres (PD Elect)
Yamileth Slate-McCloud (Employee Elect)
Guillermo Olmedillo (Secretary)
N. Abraham Issa (Resident) - Appointed by Commission
Staci K. Shanahan (Resident) - Appointed by Commission

POLICE OFFICERS PENSION TRUST
Loxley Arch III (PD Elected)
Micah Smith (PD Elected)
Joe Matthews (PD Elected)
Terry Henley (Resident) - Appointed by Commission
Eduardo Yero (Resident) - Appointed by Commission
Environmentl and Sustainability Resources Sub-Committee
Lou Cohen (Mayor Dietch)
ReedKandalaft (Vice Mayor Cohen)
Bertha Goldenberg (Commissioner Gielchinsky)
George Kousoukas (Commissioner Karukin)
Larisa Alonso (Commissioner Paul)
Mayor Dietch (Liaison)
Ad Hoc Citizen Traffic Mitigation Advisory Committee
Clara Diaz-Leal (Mayor Dietch)
Sandra Argow (Vice Mayor Cohen)
Ken Arnold (Commissioner Gielchinsky)
Juan Borges (Commissioner Karukin)
Deborah Cimadevilla (Commissioner Paul)
Commissioner Karukin (Liaison)

5-Sep-16

Town of Surfside
DISCUSSION ITEM

Agenda Item # 9C

Agenda Date: **September 13, 2016**

From: **Guillermo Olmedillo, Town Manager**

Subject: **Beach Chair Management**

Background: At the July 12, 2016 Town Commission meeting, the Commission directed the Town Administration to determine whether the Town has the ability through an individualized beach management plan system to account for all of the relative stakeholders and interests who may wish to operate a commercial beach furniture concession operation on the beach. This would include current and future owners on the east side of Collins Avenue and west side of Collins Avenue and all others who may be affected.

Analysis: The Town of Surfside's authority to regulate the public beach is limited. The City of Miami Beach has a management agreement with State of Florida Board of Trustees of the Internal Improvement Trust Fund which allows individualized beach management plans. On October 2, 2012, Miami-Dade Commissioner Sally Heyman sponsored legislation for Miami-Dade County through its Parks and Recreation and Open Spaces Department to formalize an Upland Lease Agreement with the State of Florida to regulate concessions, among other things, on the beach in Surfside. After numerous letters and communications between the Town, County and State, the Florida Department of Environmental Protection denied the County's Upland Lease Application on May 14, 2014, stating, "The Department may not issue an interest in sovereign lands that infringes on the riparian rights of upland property owners." Thereafter, since 2014 the Town has been in contact with the State of Florida to seek alternatives for the Town to regulate beach management.

According to Florida law, the Town has the authority to promulgate laws to regulate the public beach in a reasonable manner to protect public health, safety, and welfare, which must have a rational relation and be reasonably designed to accomplish a purpose necessary for the protection of the public. Alan S. Gold, 1979 Fla. Op. Atty. Gen. 175 (Fla.A.G.) Protecting public health, safety and welfare does not extend to individualized beach management plans like those in Miami Beach.

The Florida Constitution states that "The title to lands under navigable waters, within the boundaries of the state, which have not been alienated, including beaches below mean high water lines, is held by the state, by virtue of its sovereignty, in trust for all the people," s.11, Art. X, Fla. Const. The Town may not arbitrarily restrict or abrogate constitutionally recognized and protected 'trust doctrine' rights or protected riparian rights of abutting upland owners. Any regulation of such rights must be necessary in order to prevent injury to and protect the public. Alan S. Gold, 1979 Fla. Op. Atty. Gen. 175.

Florida law provides that "the state shall not allow any structure to be erected upon lands created, either naturally or artificially, seaward of any erosion control line fixed in accordance with the provisions of ss. 161.141-161.211, except such structures required for the prevention of erosion." Section 161.201, *Florida Statutes.* The law further provides, "Neither shall such use be permitted by the state as may be injurious to the person, business, or property of the upland owner or lessee; and the several municipalities, counties and special districts are authorized and directed to enforce this provision through the exercise of their respective police powers. Section 161.201, *Florida Statutes.*

Private beachfront owners, known as littoral owners, have certain special rights with regard to the water, including the right of access to the water, the right to use the water for certain purposes, the right to an unobstructed view of the water, and the right to receive accretions and relictions to the littoral property. Stop the Beach Renourishment, Inc. v. Florida Department of Environmental Protection, 130 S. Ct. 2592 (2009). However, courts have explained that "we cannot define the area within which the rights are to be enjoyed with mathematical exactitude or by a metes and bounds description, and rather prescribe a rule that riparian rights of an upland owner must be preserved over an areas "as near as practicable" in the direction so as to distribute equitably the submerged lands between the upland and the Channel. Johnson v. McCowen, 348 So. 2d 357 (1st DCA 1977).

Budget Impact: $50,000

Staff Impact: Code Enforcement to enforce the proposed ordinance.

Recommendation: For the Town Commission to direct administration to prepare an ordinance that allows for only property owners on the east side of Collins Avenue and west side of Collins Avenue to apply for permit process for beach furniture which includes provisions for insurance, licensing fees, access lanes for public health and safety, and to allow storage of chairs neatly stacked and covered with a tarp or appropriate covering and tied down.