



**Town of Surfside
Town Special Commission Meeting
Proposed Budget
MINUTES
July 11, 2017
5 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 5:06 p.m.

B. Roll Call of Members

Town Clerk Sandra Novoa called the roll with the following members present: Mayor Dietch, Commissioner Gielchinsky, Commissioner Karukin and Commissioner Paul. Vice Mayor Cohen was absent.

C. Pledge of Allegiance

Chief David Allen led the Pledge of Allegiance.

D. Presentation/Overview of FY 17/18 Budget – Guillermo Olmedillo, Town Manager and Donald Nelson, Finance Director

Town Manager Guillermo Olmedillo presented the item to the Town Commission and thanked the Finance Department.

Vice Mayor Cohen arrived at 5:11 p.m.

E. Proposed Operating Millage Rate – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ESTABLISHING A PROPOSED OPERATING MILLAGE RATE AND THE CURRENT YEAR ROLLED-BACK RATE; ESTABLISHING THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE FOR THE STATE OF FLORIDA; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Finance Director Donald Nelson spoke about the proposed millage rate. He explained that the resolution sets the millage rate and the date and time for the first and second budget hearings.

Town Clerk Sandra Novoa read the title of the resolution.

Mayor opened the meeting to any members of the public wishing to speak. No one wishing to speak, the Mayor closed the public hearing portion of the meeting.

Commissioner Karukin made a motion to adopt the proposed millage rate. The motion received a second from Commissioner Paul and all voted in favor.

2. Adjournment

Commissioner Karukin made a motion to adjourn the meeting. Motion received a second from Commissioner Paul and all voted in favor.

The meeting adjourned at 5:16 p.m.

Respectfully submitted,

Accepted this ____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
Quasi-Judicial Hearing
MINUTES
July 11, 2017
5:30 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 5:32 P.M

B. Roll Call of Members

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

C. Pledge of Allegiance

Police Chief Allen led the Pledge of Allegiance

2. Quasi-Judicial Hearings

A. 228 89th Street – Casa de Jesus, Inc – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA; APPROVING A SPECIAL EXCEPTION WITH CONDITIONS TO PERMIT AN AFTER-SCHOOL PROGRAM AT CASA DE JESUS, INC. LOCATED AT 228 89TH STREET IN THE TOWN OF SURFSIDE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR 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.

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

Commissioner Gielchinsky was present in his Liaison capacity to the Planning and Zoning Board and witness to the presentations from the applicant. He also conversed with the applicant's attorney Mr. Proctor and spoke twice with a representative about

their plans. Mayor Dietch stated that he received an email in support of the application which he did not respond to.

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

Town Planner Sarah Sinatra presented the item. Staff recommended approval of the special exception application subject to the conditions in the resolution.

Public speaker Grace Murtada spoke on the item and gave her point of view.

There was some discussion and questions posted by the Town Commission to members of Town staff. Vice Mayor Cohen made a motion to approve, Commissioner Gielchinsky made the following friendly amendments:

- Applicant shall notify the Commission via the Town Manager Report if applicant increases capacity from 20 to 30 students. The matter could be brought to a Quasi-Judicial Hearing at the request of three members of the Town Commission.
- Vehicle stickers shall be provided to staff for the three available staff parking spaces and provide a copy to the Police Chief or designee.
- In the event that the Town Manager requests that the applicant have an off-duty Police Officer assist with traffic flow during pick-up and drop-off times, the applicant will agree to retain an off-duty Police Officer at his cost.

Vice Mayor Cohen accepted the friendly amendment made by Commissioner Gielchinsky. The motion carried 5-0.

Mayor Dietch reminded the residents and visitors that to report illegal parking they should call the non-emergency Police Department number and a parking enforcement officer will be dispatched. He also encouraged everyone that parks to please obey the law.

B. 9509-9511 Harding Avenue – Appeal of the Town Manager’s Administrative Decision – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING/DENYING AN APPEAL OF THE ADMINISTRATIVE DECISION DENYING A REDUCTION OF THREE PARKING SPACES FOR PROPERTY LOCATED AT 9509-9511 HARDING AVENUE IN THE TOWN OF SURFSIDE; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE.

Deputy Clerk Elora Riera read the title of the resolution.

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

Deputy Clerk Elora Riera confirmed that compliance with advertising notice requirements have been met.

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

Commissioner Gielchinsky stated that he received three phone calls from Mr. Kahn and provided a brief context of the conversations.

Deputy Clerk Elora Riera swore in everyone wishing to speak in favor or against the item.

Town Manager Guillermo Olmedillo presented the item and gave a brief background.

Mr. David Kahn and Donald Kahn presented their case to the Town Commission and provided copies to everyone at the dais.

After a brief discussion Commissioner Karukin made a motion to deny the appeal. The motion received a second from Commissioner Paul. The motion carried 4-0 with Commissioner Gielchinsky absent from the dais.

3. Adjournment

Vice Mayor Cohen made a motion to adjourn the meeting. The motion received a second from Commissioner Paul. The motion carried 3-0 with Commissioner Karukin and Commissioner Gielchinsky absent.

The meeting adjourned at 7:00 p.m.

Respectfully submitted,

Accepted this _____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
MINUTES
July 11, 2017
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 7:02 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, 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

Commissioner Paul spoke about the 4th of July celebration and thanked the Parks and Recreation Department for a job well done. Commissioner Gielchinsky also spoke and commended the Parks and Recreation Department for the 4th of July event. Vice Mayor Cohen wished everyone a happy summer and spoke about the First Friday's event and invited people to contact him and meet with him.

Mayor Dietch asked for a moment of silence in memory of Jean Petti-Frere. He was a beloved part of the Parks and Recreation Department since 1992.

Commissioner Gielchinsky congratulated Mayor Dietch on his recent birthday and wished him the best.

Vice Mayor Cohen thanked Ms. Zawid for her services on the Tourist Board and he announced that Mr. Charles Ness will be replacing her. Vice Mayor Cohen made a motion to appoint Charles Ness to the Tourist Board. Commissioner Karukin seconded the motion. The motion carried 4-1 with Mayor Dietch voting in opposition due to not receiving a copy of Mr. Ness's application and not knowing the qualification per the Tourist Board guidelines and requirements.

Mayor Dietch welcomed Lillian Arango and the entire team from Weiss Serota Helfman Cole & Bierman as the new Town Attorneys.

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

Commissioner Karukin made a motion to move item 9A after item 1I. The motion received a second from Commissioner Paul and all voted in favor.

F. Community Notes – Mayor Daniel Dietch

The Mayor announced upcoming community events which can be found in the Gazette and on the Town's website.

G. Scholarship Awards Presentation – Mayor Daniel Dietch

Mayor Dietch presented Ms. Nicole Goetz with the scholarship award. Ms. Goetz was unable to attend, she has gone on to attend school at the University of Florida. Her parents received the award in her name.

Mayor Dietch presented Ms. Simone D'Antuono with the scholarship award. Ms. D'Antuono was unable to attend, she has gone on to attend school at the University of Florida. Her parents received the award in her name.

H. Safe Harbour–Creating a Walkable Surfside – Guillermo Olmedillo, Town Manager

Alexis Alvey an FIU graduate presented her master project.

Members of the Town Commission commended her on her presentation. Ms. Alvey answered a few questions from the Commission.

I. Senator Daphne Campbell – Guillermo Olmedillo, Town Manager

Senator Daphne Campbell spoke about her last session in Tallahassee and provided the Commission and the members of the public with her 2017 Legislative Update.

2. Quasi-Judicial Hearings (None)

3. Consent Agenda

Commissioner Karukin pulled item 3E and Mayor Dietch pulled pages 38 and 44 from item 3A.

Commissioner Karukin made a motion to approve the consent agenda minus the pulled items. The motion received a second from Commissioner Gielchinsky and all voted in favor.

A. Minutes – Sandra Novoa, MMC, Town Clerk

June 13, 2017 Regular Town Commission Meeting Minutes

Scrivener's error in the word Scrivener's.

June 15, 2017 Budget Workshop Meeting Minutes

Mayor stated that during the Budget Workshop it was promised that the five-year financial forecast would be provided at the next budget meeting and that they did not receive anything at the 5:00 p.m. Budget meeting held earlier.

Finance Director Donald Nelson promised delivery of the report by Tuesday, August 8, 2017.

June 15, 2017 Special Town Commission Meeting Minutes

June 22, 2017 Special Town Commission Meeting Minutes

June 27, 2017 Special Town Commission Meeting Minutes

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

1. See Click Fix
2. Interlocal Shuttle Update
3. Development Application Status
4. Code Compliance
5. Finance
6. Information Technology
7. Police Department

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

D. Committee Reports – Guillermo Olmedillo, Town Manager

- April 3, 2017 Tourist Board Meeting Minutes
- April 25, 2017 Parks and Recreation Committee Meeting Minutes
- May 1, 2017 Tourist Board Meeting Minutes
- May 25, 2017 Planning and Zoning Board Meeting Minutes
-

E. Weiss Serota Helfman Cole & Bierman Engagement Letter Ratification – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RETAINER AGREEMENT FOR LEGAL SERVICES WITH WEISS SEROTA HELFMAN COLE & BIERMAN, P.L. ATTACHED HERETO AS ATTACHMENT "A"; PROVIDING FOR IMPLEMENTATION AND AUTHORIZATION OF RETAINER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Karukin spoke on the item and disagreed with a part of Section 3 of the agreement. He believes that Weiss Serota Helfman Cole & Bierman (WSHCB) should not charge the Town for courier charges between them and the Town or for any large photocopy jobs. Lillian Arango, representing WSHCB agreed to amend the agreement and strikeout those items.

Commissioner Karukin made a motion to approve the resolution with the two amendments. The motion received a second from Commissioner Paul. The motion carried 4-0 with Vice Mayor Cohen absent from the dais.

Commissioner Karukin made a motion to approve the pulled items from the consent agenda. The motion received a second from Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent from the Dais.

4. Ordinances

A. Second Reading Ordinances

None.

B. First Reading Ordinances

None.

5. Resolutions and Proclamations

A. Town Website – Guillermo Olmedillo, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING CALVIN, GIORDANO & ASSOCIATES, INC. WORK AUTHORIZATION NO. 101 FOR SURFSIDE WEBSITE REDESIGN; AUTHORIZING THE EXPENDITURE FROM THE 2016/2017 FISCAL YEAR BUDGET IN THE TOTAL AMOUNT OF \$49,500 FROM THE BUILDING SERVICES DEPARTMENT OTHER CONTRACTUAL SERVICES ACCOUNT NO. 150-2500-524-3410 IN THE AMOUNT OF \$24,750 AND THE GENERAL FUND EXECUTIVE DEPARTMENT OTHER CONTRACTUAL SERVICES ACCOUNT NO. 001-2000-512-3410 \$24,750 IN THE AMOUNT OF \$24,750; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk Sandra Novoa read the title of the resolution.

Chris Giordano and Tim Rodriguez from Calvin Giordano & Associates answered all of the Commissioner's questions and concerns.

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

B. Four Year Staggered Terms for the Town Commission and Retain Two Year Term for Mayor – Commissioner Michael Karukin

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CALLING FOR A MARCH 20, 2018 TOWN OF SURFSIDE SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA A BALLOT QUESTION ON AMENDMENTS TO THE TOWN CHARTER "ESTABLISHING FOUR YEAR STAGGERED TERMS FOR COMMISSIONERS AND RETAINING MAYOR'S TWO YEAR TERM" COMMENCING WITH TOWN'S GENERAL ELECTION IN 2020; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY

**SUPERVISOR OF ELECTIONS; PROVIDING FOR REPEALER;
PROVIDING FOR SEVERABILITY; PROVIDING FOR AN
EFFECTIVE DATE.**

Town Attorney Lillian Arango explained the motion that was needed. Commissioner Gielchinsky made a motion to defer the approval of the resolution but address conceptually what is in the language. The motion received a second from Commissioner Karukin. The motion carried 3-0 with Mayor Dietch and Vice Mayor Cohen absent from the dais.

Town Attorney Lillian Arango stated that the current resolution as presented to the Town Commission was missing the actual text amendment language for the two sections of the charter that need to be amended and that they would like to present a revised proposed ballot language that they feel will be clearer to the voters.

Commissioner Karukin made a motion to direct the Town Clerk to obtain authorization for a special election from the Miami Dade County Supervisor of Elections to add a ballot question to the March 20, 2018 election. The motion received a second from Commissioner Gielchinsky. The motion carried 3-0 with Mayor Dietch and Vice Mayor Cohen absent from the dais.

6. Good and Welfare

Mayor Dietch opened the public speaking.

Public Speakers:

- Terry Cohen spoke about code compliance issues and advised the Town Commission that Help me Howard will be featuring these issues.
- Nathalie Vaturi spoke and gave her view regarding sidewalks
- Deborah Cimadevilla spoke about undergrounding utilities and the effect of the electromagnetic field levels

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. Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016 – Guillermo Olmedillo, Town Manager

Town Manager Guillermo Olmedillo introduced Julian Sardinias, a representative of Marcum, LLP who presented the report to the Town Commission.

Finance Director Donald Nelson thanked his staff for their hard work.

B. Public Information Program – Guillermo Olmedillo, Town Manager
Duncan Tavares, Assistant Town Manager presented the item to the Town Commission.

After some discussion, Commissioner Paul made a motion to approve and to direct the Town Manager to move the Public Information Program into action. The motion received a second from Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent.

Public speaker George Kousoulas provided his view on this item.

C. Parking Structure – Guillermo Olmedillo, Town Manager
Town Manager Guillermo Olmedillo presented the item to the Town Commission. He provided a brief background and stated that he has received two concepts from two different groups that are interested (one on the Town Hall site and the other one on the Abbott lot). For the record, the Town Manager's recommendation is the Town Hall site.

The following public speakers provided their views on this item:

- George Kousoulas
- Clara Diaz-Leal
- Deborah Cimadevilla

Commissioner Karukin requested the Town Manager to convey to the two groups the need of space for recreational and community activities as being more important than commercial spaces.

Commissioner Paul stated she would like a referendum to see what the public wants. The Mayor expressed his concerns on an open-ended referendum.

Due to the non-solicited proposals, the Town Attorney explained that the P3 Statue - once you receive a proposal and you entertain and review it, it provides for notice and publication. Then there is a period of 21 to no more than 120 days where other proposers may submit proposals on the same project.

Commissioner Gielchinsky made a motion to direct the Town Manager to invite both interested groups to submit proposals due by October 31, 2017. The motion received a second from Commissioner Karukin and all voted in favor with Vice Mayor Cohen absent.

D. Artificial Grass – Guillermo Olmedillo, Town Manager
Town Manager Guillermo Olmedillo presented the item and gave some background.
Public speaker and affected resident Ruben Valdivia presented his case to the Town Commission.
Commissioner Paul made a motion to extend the speaker's time an extra minute allowing 4 minutes to speak. The motion received a second from

Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent.

After some debate, Commissioner Karukin made a motion to defer the item to the Planning and Zoning Board for discussion and recommendation and for the Town to hold off on any enforcement action. The motion received a second from Commissioner Paul and the motion carried 4-0 with Vice Mayor Cohen absent.

Town Manager Olmedillo excused himself from the meeting due to sickness. Assistant Town Manager Tavares sat at the dais on his behalf.

E. Modifying Measurement of Height to Prepare for Sea Level Rise – Sarah Sinatra Gould, Town Planner

Town Planner Sarah Sinatra presented the item and explained that at a previous meeting they discussed the direction from the Planning and Zoning Board to evaluate the opportunity to increase freeboard similar to what Miami Beach has. She explained that to accommodate sea level rise there are many factors that can be included that will not require a referendum by the Town. The Planning and Zoning Board asked that the Commission look at options that do not require a referendum.

Public speaker George Kousoulas gave his view on this item.

After some discussion and questions by the Town Commission, Commissioner Karukin made a motion to direct the Town Planner through the Town Manager to work on some renderings to show the dimensions and present it to the Planning and Zoning Board and the Town Commission. The motion received a second from Commissioner Gielchinsky and all voted in favor with Vice Mayor Cohen absent,

F. August Meeting [Verbal] – Guillermo Olmedillo, Town Manager

Assistant Town Manager Duncan Tavares presented the item to the Town Commission.

Commissioner Gielchinsky thought that this was appropriate in order to take a pause and come back in September.

Commissioner Karukin asked if there were any pressing items that needed to be taken care of in August. Response was negative.

After some comments of why he is not fully in agreement with taking a break in August, passing the gavel, Mayor Dietch made a motion to cancel the August 8, 2017 Town Commission meeting but have staff work on the following initiatives during the month of August:

- Compact Mayor's – Climate Change Program
- Trap/Neuter/Release Plan
- The Best Mango Contest

He added to the motion for staff to schedule a special commission meeting if any items require pressing action from the Town Commission and also a report back from staff of their accomplishments during the month of August. The motion received a second from Commissioner Karukin. The motion carried 4-0 with Vice Mayor Cohen absent.

G. Status of Comp Plan Amendments [Verbal] – Guillermo Olmedillo, Town Manager

Town Planner Sarah Sinatra provided a verbal update and stated that this item has to be in front of the Board as a first reading ordinance before January 2018.

10. Adjournment

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

Meeting adjourned at 10:41p.m.

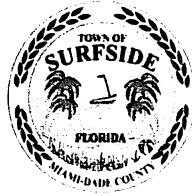
Respectfully submitted,

Accepted this ____ day of _____, 2017

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk



TOWN MANAGER'S REPORT SEPTEMBER 2017

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

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

2. **Interlocal Shuttle Update:** Due to the time required for the three municipalities' administrations (Surfside, Bal Harbour and Bay Harbor Islands) and FIU's team to vet the interlocal MOU, the October 2017 meetings of the three municipalities' elected officials are now earmarked for this item. FIU would begin work on the initiative that month.

3. **Development Application Status**

A. 9116 Harding – A site plan application for a 4 unit townhouse development has been received. A Development Review meeting was held November 2, 2016. Comments were provided and corrections were required. The plans were resubmitted and the second Development Review Group (DRG) was held on February 7, 2017 and a third DRG was held on May 18, 2017. The DIC meeting was held on June 1, 2017. The property has recently been sold and the new owner has added one property to the site for additional landscape purposes.

B. Surf Club Northwest Building – A site plan amendment was submitted on February 9, 2017. The DRG meeting was held on March 9. Revisions were required and were received on April 24, 2017. A DRG meeting was held on May 11, 2017. The DIC meeting was held on June 1, 2017. The Planning and Zoning Board meeting was held on August 31, 2017. A Town Commission hearing will be scheduled.

C. 8995 Collins – A site plan was submitted on May 19, 2017. A DRG meeting was held on June 19, 2017. The applicant has submitted the revised drawings and a second DRG meeting was held on August 24, 2017. Revisions are still required.

4. **Miami-Dade County League of Cities Meeting:** The Town of Surfside will be hosting the November 2017 Miami-Dade League of Cities meeting together with Bal Harbour and Bay Harbor Islands at a shared cost. The meeting will take place at the Sea View Hotel in Bal Harbour and the Town will contribute \$1,500.

TOWN DEPARTMENTS

5. **Code Compliance**

A. Code Violation Cases: As of August 28, 2017, the total number of active, open cases being managed is 154; of these cases, 85 cases are still under investigation and are working towards compliance, 4 cases are on-hold, 15 are in the Special Master hearing queue; 10 cases are in post-Special Magistrate action status, and 40 cases have been liened and remain unpaid. Properties with unpaid liens are sent reminder letters on a quarterly basis.

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

FY 16/17: 109 cases have paid/settled through August 28, 2017 for a total collection of \$37,787
FY 15/16: 152 cases paid/settled for a total of \$137,282

- C. Part-Time Code Compliance Officer: The position has been filled, and the Officer is working weekends and holidays.

6. Finance

- A. Budget to Actual Monthly Report – Reports attached: May, June, July 2017

B. Enterprise Resource Planning (ERP): The Town received two ERP proposals from Tyler Technologies, Inc. and Accela/Springbrook to replace the current SunGard computer software applications to a new central platform system to be used by all Town departments. Both proposals have been carefully reviewed with on-site presentations of their applications, off-site visits to other municipalities that use these ERP applications. Telephone calls were placed to distant cities that were not visited but were interviewed on their recommendations regarding the two ERP vendors and their ERP solutions. The Town is moving forward with Tyler Technologies, Inc. as the ERP provider by having the software as a Service Agreement reviewed by an attorney at Weiss Serota. The Attorney's review of the agreement is almost complete in order to move forward with a recommendation to the Town Commission for the September 12 meeting.

7. Information Technology

- IT is working with USA software to setup Email Notifications for the PD; scheduled completion for September 2017.
- IT is working with AT&T to finish the Metro E Upgrade to 100MB; scheduled completion for September 2017.
- IT has completed the Firewall and Exchange upgrades.
- IT is working on setting up a Public Wi-Fi for the Employees in Town Hall Building.

8. Police Department

- A. August 2017 Significant Incidents/Arrests

- Grand Theft Arrest - 08/08/2017: 8900 block of Carlyle Avenue. Two subjects were arrested and one was issued a juvenile civil citation.
- Attempted Occupied Burglary/Resisting with Violence/Simple Battery Arrest - 08/18/2017: 9000 block of Collins Avenue. The subject was arrested.

- B. Uniform Crime Report (UCR) January -June 2017


The Florida Department of Law Enforcement Uniform Crime Report for January – June 2017 has been released. Surfside had a significant reduction in Total Crimes, Violent Crimes and Property Crimes as

compared to the first six months of 2016. There were decreases in most Part 1 Crimes including Aggravated Assault, Burglary, and Larceny. Motor Vehicle Theft remained the same at three. Part 1 Crimes are Murder, Sexual Battery, Robbery, Aggravated Assault, Burglary, Larceny, and Motor Vehicle Theft. More significantly, our clearance rate increased from 27.5% to 45.5%. So the crimes that have committed, many have been cleared by arrests. Arrests for Part 1 Total Crimes increased by 4.2%. Overall arrests for all incidents decreased from 117 in 2016 to 56 in 2017. The reduction is most notable in narcotic and traffic arrests.

YEAR	INDEX TOTAL CRIMES	% CHANGE	VIOLENT CRIME	% CHANGE	PROPERTY CRIME	% CHANGE
2013	69	-15.9	5	-37.5	64	-13.5
2014	88	27.5	2	-60.0	86	34.4
2015	60	-31.8	5	150.0	55	-36.0
2016	91	51.7	9	80.0	82	49.1
2017	55	-39.6	5	-44.4	50	-39.0

C. Traffic Mitigation Update:

#	Initiatives	Update(s)
	Short Term (0 – 6 months)	
1	<p>95 Street & Harding Avenue (westbound), left Turn lane added.</p> <p>300 block of 95th Street (eastbound), right turn lane added.</p>	<p>On 04-27-2017, the traffic lanes in the 200 block of 95 Street, between Collins Avenue and Harding Avenue were modified to improve the traffic flow. New lane pavement markers delineate the new vehicular traffic flow for westbound traffic on 95 Street approaching Harding Avenue. The pavement markings allow vehicles to travel in two lanes west of the alleyway with one lane designated for travel westbound only on 95 Street across Harding Avenue, and the other lane designated as a left turn only lane for vehicles turning southbound onto Harding Avenue. Three parking spaces on the North East side of 95 Street & Harding Avenue have been eliminated to allow for a westbound travel lane.</p> <p>As of Tuesday 08-22-2017, the traffic flow in the 300 block of 95th Street, between Abbott Avenue and Harding Avenue, has been altered. The new lane pavement markers delineate the new vehicular traffic flow for eastbound traffic on 95th Street approaching Harding Avenue. The pavement markings allow vehicles to travel</p>

		<p>in two lanes east of the alleyway with one lane designated for travel eastbound only on 95th Street across Harding Avenue, and the other lane designated as a right turn only lane for vehicles turning southbound onto Harding Avenue. The loading zone at this location has been eliminated to allow for a right turn only lane. Please refer to the traffic diagram below.</p> 
2	New Stop Signs at all intersections west of Harding Avenue	<p>Public Works installed stop signs at the following locations:</p> <ul style="list-style-type: none"> • 89th Street & Byron Avenue (east-west) • 90th Street & Abbott Avenue (east-west) • 90th Street & Carlyle Avenue (east-west) • 92nd Street & Abbott Avenue (east-west) • 92nd Street & Carlyle Avenue (east-west)
3	New Stop Bar Reflectors	Completed
4	New Speed Bumps	<p>New speed bumps have been installed at the following locations:</p> <ul style="list-style-type: none"> • 8900 block of Abbott Avenue • 9100 block of Abbott Avenue • 9300 block of Abbott Avenue
5	Revisit Street Closure <ul style="list-style-type: none"> ○ 94th Street / Abbott Avenue 	Commission approved a motion against revisiting this item.
6	New Street Closure <ul style="list-style-type: none"> ○ Byron Avenue (northbound) at 88th Street 	Requires study, Miami-Dade County and Miami Beach approval. Pending meetings / agreements.
7	Loop Detector Installation	CGA was authorized to move forward with the preparation of the bid documents for the traffic loops at three signalized intersections along Harding Avenue. CGA will need to provide

		<p>updated scope of services and fee in order to provide traffic counts and traffic analysis at subject intersections (before and after traffic analysis) per commission request at 05/09/17 meeting.</p> <p>The east Stop Bar at 93 Street & Harding Avenue will be moved back.</p> <p>August 8, 2017, CGA submitted their additional service agreement for completing the before and after traffic analysis at the signalized intersections along Harding Avenue that new traffic loops are being installed. At the Commission meeting where the Post Design Services contract was approved, the Mayor and Commission asked if CGA could do a before and after analysis in order to evaluate the change in traffic operations at these subject intersections. The traffic counts are currently scheduled for the 29th, 30th or 31st of August (second week of regular school).</p>
8	Install a centerline curb on 95 th Street between Abbott and Byron Avenues	Public Works installed delineators to deter trucks from traveling west on 95 th Street.
9	Eliminate Crosswalks on Collins (north) & Harding (south) Avenues	FDOT stated that eliminating crosswalks would hinder pedestrian travel and further study would be required before they can agree to that recommendation.
10	Create Vehicular Circulation Plans for New Construction Projects <ul style="list-style-type: none"> o Minimize lane closures 	MOT's and circulation plans for new construction projects was a primary topic of discussion with FDOT and the surrounding jurisdictions representatives. A plan to improve the coordination of projects and to enhance communication by FDOT providing notice well in advance of all approved MOT's to the three jurisdictions was agreed upon. The early notice system has shown an improvement.
11	Evaluate Sidewalk Options	Commission approved a motion to continue to evaluate pedestrian safety options in Surfside.
12	Install traffic light at 96 th Street & Abbott Avenue Eliminate left hand turn at 96 th Street & Byron Avenue	Town Manager Olmedillo, Chief Allen, Captain Yero and Randy Stokes, from the Town and Eric Czerniejewsky from CGAS, spent a few hours with Ramon Sierra, FDOT District 6. Several simulations were run, and the result is that the back-up traffic in the east bound direction made

		<p>congestion worse on 96th Street. This will not allow the vehicles turning right from Byron to move, causing a longer back-up on Byron and creating additional congestion on Harding and Collins.</p> <p>FDOT will not eliminate the left turn at 96 Street & Byron Avenue.</p>
13	Install a crosswalk at 90 th Street & Harding Avenue (north side)	FDOT agreed to reconsider installing a traffic signal at the location, pending study (count). The Town installed traffic delineators designed to allow a left turn only onto Harding Avenue, preventing vehicles from traveling westbound across the intersection.
14	Send demand letters to mapping companies	Completed
	Intermediate Term (7 – 18 months)	
15	<p>Create 1-Way Streets</p> <ul style="list-style-type: none"> ○ 88th, 89th, 90th and 91st Street between Collins & Harding Avenues 	A Town meeting was held July 18 th , 2017, to present a new traffic pattern plan making 89 th Street one-way only for westbound vehicular traffic from Collins Avenue to Hawthorne Avenue and 90 th Street one-way only for eastbound vehicular traffic from Bay Drive to Collins Avenue.
16	<p>Design 91st Street Improvements</p> <ul style="list-style-type: none"> ○ Sidewalk, landscaping and buried utilities 	Pending design and engineering cost estimates.
	Long Term (19+ months)	
17	Gate the area west of Harding Avenue and create a special taxing district	This item is back in the commission discussion stage.
#	Parking / Taxis	Update
1	The Town of Surfside added 18 new single parking spaces and 2 loading zones in the streets that are east of Collins Avenue. These new parking spaces provide additional parking options for residents and visitors to our Town. The additional loading zones provide a safe location for trucks and other vehicles to deliver goods and services to residents.	<p>The additional parking spaces are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 88th Street (4 spaces) effective 06-01-2017 • 100 block of 90th Street (4 spaces) effective upon completion of on-going construction project • 100 block of 92nd Street (4 spaces) effective 06-01-2017

	<p>The total number of single parking spaces added is now 12.</p>	<ul style="list-style-type: none"> • 100 block of 96th Street (6 spaces) six single pay parking spaces were removed and the area was designated a Tow-Away Zone. <p>The additional loading zones are located in the following locations:</p> <ul style="list-style-type: none"> • 100 block of 89th Street - effective 06-01-2017 • 100 block of 94th Street - effective 06-01-2017
<p>2</p>	<p>Taxi Cab Stands added and changed.</p>	<ul style="list-style-type: none"> • The Taxi Cab Stand at 94th Street & Collins Avenue was reduced from (4) vehicles to (2) vehicles. • 94th Street & Harding Avenue (across from Publix) will have a (2) vehicle Taxi Cab Stand. * One metered parking space has been added. • In the 200 block of 92nd Street (North side in front of the Marriott) one metered parking space was removed and replaced with a (1) vehicle Taxi Cab Stand. • A (2) vehicle Taxi Cab Stand has been added to the south side of the 200 block of Collins Avenue.

D. High Holiday Detail: The High Holiday services begin on Wednesday evening, September 20, 2017 and end Saturday, October 14, 2017. The Surfside Police Department has increased police presence with assigned details for high visibility during the High Holidays in the areas of The Shul 9540 Collins Avenue, Young Israel 9592 Harding Avenue, Hechal Shalom Sephardic Congregation 310 95th Street and Magen David Sephardic Congregation 9348 Harding Avenue. The enhanced patrols will be concentrated before and after services when congregants from the surrounding area and neighboring communities are walking to and from these locations. In addition, Bal Harbour and Bay Harbor Islands Police Departments will assign officers to further augment patrols in the area.

E. Back to School: The new public school year began Monday, August 21, 2017. SPD conducted a First Week of School Plan that involves assisting Bay Harbor Islands PD with their school drop off and pick up zones. A Community Service Aide and a Parking Enforcement Officer were assigned to Bay Harbor Islands in the morning (drop off) and afternoon (pick up) peak times. Surfside officers were also assigned to monitor traffic in the 9500 block of Byron Avenue and the 96th Street Park area.

F. Police Events

- The 16th Citizens Police Academy class began on September 7, 2017 and will conclude on November 16, 2017 with a graduation ceremony. The classes will include K-9 Unit, Crime Scene Investigation, Homicide Investigation, Marine Patrol, SWAT, Police Involved Shootings, Officer Survival, Driving Range, Firearms Range, Fundamentals of Law and Miami-Dade Fire Rescue Department.
- The monthly Bike with the Chief is September 27 at Town Hall at 5:00 p.m.
- Coffee with the Cops is September 28 at Starbucks at 10:00 a.m.

Respectfully submitted:



Guillermo Olmedillo, Town Manager



Town of Surfside, FL

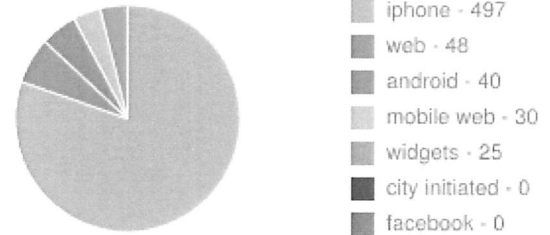
Between Jul 01, 2014 and Aug 21, 2017

640 issues were opened

630 issues were closed

The average time to close was 28.9 days.

Issues by Source



SERVICE REQUEST TYPE	OPENED	CLOSED	DAYS TO CLOSE
Other	160	158	20.0
Beach Issue	103	96	13.1
Parking Issue	70	70	3.4
Police (Safety Concern)	65	66	8.7
Code Compliance (Violation)	53	51	56.4
Street lights (PW)	35	35	182.5
Code Compliance (Safety Concern)	38	38	56.7
Utilities (Water/Sewer) (PW)	19	19	10.9
Construction Issues	17	17	11.5
Barking Dog	12	12	20.0
Dog Stations (P & R)	12	12	5.7
Drainage/Flooding (PW)	12	12	22.7
Solid Waste (Residential) (PW)	13	12	20.0
Surfside Dog Park (P & R)	6	6	1.4
96 Street Park (P & R)	5	5	0.2

Community Center (P & R)	4	4	0.1
Hawthorne Tot-Lot (P & R)	4	4	5.2
Beach Patrol	3	3	0.7
Dead Animal	3	3	21.0
Pothole (PW)	3	3	52.8
Graffiti (PW)	1	2	35.4
Solid Waste (Commercial) (PW)	2	2	0.1
Graffiti (in park) (P & R)	0	0	0.0
Veterans Park (P & R)	0	0	0.0

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2016/2017

AS OF

July 31, 2017

83% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

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Agenda Date: September 12, 2017

	ACTUAL	ANNUAL BUDGETED	% BUDGET
GOVERNMENTAL FUNDS			
<i>GENERAL FUND</i>			
REVENUE	\$ 12,733,549	\$13,531,474	94%
EXPENDITURES	10,454,113	\$13,531,474	77%
Net Change in Fund Balance	2,279,436		
Fund Balance-September 30, 2016 (Audited)	7,368,408		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 9,647,844</u>		
<i>TOURIST RESORT FUND</i>			
REVENUE	\$ 555,154	\$735,031	76%
EXPENDITURES	552,335	\$735,031	75%
Net Change in Fund Balance	2,819		
Fund Balance-September 30, 2016 (Audited)	363,407		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 366,226</u>		
<i>POLICE FORFEITURE FUND</i>			
REVENUE	\$ 58,088	\$50,592	115%
EXPENDITURES	35,429	\$50,592	70%
Net Change in Fund Balance	\$ 22,659		
Fund Balance-September 30, 2016 (Audited)	141,755		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 164,414</u>		
<i>TRANSPORTATION SURTAX FUND</i>			
REVENUE	\$ 184,369	\$294,799	63%
EXPENDITURES	144,797	\$294,799	49%
Net Change in Fund Balance	39,572		
Fund Balance-September 30, 2016 (Audited)	354,264		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 393,836</u>		
<i>BUILDING FUND</i>			
REVENUE	\$ 2,191,011	\$1,927,983	114%
EXPENDITURES	694,417	\$1,927,983	36%
Net Change in Fund Balance	1,496,594		
Fund Balance-September 30, 2016 (Audited)	0		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 1,496,594</u>		
<i>CAPITAL PROJECTS FUND</i>			
REVENUE	\$ 246,863	\$973,818	25%
EXPENDITURES	840,694	\$973,818	86%
Net Change in Fund Balance	(593,831)		
Fund Balance-September 30, 2016 (Audited)	1,154,352		
Fund Balance-July 31, 2017 (Reserves)	<u>\$ 560,521</u>		

NOTES:

* Many revenues for July 2017 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 \$198,405 of Prepaid Expenses. The balance of \$5,170,003 is unassigned fund balance (reserves).
- B. Resort Tax Revenues total collected through July 2017 is \$1,605,290 (\$555,154 is the Tourist Resort Fund and \$1,050,136 is the General Fund).

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
WATER & SEWER FUND			
REVENUE	\$ 2,711,913	\$3,359,624	81%
EXPENDITURES	2,263,260	\$3,359,624	67%
Change in Net Position	448,653		
Unrestricted Net Position-September 30, 2016 (Audited)	(2,827,890)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-July 31, 2017 (Reserves)	<u>\$ (613,918) C2</u>		
MUNICIPAL PARKING FUND			
REVENUE	\$ 931,102	\$1,706,356	55%
EXPENDITURES	1,137,396	\$1,706,356	67%
Change in Net Position	(206,294)		
Unrestricted Net Position-September 30, 2016 (Audited)	1,111,941		
Unrestricted Net Position-July 31, 2017 (Reserves)	<u>\$ 905,647</u>		
SOLID WASTE FUND			
REVENUE	\$ 1,579,034	\$1,786,275	88%
EXPENDITURES	1,392,397	\$1,786,275	78%
Change in Net Position	186,637		
Unrestricted Net Position-September 30, 2016 (Audited)	245,941		
Unrestricted Net Position-July 31, 2017 (Reserves)	<u>\$ 432,578</u>		
STORMWATER FUND			
REVENUE	\$ 440,269	\$684,143	64%
EXPENDITURES	315,470	\$684,143	46%
Change in Net Position	124,799		
Unrestricted Net Position-September 30, 2016 (Audited)	3,392,370		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-July 31, 2017 (Reserves)	<u>\$ 3,664,309</u>		

NOTES:(con't)

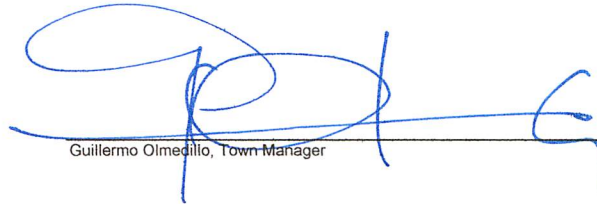
C1. The Restricted Net Position of \$1,765,319 includes \$1,522,319 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C2. The reserves balance of (\$613,918) is the result of a change in current net position as of July 2017 of \$448,653 net position as of September 30, 2016 of (\$2,827,890) 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



Guillermo Olmedillo, Town Manager

**Town of Surfside
Fund Balance (Reserves)**

7/31/2017

FUND	9/30/2014	9/30/2015	9/30/2016	7/31/2017
General	\$ 6,366,391	\$ 5,905,726	\$ 7,368,408	\$ 9,647,844
Tourist Resort	180,297	339,396	363,407	366,226
Police Forfeiture	159,626	113,431	141,755	164,414
Transportation Surtax	396,740	440,662	354,264	393,836
Building	-	-	-	1,496,594
Capital Projects	849,445	182,903	1,154,352	560,521
Water & Sewer	(3,501,884)	(2,705,871)	(2,827,890)	(613,918)
Municipal Parking	1,000,355	1,089,165	1,111,941	905,647
Solid Waste	116,662	340,391	245,941	432,578
Stormwater	3,838,412	4,051,768	3,392,370	3,864,309
Total	\$ 9,406,044	\$ 9,757,571	\$ 11,304,548	\$ 17,218,051

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2016/2017

AS OF

June 30, 2017

75% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

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Agenda Date: September 12, 2017

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$12,215,347	\$13,531,474	90%
EXPENDITURES	9,391,439	\$13,531,474	69%
Net Change in Fund Balance	2,823,908		
Fund Balance-September 30, 2016 (Audited)	7,368,408		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 10,192,316</u>		
TOURIST RESORT FUND			
REVENUE	\$ 501,586	\$735,031	68%
EXPENDITURES	500,209	\$735,031	68%
Net Change in Fund Balance	1,377		
Fund Balance-September 30, 2016 (Audited)	363,407		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 364,784</u>		
POLICE FORFEITURE FUND			
REVENUE	\$ 58,075	\$50,592	115%
EXPENDITURES	32,409	\$50,592	64%
Net Change in Fund Balance	\$ 25,666		
Fund Balance-September 30, 2016 (Audited)	141,755		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 167,421</u>		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 159,577	\$294,799	54%
EXPENDITURES	130,951	\$294,799	44%
Net Change in Fund Balance	28,626		
Fund Balance-September 30, 2016 (Audited)	354,264		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 382,890</u>		
BUILDING FUND			
REVENUE	\$ 2,154,113	\$1,927,983	112%
EXPENDITURES	635,309	\$1,927,983	33%
Net Change in Fund Balance	1,518,804		
Fund Balance-September 30, 2016 (Audited)	0		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 1,518,804</u>		
CAPITAL PROJECTS FUND			
REVENUE	\$ 246,624	\$973,818	25%
EXPENDITURES	840,694	\$973,818	86%
Net Change in Fund Balance	(594,070)		
Fund Balance-September 30, 2016 (Audited)	1,154,352		
Fund Balance-June 30, 2017 (Reserves)	<u>\$ 560,282</u>		

NOTES:

* Many revenues for June 2017 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 \$198,405 of Prepaid Expenses. The balance of \$5,170,003 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through June 2017 is \$1,447,930 (\$501,586 is the Tourist Resort Fund and \$946,344 is the General Fund).

ENTERPRISE FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
WATER & SEWER FUND			
REVENUE	\$ 2,455,551	\$3,359,624	73%
EXPENDITURES	1,955,569	\$3,359,624	58%
Change in Net Position	499,982		
Unrestricted Net Position-September 30, 2016 (Audited)	(2,827,890)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-June 30, 2017 (Reserves)	<u>\$ (562,589) C2</u>		
MUNICIPAL PARKING FUND			
REVENUE	\$ 810,286	\$1,706,356	47%
EXPENDITURES	1,065,555	\$1,706,356	62%
Change in Net Position	(255,269)		
Unrestricted Net Position-September 30, 2016 (Audited)	1,111,941		
Unrestricted Net Position-June 30, 2017 (Reserves)	<u>\$ 856,672</u>		
SOLID WASTE FUND			
REVENUE	\$ 1,443,032	\$1,786,275	81%
EXPENDITURES	1,296,778	\$1,786,275	73%
Change in Net Position	146,254		
Unrestricted Net Position-September 30, 2016 (Audited)	245,941		
Unrestricted Net Position-June 30, 2017 (Reserves)	<u>\$ 392,195</u>		
STORMWATER FUND			
REVENUE	\$ 397,105	\$684,143	58%
EXPENDITURES	279,703	\$684,143	41%
Change in Net Position	117,402		
Unrestricted Net Position-September 30, 2016 (Audited)	3,392,370		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-June 30, 2017 (Reserves)	<u>\$ 3,856,912</u>		

NOTES:(con't)

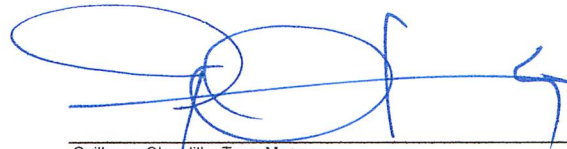
C1. The Restricted Net Position of \$1,765,319 includes \$1,522,319 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C2. The reserves balance of (\$562,589) is the result of a change in current net position as of June 2017 of \$499,982 net position as of September 30, 2016 of (\$2,827,890) 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



Guillermo Olmedillo, Town Manager

**Town of Surfside
Fund Balance (Reserves)**

6/30/2017

FUND	9/30/2014	9/30/2015	9/30/2016	6/30/2017
General	\$ 6,366,391	\$ 5,905,726	\$ 7,368,408	\$ 10,192,316
Tourist Resort	180,297	339,396	363,407	364,784
Police Forfeiture	159,626	113,431	141,755	167,421
Transportation Surtax	396,740	440,662	354,264	382,890
Building	-	-	-	1,518,804
Capital Projects	849,445	182,903	1,154,352	560,282
Water & Sewer	(3,501,884)	(2,705,871)	(2,827,890)	(562,589)
Municipal Parking	1,000,355	1,089,165	1,111,941	856,672
Solid Waste	116,662	340,391	245,941	392,195
Stormwater	3,838,412	4,051,768	3,392,370	3,856,912
Total	\$ 9,406,044	\$ 9,757,571	\$ 11,304,548	\$ 17,729,687

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2016/2017

AS OF

May 31, 2017

67% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

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Agenda Date: September 12, 2017

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGETED	% BUDGET
GENERAL FUND			
REVENUE	\$11,288,794	\$13,531,474	83%
EXPENDITURES	8,339,313	\$13,531,474	62%
Net Change in Fund Balance	2,949,481		
Fund Balance-September 30, 2016 (Audited)	7,366,408		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 10,317,889</u>		
TOURIST RESORT FUND			
REVENUE	\$ 425,884	\$735,031	58%
EXPENDITURES	469,566	\$735,031	64%
Net Change in Fund Balance	(43,682)		
Fund Balance-September 30, 2016 (Audited)	363,407		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 319,725</u>		
POLICE FORFEITURE FUND			
REVENUE	\$ 26,539	\$50,592	52%
EXPENDITURES	30,518	\$50,592	60%
Net Change in Fund Balance	\$ (3,979)		
Fund Balance-September 30, 2016 (Audited)	141,755		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 137,776</u>		
TRANSPORTATION SURTAX FUND			
REVENUE	\$ 143,577	\$294,799	49%
EXPENDITURES	117,510	\$294,799	40%
Net Change in Fund Balance	26,067		
Fund Balance-September 30, 2016 (Audited)	354,264		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 380,331</u>		
BUILDING FUND			
REVENUE	\$ 1,728,758	\$1,927,983	90%
EXPENDITURES	547,970	\$1,927,983	28%
Net Change in Fund Balance	1,180,788		
Fund Balance-September 30, 2016 (Audited)	0		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 1,180,788</u>		
CAPITAL PROJECTS FUND			
REVENUE	\$ 221,413	\$973,818	23%
EXPENDITURES	807,309	\$973,818	83%
Net Change in Fund Balance	(585,896)		
Fund Balance-September 30, 2016 (Audited)	1,154,352		
Fund Balance-May 31, 2017 (Reserves)	<u>\$ 568,456</u>		

NOTES:

* Many revenues for May 2017 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 \$198,405 of Prepaid Expenses. The balance of \$5,170,003 is unassigned fund balance (reserves).

B. Resort Tax Revenues total collected through May 2017 is \$1,225,827 (\$425,844 is the Tourist Resort Fund and \$799,983 is the General Fund).

ENTERPRISE FUNDS

ACTUAL

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

WATER & SEWER FUND

REVENUE	\$ 2,151,521	\$3,359,624	64%
EXPENDITURES	1,839,579	\$3,359,624	55%
Change in Net Position	311,942		
Unrestricted Net Position-September 30, 2016 (Audited)	(2,827,890)		
Restricted Net Position	1,765,319 C1		
Unrestricted Net Position-May 31, 2017 (Reserves)	\$ (750,629) C2		

MUNICIPAL PARKING FUND

REVENUE	\$ 723,433	\$1,706,356	42%
EXPENDITURES	973,855	\$1,706,356	57%
Change in Net Position	(250,422)		
Unrestricted Net Position-September 30, 2016 (Audited)	1,111,941		
Unrestricted Net Position-May 31, 2017 (Reserves)	\$ 861,519		

SOLID WASTE FUND

REVENUE	\$ 1,297,491	\$1,786,275	73%
EXPENDITURES	1,154,596	\$1,786,275	65%
Change in Net Position	142,895		
Unrestricted Net Position-September 30, 2016 (Audited)	245,941		
Unrestricted Net Position-May 31, 2017 (Reserves)	\$ 388,836		

STORMWATER FUND

REVENUE	\$ 353,021	\$684,143	52%
EXPENDITURES	258,379	\$684,143	38%
Change in Net Position	94,642		
Unrestricted Net Position-September 30, 2016 (Audited)	3,392,370		
Restricted Net Position	347,140 C3		
Unrestricted Net Position-May 31, 2017 (Reserves)	\$ 3,834,152		

NOTES:(con't)

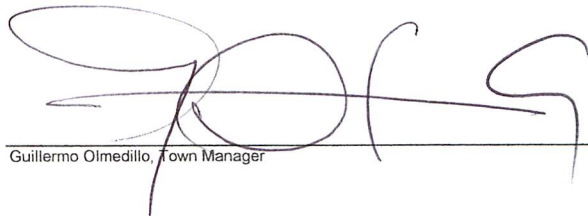
C1. The Restricted Net Position of \$1,765,319 includes \$1,522,319 for renewal and replacement, and \$243,000 for State Revolving Loan reserves.

C2. The reserves balance of (\$750,629) is the result of a change in current net position as of May 2017 of \$311,942 net position as of September 30, 2016 of (\$2,827,890) 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



Guillermo Olmedillo, Town Manager

**Town of Surfside
Fund Balance (Reserves)
5/31/2017**

FUND	9/30/2014	9/30/2015	9/30/2016	5/31/2017
General	\$ 6,366,391	\$ 5,905,726	\$ 7,368,408	\$ 10,317,889
Tourist Resort	180,297	339,396	363,407	319,725
Police Forfeiture	159,626	113,431	141,755	137,776
Transportation Surtax	396,740	440,662	354,264	380,331
Building	-	-	-	1,180,788
Capital Projects	849,445	182,903	1,154,352	568,456
Water & Sewer	(3,501,884)	(2,705,871)	(2,827,890)	(750,629)
Municipal Parking	1,000,355	1,089,165	1,111,941	861,519
Solid Waste	116,662	340,391	245,941	388,836
Stormwater	3,838,412	4,051,768	3,392,370	3,834,152
Total	\$ 9,406,044	\$ 9,757,571	\$ 11,304,548	\$ 17,238,843



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

TO: Town Commission

FROM: Lillian Arango, Town Attorney

CC: Guillermo Olmedillo, Town Manager

DATE: August 31, 2017

SUBJECT: Office of the Town Attorney Report for September 12, 2017

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

July 11, 2017 – Town Commission Quasi-judicial Meeting

July 11, 2017 – Town Commission Meeting

August 31, 2017 – Sustainability Subcommittee Meeting

August 31, 2017 – Design Review Board and Planning and Zoning Board Meeting

July 25, 2017 – Tourist Board Meeting

September 12, 2017 – Town Commission Quasi-judicial Meeting

September 12, 2017 – Town Commission Meeting

Preparation and Review of agenda materials:

- Town Commission Meeting
- Design Review Board and Planning and Zoning Board Meeting
- Members of the firm drafted the resolutions and ordinances for these meetings in addition to drafting or assisting with the preparation of a number of the communications and

reviewing, revising and, as appropriate, negotiating the legal requirements of the relative agreements and supporting documents.

Commission support:

Members of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We appreciate your support as we have worked to transition the office, fine-tune schedules, and evaluate and adjust prior practices. Transitions are always challenging, but often a time to make improvements or adjustments which will improve quality or service.

Staff support:

Members of the firm have met with and provided extensive support to staff with application review, contract and agreement review, code enforcement, building permit and enforcement issues, research, document review, legal review of various issues, and Town Code interpretation and application.

Key issues:

The workload has been diverse and has included specific issue support to every department. Key issues have included:

- Revamping and completion of the election charter revision
- Review, evaluation and revision of the Commission and Committee procedures
- Preparation for budget adoption
- Finalization of Tyler Technologies contract and materials
- Various quasi-judicial applications
- Haulover Skate Park
- Tri-City Circulator

Litigation:

New information is provided for the following cases or claims:

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

1. 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. Hearing on the merits with oral argument is scheduled for September 6, 2017.
2. Aceto and Muhammad v. Town of Surfside – Case No. 16-490-AP. Christopher Aceto and Adilah S. Muhammad, as property owners were cited and the Special Master found they had violated the Town’s Code of Ordinances by failing to register and pay fees and resort taxes on the short-term rental of their residential condominium. They appealed the order of the Special Magistrate. All briefs have been completed. On August 29, 2017, the Town received notice the item has been set for review by the Court for November 16, 2017, without oral argument.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County. Matters which we will continue to work on, some of which you may anticipate in the upcoming months include issues related to medical marijuana, sign code revisions, short term rental provisions, and lobbying registration and restrictions.



**TOWN OF SURFSIDE
PENSION BOARD MEETING**
Tuesday, May 2, 2017 – 2:00 p.m.

9293 Harding Avenue - Town Hall – Commission Chambers

MINUTES

Pension Board Members

Guillermo Olmedillo
Sgt. Julio E. Torres
N. Abraham Issa
Yamileth “Yami” Slate-McCloud
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 Chair, Abraham Issa at 2:07pm

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

Also in attendance were Frank Wan on behalf of Burgess Chambers, Grant McMurry from Highland Capital Management, Robert & Anna Klausner of Klausner & Kaufman, Donald Nelson, Finance Director for the Town of Surfside, Mayte Gamiotea, Third Party Administrator, Assistant Town Manager, Duncan Tavares, Frantza Duval, Recording Clerk, Sgt. Patrick McKenna, Lt. John Bambis, Officer Loxley Arch III, and Officer Joseph Matthews.

Larry Wilson of Gabriel Roeder, Smith & Company was not present.

2. Approval of Minutes

a. Regular Pension Board Meeting – February 2, 2017

MOTION:

The Town of Surfside Pension Board recommended approval of the February 2, 2017 minutes of the Regular Board meeting. Staci Shanahan moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

3. Agenda Additions and Deletions

Sgt. Patrick McKenna requested that the Board would include on the agenda the request for Board to pay for researching the cost to buy back time.

4. Public Participation

None.

5. Reports and Updates

a. Burgess Chambers & Associates

Frank Wan provided an overview of the quarter ending March 31, 2017. During the quarter, the Retirement Plan earned \$658K or +3.4% (+3.3% net), slightly behind the strategic model (+3.8%). The top three performing assets were: EuroPacific (+9.4%), SPDR S&P 500 (+5.9%), and SPDR Barclays Convertibles (+5.9%). For the 12-month period, the Plan earned \$2.1 million or +11.9% (+11.5% net), ahead of the strategic model (+11.7%) and ranked in the top 21st percentile.

For the rolling three and five-year periods, the Plan earned +6.2% and +7.9% and ranked in the top 21st and 40th percentiles, respectively.

Frank Wan presented his recommendation for Charles Schwab U.S. REIT ETF as an alternative to iShares Cohen & Steers REIT ETF, in which we are currently invested in. Frank Wan advised that the expense ratio for iShares is 0.35%, which is a passively managed Cohen & Steers index as opposed to Charles Schwab Dow Jones REIT index that has an expense ratio of 0.07%, which can assist in saving 28 basis points in fees.

MOTION:

The Town of Surfside Pension Board recommended approval of switching from iShares Cohen & Steers REIT ETF to Charles Schwab U.S REIT ETF. Guillermo Olmedillo moved; Staci Shanahan seconded. The motion passed unanimously.

Frank Wan also presented, for informational purpose, Parametrics, which started a mutual fund with 50% of covered cost for defensive equity. In searching for a defensive equity like exposure, Frank Wan informed the Board that Parametrics is now available at 55 basis points, which is relatively cheaper than a hedge fund alternative. Frank Wan also advised that this correlates at 100% with the market. It is a beta reduction.

- b. Highland Capital Management
Grant McMurray provided an overview of the Investment Review for the Quarter. Grant McMurray advised that international bonds can have a negative correlation as it relates to currency.

Frank Wan will come back with additional educational information on multi-sector unconstrained bonds.

- c. Klausner & Kaufman
 - Ronald Browning Update
Robert Klausner recommended closing the file and writing the case off as a lesson learned. Pursuing judgement from the State against the individual may be difficult. Mr. Klausner recommends that checks be put into place to verify whether an individual is alive or deceased. Mayte Gamiotea advised that implementations of this sorts is how they were able to determine Mr. Browning was deceased. Mr. Klausner stated that they will still pursue obtaining the money from the bank. He stated that if it requires litigation he will notify the Board.

6. Administrator

- a. Police 185 Fund
Yamileth Slate-McCloud provided an explanation on how the Police 185 Fund works. Loxley Arch provided a listing of Plan Changes as Required by Chapter 185, Florida Statute with an Actuarial Cost Impact – Police Officer Price Tags. Officer Arch advised that the Town’s sworn members voted on which provision they would like to purchase with the 185 Fund money to satisfy the states’ requirement. The Police 185 Fund would then cut a check to the Town’s Pension Plan in order to make the purchase. Donald Nelson advised that doing this would also require an ordinance amendment as well as an impact statement from the actuarial.

Officer Arch presented the following options:

Provision	Current Provision	Required Provision	Annual Cost	% of Payroll
1. Normal (unreduced) Form of payment for retirement, disability and termination benefits	Monthly annuity payable for life.	Monthly annuity payable for <u>120 months certain and _____ life thereafter.</u>	\$26,316	1.1%

2.Normal Retirement Date	Earliest of (1) age 62 and 5 years of creditable service, (2) age 52 and 20 years of creditable service, (3) completion of 25 years creditable service or (4) 15 years and 4 months of creditable service if hired on a full time basis in March 2003	Earliest of (1) age 62 and 5 years of creditable service, (2) age 52 and 20 years of creditable service, (3) completion of 25 years of creditable service, (4) 15 years and 4 months of creditable service if hired on a full time basis in March 2003 or (5) <u>age 55 and 10 years of creditable service</u>	\$31,553	1.3%
3.Early Retirement	Earlier of (1) 20 years of creditable service or (2) age 55 and 15 years of creditable service. Reduced 6% for each year that benefit commencement precedes normal retirement date.	Earlier of (1) 20 years of creditable service or (2) <u>age 50 and 10 years of creditable service.</u> Reduced <u>3%</u> for each year that benefit commencement precedes normal retirement date.	\$6,114	0.3%
4.Service Connected Disability Benefit	75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability.	<u>Greatest of (1) 75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability, (2) 42% of average final compensation as of date of</u>	\$3,145	0.1%

Non Service Connected Disability Benefit	Accrue benefit as of date of disability	<u>disability or (3) accrued benefit as of date of disability).</u> <u>Greater of (1) accrued benefit as of date of disability or (2) 25% of average final compensation as of date of disability with 10 years of creditable service.</u>		
5.Survivor Benefit	Refund of member's accumulated contributions.	Greater of (1) refund of member's accumulated contributions or (2) accrued benefit payable for 10 years certain only at normal retirement date or reduced at early retirement date with 10 years of creditable service.	\$11,585	0.5%

MOTION:

The Town of Surfside Pension Board recommended approval to recommend to the Town Commission the modification in the Pension Plan to allow for the additional benefits for sworn officers number 1, 3, 4, and 5, as listed above. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Yamileth Slate-McCloud wanted the record to reflect that the amounts for the annual cost listed can change with the impact statement.

Donald Nelson reiterated that the ordinance will need to be amended to reflect the changes and would need to go before the Town Commission for two readings. Yamileth Slate-McCloud suggested amending the title changes for Senior Management Employees since the ordinance will be amended and go before the Town Commission.

MOTION:

The Town of Surfside Pension Board recommended approval giving direction to have the Pension Board Attorney amend the ordinance to include the name Assistant Town Manager and have the title read all Directors. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

b. Electronic Reporting

Mayte Gamiotea informed the Board that the Pension Attorney spoke on the mandatory electronic reporting of the annual report for the general plan. Mayte Gamiotea stated that she's currently waiting on a user id and password to send the annual report.

c. Consultant Scheduling

Mayte Gamiotea advised that she has been in contact with the custodial SunTrust and they will be in attendance at the August 3, 2017 meeting. Mayte Gamiotea inquired if an evaluation of the consultants is being conducted at the meeting. Yamileth Slate-McCloud advised that this more of an opportunity to have an open dialogue of what they could possibly need from us or vice-versa.

d. Forms Review

Mr. Robert Klausner advised that utilizing uniform forms is necessary. Included in the agenda packet was the "West Melbourne Police Pension Fund Acknowledgement Form for Selection of Payment Option" form. Ms. Anna Klausner advised that this particular form is a perfect form to utilize for the Town. She suggested adding the option of: "Lifetime payments with sixty-six and two-thirds percent" with the option being provided to the general employees, as it's by state statute given as an option to Police.

Yamileth Slate-McCloud advised that in regards to the Designation of Beneficiary form she is looking to see language regarding the IRS requirements. Yamileth Slate-McCloud spoke about a deceased retiree who listed a beneficiary who does not have a social security number and has been unable to start receiving benefits. She feels that staff should be notified in writing that a social security number is needed prior to making their selections.

Mr. Klausner advised that he can add language that addresses that concern. He can also have someone draft the document in Spanish as well. Yamileth Slate-McCloud inquired if the document can be drafted in Creole as well. Mr. Klausner advised that he knows some people who can draft Creole documents within the City of Miramar and he can reach out to them for assistance on the form.

MOTION:

The Town of Surfside Pension Board recommended approval having council amend the forms as recommended. Guillermo Olmedillo moved; Yamileth Slate-McCloud seconded. The motion passed unanimously.

Guillermo Olmedillo suggested reaching out to the County to see if they offer translation services as most of their documents are printed in English, Spanish, and Creole. Yamileth Slate-McCloud advised that she would look further into this item.

7. Approval of Invoices

MOTION:

The Town of Surfside Pension Board recommended approval of the invoices. Yamileth Slate-McCloud moved; Staci Shanahan seconded. The motion passed unanimously.

8. New/Old Business

Sgt. Patrick McKenna advised that a few of the Police staff were looking to buy back time for prior law enforcement/military service for up to six years. Yamileth Slate-McCloud advised making the change could possibly require a change in the ordinance. Sgt. McKenna is inquiring if the Pension Board would pay to have the actuarial study done. Yamileth Slate-McCloud advised that when she last looked into this item the cost was roughly \$350-375 per request. Frank Wan advised that in other plans that he manages they generally provide the first request for free and anything after that would be at the cost of the individual. Yamileth Slate-McCloud is in favor of the process only if the individual is serious about buying back the time. Guillermo Olmedillo suggested putting a cap on the amount and leave it as a first-come, first serve basis.

MOTION:

The Town of Surfside Pension Board recommended approval to have each police officer member to solicit an actuarial calculation to purchase up to six years of prior law enforcement/military service time during their term of employment with the Town and that the Board agrees to pay for the first (one-time) calculation and any subsequent year is at the expense of the police member. Yamileth Slate-McCloud moved; Guillermo Olmedillo seconded. The motion passed unanimously.

9. Trustees' Comments/Concerns

Yamileth Slate-McCloud wanted to thank Klausner for putting up a great conference this year.

Mayte Gamiotea advised of the upcoming FPPTA conference occurring June 25-28, 2017.

10. Next Regular Scheduled Meeting Date

August 3, 2017 (Thursday) 2:00pm

11. Adjournment

There being no further business to come before the Board, the meeting unanimously adjourned at 4:28 pm with the motion made by Yamileth Slate-McCloud.; receiving a second from Staci Shanahan.

Accepted this 3 day of August, 2017

N. Abraham Issa
Member (Print)

[Handwritten Signature]
Signature

Attest.
[Handwritten Signature]
Frantza Duval
Recording Clerk



Town of Surfside

SUSTAINABILITY SUB COMMITTEE MEETING MINUTES

May 25, 2017 – 6:00 p.m.

Town Hall Police Training Room

9293 Harding Ave, 2nd Floor, Surfside, FL 33154

1. Call to Order/Roll Call

The meeting was called to order by Chair Kousoulas at 6:00 p.m.

The following were present:

- Chair Kousoulas
- Vice Chair Goldenberg
- Lou Cohen
- Deborah Cimadevilla

Absent: Moshe Behar

Also present:

- Guillermo Olmedillo, Town Manager
- Jane Graham, Assistant Town Attorney
- Duncan Tavares, Acting Asst. Town Manager
- Sarah Sinatra Gould, Town Planner
- Mayor Daniel Dietch, Commission Liaison
- Elora Riera, Deputy Clerk

2. Approval of Minutes – April 27, 2017

Committee member Cohen moved to approve the minutes as written. Committee member Cimadevilla seconded the motion which passed 4-0.

3. Revised Crossover Code Language – Verbal Update

Town Planner Sinatra advised the Board that per their request, this item will be heard by the Planning and Zoning Board at their meeting tonight. To answer Chair Kousoulas' concern, she stated that the Planning and Zoning Board will also be discussing the "give a foot, get a foot" item at their meeting as well.

4. LEED Requirements

Town Planner Sinatra provided a memo showing some options on language. The Town can either be LEED Silver certified or have it memorialized in the Code and codified to what the current practice is which is following the guidelines of LEED Silver.

Committee member Cohen made a motion to accept guideline #2 and to amend the requirement for Florida green lodging certification. Vice Chair Goldenberg seconded the motion which passed 3-1 with Chair Kousoulas in opposition.

Committee member Cimadevilla made a motion to reconsider. Passing the gavel, Chair Kousoulas seconded the motion which passed 3-1 with Committee member Cohen in opposition.

After some discussion, Committee member Cimadevilla made a motion to accept guideline #1 and to amend the requirement for Florida green lodging certification. Vice Chair Goldenberg seconded the motion which passed 4-0.

5. Setbacks for Fences

Town Planner Sinatra explained that the code requires 10 ft. of landscaping as a buffer against the property line. Therefore, if an additional setback were to be required adjacent to the hardpack, the Town would need an additional 10 ft. to accommodate the contiguous landscape buffer. The option would be to have the language read that the properties that are on the beach could not put the fence on the eastern portion of the buffer and it would have to be on the western portion of the buffer.

Chair Kousoulas distributed some photos. Discussion ensued regarding the landscaping versus fencing being used as a buffer.

Vice Chair Goldenberg made a motion to defer this item for the next meeting and to add cross section to this item. Committee member Cimadevilla seconded the motion which passed 4-0.

6. Beach Maintenance Update

Assistant Town Manager Tavares commented that he provided some of the questions the Committee had to the Public Works Department which were answered and provided to the Committee in a memo.

To answer Vice Chair Goldenberg's concern for lack of trash cans by the showers, Town Manager Olmedillo advised the Committee that there are lines of trash cans on the beach.

To answer Committee member Cimadevilla's concern for recycling bins, Mayor Dietch advised the Committee that recycling containers have been installed at almost every street end.

7. Public Comment

There was no public comment.

8. Adjournment

Committee member Cimadevilla moved to adjourn the meeting at 7:00 p.m. Committee member Cohen seconded the motion which passed 4-0.

Respectfully submitted:



Elora Riera, Deputy Clerk

Adopted by the Board on this 31 day of August, 2017



George Kousoulas, Chair



**Town of Surfside
DESIGN REVIEW BOARD/
PLANNING & ZONING BOARD
MINUTES**

June 29, 2017 – 7:00 p.m.

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

DESIGN REVIEW BOARD

1. Call to Order/Roll Call

Vice Chair Judith Frankel called the meeting to order at 7:01 p.m.

Deputy Town Clerk Elora Riera called the roll with the following members present: Vice Chair Judith Frankel, Board Member Brian Roller, Board Member Gregg Covin, Board Member Peter Glynn and Board Member Richard Iacobacci. Board Member Jorge Gutierrez and Chair Lindsay Lecour were absent.

2. Approval of Minutes – May 25, 2017

Board Member Iacobacci made a motion to adopt the minutes, the motion received a second from Board Member Roller and all voted in favor.

3. DESIGN REVIEW BOARD APPLICATIONS:

A. 500 Surfside Blvd (Fence & Trellis)

The applicant appeared in front of the Board at the May 25, 2017 meeting and the Board requested further clarification from the applicant on the proposed fence, landscaping and trellis. The Board also requested the applicant discuss the proposed trellis with the adjacent property owner.

Board Member Glynn made a motion to approve with staff conditions which are as follows:

1. Proposed fence along frontage of property needs to verify 50% opacity maximum at building permit;
2. Roof Deck note shall be removed on Sheet A2.02;
3. Proposed driveway material shall be verified at building permit;
4. Design Review Board should supply an interpretation on proposed trellis in rear yard. Accessory structures in rear yard require a 5-foot setback which the proposed trellis meets, however, trellis is attached to the house and staff

does not interpret the trellis as an accessory structure and requires a 20-foot setback.

The motion received a second from Board Member Covin and all voted in favor.

B. 801 90th Street (Pool & Fence)

The applicant is requesting to install a pool in the front setback area of the property with a four-foot-high aluminum rail fence along the front portion of their property with a six-foot-high hedge.

Board member Roller made a motion to approve as applied with 6 feet hedge and 10 inches setback to allow for the hedges to be planted. The motion received a second from Board Member Covin. The motion failed 2-3 with Board Member Glynn, Board Member Iacobacci and Vice Chair Frankel voting in opposition.

Board Member Peter Glynn made a motion to approve with the 6-foot hedges allowed on Emerson Avenue, 4-foot hedge on front along 90th street and 10 inches setback to allow for hedges to be planted and not encroach into the public right of way. The motion received a second from Board Member Iacobacci and all voted in favor.

C. 1440 Biscaya Drive (Fence)

The applicant is requesting a five-foot-high decorative aluminum style fence along the front portion of their property with a proposed swing gate at the driveway and a pedestrian gate. In addition, the applicant is proposing to remove two (2) existing pillars and an existing driveway approach as part of the project.

Board Member Glynn made a motion to approve with staff conditions and detailed drawing in rendering to be used consistently throughout. The motion received a second from Board Member Iacobacci and all voted in favor.

D. 8811 Emerson Avenue (Addition)

The applicant is requesting a 334.7 square foot addition to the rear side of the house with a covered terrace.

Board Member Iacobacci made a motion to defer to the next meeting. The motion received a second from Board Member Glynn and all voted in favor.

E. 9300 Collins Avenue (Balcony Addition)

The Eden Residences is requesting to modify to add two (2) balconies on the east elevation of the building.

Board Member Covin made a motion to approve as recommended. The motion received a second from Board Member Iacobacci and all voted in favor.

F. 9437 Harding Avenue (Sign)

The applicant is requesting one (1) illuminated wall sign for a T-Mobile retail business. The applicant is proposing internal illuminated acrylic faced channel letters.

Board Member Covin made a motion to approve with the following recommendations:

1. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
2. The wall face shall be reconditioned and painted as necessary.

The motion received a second from Board Member Roller and all voted in favor.

G. 9540 Byron Avenue (Garage Conversion)

The applicant is requesting to convert their detached garage in the rear of the property to a cabana.

Board Member Peter Glynn made a motion to approve with the following conditions:

1. The existing driveway permit should be adjusted to reflect the proposed landscaping in front of the cabana.
2. Existing side driveway allowed to be $\pm 30'$ (notch in house) with remaining area to be in landscaping.

The motion received a second from Board Member Roller and all voted in favor.

H. 9585 Harding Avenue (Sign)

The applicant is requesting one (1) non-illuminated wall sign for an existing real estate business. The applicant is proposing aluminum reverse channel letters.

Board Member Covin made a motion to approve with the following recommendations:

1. Maximum allowed size of sign is 25 square feet. At time of Building Permit, the actual size of the sign shall be verified with corrected dimensions.
2. External illumination per code requirements is required to be added at time of Building Permit and all electrical features shall be concealed.
3. Proposed sign shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face.
4. The wall face shall be reconditioned and painted as necessary.

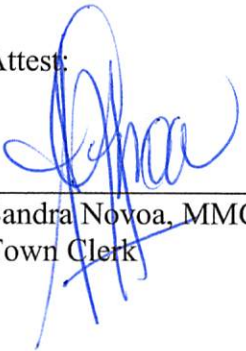
4. Adjournment

There being no further business, the meeting adjourned at 8:49 pm.

Accepted this 31ST day of August, 2017


Chair Lindsay Lecour

Attest:


Sandra Novoa, MMC
Town Clerk

PLANNING & ZONING BOARD

1. Call to Order/Roll Call

Vice Chair Judith Frankel called the meeting to order at 8:49 p.m.

Deputy Clerk Elora Riera called the roll with the following members present: Vice Chair Judith Frankel, Board Member Brian Roller, Board Member Peter Glynn and Board Member Richard Iacobacci. Chair Lindsay Lecour was absent. Commissioner Daniel Gielchinsky attended as liaison.

2. Commissioner Daniel Gielchinsky- Town Commission Liaison Report

Commissioner Gielchinsky provided a verbal update on different Town issues.

3. Planning and Zoning Board Member – Sustainability Subcommittee Liaison Report

Town Planner Sarah Sinatra provided an update.

4. Approval of Minutes – May 25, 2017

Board Member Roller made a motion to approve the minutes. The motion received a second from Board Member Glynn and all voted in favor.

5. Discussion Items:

A. Verbal Update of Pedestrian Circulation Program

Town Manager Guillermo Olmedillo provided the Planning and Zoning Board members with an update on this item and what transpired during the July 18, 2017 meeting with Town residents.

B. Verbal Update of Sea Level Rise Initiatives

Town Manager Guillermo Olmedillo provided the Planning and Zoning members with an update on Sea Level Rise Initiatives.

Town resident Debbie Cimadevilla spoke on this item.

C. Future Agenda Items

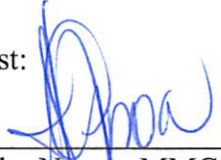
Board Member Glynn spoke about the give a foot, take a foot and the possibility to have the Town Commission discuss the item.

6. Adjournment

There being no further business, the meeting adjourned at 9:32 pm.

Accepted this 31st day of August, 2017


Chair Lindsay Lecour

Attest:

Sandra Novoa, MMC
Town Clerk



Town of Surfside Commission Communication

Agenda Item # 3E

Agenda Date: September 12, 2017

Subject: Strategic Miami Area Rapid Transit (SMART) Plan Resolution


Background: At the April 13, 2017 Town Commission meeting, Miami-Dade County Commissioner Sally A. Heyman requested support of the Miami-Dade Transportation Planning Organization's (TPO) transit expansion through the SMART Plan.

Analysis: The TPO approved a policy for the advancement of six (6) rapid transit corridors and transit supportive projects throughout the County. The Northeast Corridor, one of the six (6) corridors identified, connects Aventura to Downtown Miami. It is of particular importance to Surfside given its proximity and lack of mass transit alternatives.

Budget Impact: None.

Staff Impact: None.

Recommendation: The Administration recommends supporting the TPO's transit expansion through the SMART Plan and urging the TPO and County to pursue funding solutions to implement the plan.


Guillermo Olmedillo, Town Manager

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE TOWN COMMISSIONER OF THE TOWN OF SURFSIDE, FLORIDA ENDORSING AND SUPPORTING THE EXPANSION OF THE NEW STARTS TRANSIT PROGRAM (NSTP) TO FACILITATE FUNDING FOR THE STRATEGIC MIAMI AREA RAPID TRANSIT (SMART) PLAN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Miami-Dade County is suffering from severe traffic congestion involving an increasing amount of its roadways and for an increasing amount of time; and

WHEREAS, this congestion has a detrimental effect on the quality of life for residents of Miami-Dade County, the prosperity of our local business community, and the economic climate of the area as a whole; and

WHEREAS, the Town of Surfside (“Town”) Commission advocates sound policy proposals that will benefit Town residents and businesses and the whole Miami-Dade County community; and

WHEREAS, alleviating the severe congestion negatively impacting our community, will provide better quality of life for residents, provide better access to local businesses, and benefit the local cities; and

WHEREAS, Miami-Dade County (“County”) and the Miami-Dade Metropolitan Planning Organization (“MPO”) have proposed the Strategic Miami Area Rapid Transit (SMART) Plan; and

WHEREAS, the SMART Plan intends to advance six (6) of the rapid transit corridors, which primarily features six (6) rapid transit corridors that include both bus rapid transit and fixed-guideway transit projects, that once completed, will connect all parts of the County to a holistic public transit system; and

WHEREAS, completion of all six (6) corridors will require substantial funding and coordination from Federal, State, and Local governments; and

WHEREAS, in 2005, the Florida Legislature established the New Starts Transit Program ("NSTP") to assist local governments in developing and constructing fixed-guideway and bus rapid transit projects to accommodate and manage urban growth and development; and

WHEREAS, qualifying projects of NSTP include rail transit and bus rapid transit systems; and

WHEREAS, all of the major projects identified by the SMART Plan would potentially be eligible for funding under this program; and

WHEREAS, by allowing additional State of Florida funds to be leveraged, it will add security to the funding model for the SMART Plan in the event that individual projects are not approved for federal funding and increase the cost feasibility of the plan as a whole; and

WHEREAS, the SMART plan is essential to improving a rapidly growing metropolitan area like Miami-Dade County, but NSTP funds are vital to its success, thus the Town Commission advocates prioritizing the Expansion of the New Starts Transit Program to Facilitate Funding for the Strategic Miami Areas Rapid Transit Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA to endorse and support the expansion of the NSTP to facilitate funding for the SMART Plan.

Section 1. **Recitals Adopted.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Endorsement and Support for Expansion of NSTP to Facilitate Funding for the SMART Plan. The Town Commission endorses and supports the expansion of the NSTP to facilitate funding for the SMART Plan.

Section 3. Implementation. The Town Mayor and/or Town Officials are authorized to take all action necessary to implement the purposes of this Resolution.

Section 4. Direction to the City Clerk. The Town Commission hereby directs the Town Clerk to transmit a copy of this resolution to the Board and Members of the Miami-Dade League of Cities.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of September, 2017.

Motion by _____

Seconded 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:

Weiss Serota Helfman Cole and Bierman, P.A.
TOWN ATTORNEY



Town of Surfside Commission Communication

Agenda Item # 4B1

Agenda Date: September 12, 2017

Subject: Pension ordinance adopting Chapter 185 minimum benefits for police officers along with other changes to the ordinance.

Background: The Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside ("Retirement Plan"). The Retirement Plan is governed by Chapter 185, Florida Statutes ("Chapter 185"), with regard to the police membership. Chapter 185 requires the adoption of specified minimum benefits for police officers. The Retirement Plan receives premium taxes to fund the cost of minimum benefits for the police membership. The actuary for the Board of Trustees has determined that the Retirement Plan's accumulated Chapter 185 premium tax reserves are available to fund Chapter 185 minimum benefits. The Board of Trustees of the Retirement Plan has recommended this ordinance.

The required minimum benefits for police officers, which are being purchased with Chapter 185 premium taxes are set forth below:

- *Early retirement:* age 50 with ten or more years of service, with a 3% per year early retirement reduction;
- *Normal form of payment:* 10 year certain and life annuity;
- *Service-connected disability:* minimum benefit is the greater of accrued benefit or 42% of average final compensation;
- *Non-service connected disability benefit:* minimum benefit of 25% of average final compensation;
- *Survivor benefit:* accrued benefit payable as a ten year certain only annuity.

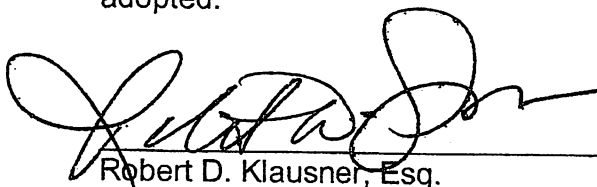
With regard to the non-police members, the Retirement Plan was amended in 2016 to adopt a second tier benefit structure. The Board of Trustees has recommended the clarification of the term "Senior Management Employee" to include the Assistant Town Manager and all Directors. The Board has also recommended that after completing one (1) year of service, each police officer shall be permitted one (1) buyback calculation to be provided by the Pension Board's actuary at no cost to the police officer. The cost of any additional buyback requests shall be at the police officer's expense.

Analysis: Chapter 185 premium taxes have accumulated annually for several years. The accumulated reserve, which is being used to fund the purchase of the required minimum benefits for police officers, totaled \$325,654 as of September 30, 2016. Additionally, annual premium tax distributions will be applied as necessary to preserve cost neutrality for the Town.

Budget Impact: The Retirement Plan's actuary will prepare a formal actuarial impact statement, as required by Chapter 112, Florida Statutes.

Staff Impact: No staff impact.

Recommendation: It is recommended that the Ordinance amending the Pension Plan be adopted.



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



Town Manager

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 CLARIFY THE DEFINITION OF THE TERM SENIOR MANAGEMENT EMPLOYEE; AMENDING SECTION 2-175(d) OF THE TOWN CODE TO PROVIDE FOR ONE ACTUARIAL BUYBACK CALCULATION TO DETERMINE THE COST OF MILITARY OR PRIOR LAW ENFORCEMENT SERVICE; AMENDING SECTION 2-176(b) OF THE TOWN CODE TO PROVIDE FOR EARLY RETIREMENT FOR POLICE MEMBERS AT AGE 50 WITH TEN YEARS OF SERVICE; AMENDING SECTION 2-176(c)(2) OF THE TOWN CODE TO PROVIDE FOR A TEN YEAR CERTAIN AND LIFE BENEFIT AS THE NORMAL FORM OF BENEFIT FOR POLICE MEMBERS; AMENDING SECTION 2-177(c) OF THE TOWN CODE TO PROVIDE FOR OPTIONAL FORMS OF BENEFITS FOR POLICE MEMBERS; AMENDING SECTION 2-178(a) OF THE TOWN CODE TO PROVIDE FOR MINIMUM DEATH BENEFITS FOR POLICE MEMBERS; AMENDING SECTION 2-189(e)(2)a. AND (e)(4) OF THE TOWN CODE TO PROVIDE FOR MINIMUM DISABILITY BENEFITS FOR POLICE MEMBERS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside sponsors a defined benefit retirement plan for employees of the Town of Surfside (“Retirement Plan”);

WHEREAS, the Retirement Plan is governed by the requirements of Chapter 185, Florida Statutes (“Chapter 185”), with regard to the police membership;

WHEREAS, Chapter 185 requires the adoption of specified minimum benefits for police officers;

WHEREAS, the Retirement Plan receives premium taxes to fund the cost of minimum benefits for the police membership;

WHEREAS, the Board of Trustees of the Retirement Plan has recommended the adoption of Chapter 185 minimum benefits for the police membership;

WHEREAS the actuary for the Board of Trustees has determined that the Plan's accumulated Chapter 185 premium taxes and reserves are available to fund Chapter 185 minimum benefits;

WHEREAS, the Plan was amended in 2016 to adopt a second tier benefit structure;

WHEREAS, the Board of Trustees of the Retirement Plan has recommended the clarification of the term "Senior Management Employee" to include the Assistant Town Manager and all Directors; and

WHEREAS, the Commission of the Town of Surfside believes that the adoption of this amendment is in the best interests of the citizens and taxpayers of the Town;

NOW, THEREFORE, BE IT ORDAINED by the Town Commission of the Town of Surfside:

Section 1. SECTION 2-171, Definitions, is hereby amended and to be read as follows:

Senior management employee: For purposes of the new senior management tier benefit, senior management employee means the town manager, assistant town manager, town attorney, town clerk, ~~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~~ and all directors.

Section 2. SECTION 2-175(d), Military; Prior Law Enforcement Service, is hereby amended and to be read as follows:

- (d) Police officer members shall be entitled to purchase credit of up to six years for prior law enforcement service with a municipal agency or for prior military service as long as the police officer is not entitled to receive a benefit for such other prior service. In order to purchase and receive credit for prior military or law enforcement service, the police officer shall pay the full actuarial cost to purchase such service as determined by the actuary and as approved by the board. After completing one (1) year of service, each police officer shall be permitted one (1) buyback calculation to be provided by the Pension Board's actuary at no cost to the police officer. The cost of any additional buyback requests shall be at the police officer's expense.

Section 3. SECTION 2-176(b) & (c)(2), Service Retirement Allowance, is hereby

amended and to be read as follows:

Sec. 2-176. Service Retirement Allowance.

(b) *Early retirement date.* The early retirement date of each member who is not a police officer shall be the first day of the month coincident with or next following the earlier of:

- (1) The completion of 20 years of creditable service; or
- (2) The attainment of age 55 and the completion of 15 years of creditable service.

Each member who retires from service on or after ~~his~~ their early retirement date shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Early retirement benefits shall commence on the date which would have been the member's normal retirement date had he continued in employment with the town. Alternatively, and at the option of the member, reduced early retirement benefits may commence at an earlier date, but no earlier than the attainment of age 55, with the reduction being equal to one-half of one percent for each month by which the benefit commencement date precedes the date which would have been the member's normal retirement date had he continued in employment with the town.

Early retirement date for police officers. The early retirement date of each police officer shall be the first day of the month coincident with or next following the earlier of:

- (1) The completion of 20 years of creditable service; or
- (2) The attainment of age 50 and the completion of 10 years of creditable service.

Each police officer who retires from service on or after their early retirement date shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Early retirement benefits shall commence on the date which would have been the member's normal retirement date had they continued in employment with the town. Alternatively, and at the option of the member, reduced early retirement benefits may commence at an earlier date with the reduction being equal to three (3) percent for each year by which the benefit commencement date precedes the date which would have been the member's normal retirement date had they continued in employment with the town.

(c) *Computation of annuity.*

- (2) For police officer members, the amount of monthly retirement annuity with respect to all creditable service rendered by the member prior to October 1, 1979, shall be equal to one and two-thirds 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 one and two-thirds 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 through September 30, 2005 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 through September 30, 2005. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003 through September 30, 2005, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 through September 30, 2005 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 through September 30, 2005. Effective October 1, 2005, the monthly retirement annuity with respect to creditable service rendered on or after October 1, 2005

through September 30, 2006, shall be equal to three percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2005 through September 30, 2006, and in no event shall the total annuity for any police officer member exceed 75 percent of the police officer's monthly average final compensation. Effective October 1, 2006, for police officers the monthly retirement annuity with respect to creditable service rendered on or after October 1, 2006, shall be equal to three and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on or after October 1, 2006, and in no event shall the total annuity for any police officer member exceed 90 percent of the police officer's monthly average final compensation. Effective October 1, 2017, the normal form of benefit for police officers shall be a ten (10) year certain and life annuity. The normal form will apply to service retirement, disability and delayed retirement, and terminated vested retirement commencing on or after October 1, 2017.

Section 4. SECTION 2-177(c), Optional Forms of Benefit Payments, is hereby amended and to be read as follows:

Sec. 2-177. - Optional Forms of Benefit Payments.

- (c) ~~*Option 2, ten years certain and life thereafter.* The member may elect to receive a reduced benefit with 120 monthly payments guaranteed. If, after payments commence, the member should die before such 120 monthly payments are made, payments are then continued to his designated beneficiary until 120 payments in all have been made, at which time benefits cease. After expiration of the 120 guaranteed monthly payments, should the retired member be then alive, payments shall be continued during his remaining lifetime.~~

Option 2(a), ten years certain and life thereafter. Members who are not police officers may elect to receive a reduced benefit with 120 monthly payments guaranteed. If, after payments commence, the member should die before such 120 monthly payments are made, payments are then continued to his designated beneficiary until 120 payments in all have been made, at which time benefits cease. After expiration of the 120 guaranteed monthly payments, should the retired member be then alive, payments shall be continued during his remaining lifetime.

Option 2(b), life annuity. Effective October 1, 2017, police officers may elect to receive an actuarially adjusted straight life annuity, in lieu of the ten year certain and life annuity normal form of payment.

Section 5. SECTION 2-178(a), Death Benefits, is hereby amended and to be read as follows:

Sec. 2-178. - Death benefits.

- (a) Upon death of a member prior to retirement ~~his~~ their executor or administrator or such person as he shall have nominated by written direction duly acknowledged and filed with the board shall receive the accumulated contributions of the member. Effective October 1, 2017, the death benefit payable for police officers with ten (10) or more years of creditable service shall be the greater of (1) the value of all accumulated member contributions, or (2) the member's accrued benefit payable for ten (10) years certain only, commencing at normal retirement, or reduced for early retirement for police officers with ten (10) or more years of creditable service at the option of the designated beneficiary.

Section 6. SECTION 2-189(e)(2)a. and (e)(4), Disability Retirement and Retirement Income, is hereby amended and to be read as follows:

Sec. 2-189. – Disability Retirement and Retirement Income.

(e) *Disability retirement income amounts.*

(2) *Service-connected long-term benefits for police officer members.*

- a. In the case of a police officer member who becomes totally and permanently disabled, and such disability is the direct result of their performance of service to the town, then such member shall be entitled to long-term monthly benefits payable hereunder in the amount of (i) 75 percent of ~~his~~ their rate of monthly compensation in effect on their date of disability provided such disability was a direct result of physical injury or (ii) 45 percent of ~~his~~ their rate of monthly compensation in effect on ~~his~~ their date of disability provided such disability was not as a direct result of physical injury. If the amount payable under subsection (e)(2) of this section is less than the amount payable under subsection (e)(4) of this section, then such member's disability shall be treated, for all purposes hereunder, as not having occurred as the direct result of ~~his~~ their performance to the town. Anything herein to the contrary notwithstanding, the provisions of F.S. §§ 185.161 and 185.341(2), as amended from time to time, shall apply. Effective October 1, 2017, the service connected long-term benefit for police officers shall be the greater of (i) the benefit set forth in this paragraph, (ii) forty-two percent (42%) of average final

compensation as of the date of disability, or (iii) the accrued benefit as of the date of disability.

- (4) *Nonservice-connected long-term benefits.* In the case of a member who becomes totally and permanently disabled, as defined in subsection (b)(2) of this section relating to two out of three physicians, and such disability is not the direct result of his performance of service to the town, then such member shall be entitled to long-term monthly benefits payable hereunder in the amount as computed pursuant to subsection 2-176(c) based on his average final compensation and creditable service as of his date of disability. Effective October 1, 2017, the nonservice-connected long-term benefit for police officers with ten (10) or more years of creditable service shall be the greater of (i) the accrued benefit as of the date of disability or (2) twenty-five percent (25%) of average final compensation as of the date of disability.

Section 7. 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 8. 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 9. 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 10. This ordinance shall become effective upon final passage.

PASSED AND ADOPTED ON FIRST READING, this ____ day of _____, 2017.

PASSED AND ADOPTED ON SECOND READING, this ____ day of _____, 2017.

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 Date: September 12, 2017

Subject: Crossovers of the dune

From: Sarah Sinatra Gould, AICP, Town Planner

The Sustainability Committee has indicated a desire to prohibit additional crossovers of the dune, which have the potential to compromise the ecological integrity of the dune. The request is to modify the code to establish a limitation.

Pursuant to Section 161.053, Florida Statutes, the Florida Department of Environmental Protection (FDEP) regulates activities seaward of the Coastal Construction Control Line.

Pursuant to Section 161.053(3), Florida Statutes,

“A coastal county or coastal municipality may establish coastal construction zoning and building codes in lieu of the provisions of this section if such zones and codes are approved by the department as being adequate to preserve and protect the beaches and coastal barrier dunes adjacent to such beaches, which are under the jurisdiction of the department, from imprudent construction that will jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures, endanger adjacent properties, or interfere with public beach access. Exceptions to locally established coastal construction zoning and building codes may not be granted unless previously approved by the department. The intent of this subsection is to provide for the local administration of established coastal construction control lines through approved zoning and building codes if desired by local interests and where such local interests have, in the judgment of the department, sufficient funds and personnel to adequately administer the program. Should the department determine at any time that the program is inadequately administered, the department may revoke the authority granted to the county or municipality.”

Below is proposed language limiting the crossovers of the dune. Town Administration has been in contact with FDEP who has stated that the Town may proceed codifying this language.



The Sustainability Committee has made a motion to request the Planning and Zoning Board to review. Planning and Zoning directed staff to prepare an ordinance to the Town Commission.

Staff is proposing to allow a crossover of the dune only if approved by a Special Exception, which is required to be granted by the Town Commission. The proposed ordinance also includes language describing the criteria for applying for a Special Exception specific to crossovers.

Budget Impact: N/A. If an applicant requests a Special Exception application, the application would be processed under a cost recovery system.

Growth Impact: Limiting intrusion of the dune without Town Commission approval.

Staff Impact: N/A. If an applicant requests a Special Exception application, the application would be processed under a cost recovery system.

Staff Recommendation: Approval

Sarah Sinatra Gould, AICP, Town Planner

Guillermo Olmedillo, Town Manager

ORDINANCE NO. 17-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING”, SECTION 90-37 “SPECIAL EXCEPTIONS,” TO PROVIDE A SPECIAL EXCEPTION APPROVAL PROCESS AND RELATED CRITERIA FOR DUNE CROSSOVERS; AND BY AMENDING SECTION 90-60 “CONSTRUCTION ADJACENT TO BULKHEAD LINES” TO PERMIT DUNE CROSSOVERS ONLY IF APPROVED BY SPECIAL EXCEPTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") recognizes that changes to the adopted Code of Ordinances are periodically necessary in order to ensure that the Town’s regulations are current and consistent with the Town’s planning and regulatory needs; and

WHEREAS, the Sustainability Committee has evaluated the impacts of dune crossovers on the environment and recommends prohibiting such crossovers except under limited, controlled circumstances; and

WHEREAS, Section 161.053(3), Florida Statutes identifies conditions under which a coastal municipality may establish zoning codes in order to “preserve and protect the beaches and coastal barrier dunes adjacent to such beaches, which are under the jurisdiction of the department, from imprudent construction that will jeopardize the stability of the beach-dune system, accelerate erosion, provide inadequate protection to upland structures, endanger adjacent properties, or interfere with public beach access.”; and

WHEREAS, Town staff has contacted the Florida Department of Environmental Protection who has authorized the Town to proceed with consideration and adoption of a zoning regulations to protect the dunes as provided herein; and

WHEREAS, the recommendation of the Sustainability Committee was reviewed by the Planning and Zoning Board who requested that staff prepare the instant code amendment; and

WHEREAS, the Town Commission held its first public hearing on September 12, 2017 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 28, 2017 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 10, 2017; 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. Section 90-37 "Special exceptions," of the code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-37. - Special exceptions.

(1) The following are special exceptions which may be granted by resolution of the town commission receiving at least three affirmative votes:

(a) Nonconforming uses as follows:

- i. A nonconforming use now existing in any part of a building to be extended vertically or laterally to other portions of the building.
- ii. To determine the existence of a nonconforming use.

(b) Dune crossovers, pursuant to 90-60.1(6), provided the town commission finds that:

- i. alternative beach access is not otherwise available within a reasonable distance;
and
- ii. the proposed crossover will create only minimal disturbance to the dune system and appropriate mitigation measures will be provided by the applicant.

(2) Other special use exceptions as follows:

- (a) i- To determine, in cases of uncertainty, the classification of any use not specifically named in these regulations; provided, however, such use shall be in keeping with uses specifically listed in the district.

(3) The town manager or designee shall review the application and shall compile a written staff report summarizing the facts regarding the application and the complete staff report shall be transmitted to the planning and zoning board. The town manager shall schedule the application for a meeting of the planning and zoning board. The planning and zoning board shall conduct one public hearing and shall make a recommendation to the town commission for final action.

* * *

Section 3. Code Amendment. Section 90-60 “Construction adjacent to bulkhead lines,” of the code of the Town of Surfside, Florida is hereby amended as follows:

Sec. 90-60. – Construction adjacent to bulkhead lines.

90-60.1 Ocean bulkhead lines are established in section 14-86 and the following regulations shall control construction adjacent thereto:

* * *

(6) No dune crossovers from east to west, west to east, or in any way through a dune, shall be permitted without Special Exception approval pursuant to Section 90-37. Crossovers existing as of January 1, 2017, as documented by the Town, shall be considered legal.

* * *

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 12th day of September, 2017.

PASSED AND ADOPTED on second reading this ___ day of _____, 2017.

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:**

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



Town of Surfside Commission Communication

Agenda Item # 4B3

Agenda Date: September 12, 2017

From: Guillermo Olmedillo, Town Manager
Sandra Novoa, Town Clerk
Lillian Arango, Town Attorney

Subject: Amending Article VI. – “Rules of Procedure for Town Meetings”

Background: On December 13, 2016, the Town Commission adopted rules of procedure related to the operation of the Town Commission meetings as well as the operation of continuing committees, sub-committees and ad hoc committees. Those procedures were codified in Chapter 2 of the Town Code of Ordinances.

As staff has worked with the rules and observed the Town Commission’s use and implementation there have been a number of areas which we recommend clarifying. The draft changes also resolve inconsistencies within the procedures themselves and with other sections of the Code and propose revisions to more accurately reflect the Town Commission’s actual practices and promote a smooth and transparent process and work flow.

A summary of the proposed changes is provided below (exclusive of minor typos or grammatical corrections). In addition, a sequential alpha/numeric outline system has been instituted throughout the draft code. All changes are provided in the attached ordinance in strikethrough and underline.

Section/Rule	Change	Line Number
Sec. 2-201	Revises the threshold voting requirement to amend the procedural rules	34
Sec. 2-204 Rule 5.01	Applies committee rules to Boards, to the extent any specific Board rules or procedures do not address or conflict with the committee rules	114 118
Sec.2-204 Rule 5.01(c)(3)	Clarifies procedure/staff assistance for committee agenda preparation	143
Sec.2-204	Modifies the definition of “Quorum” for committees, consistent with	150

Rule 5.01(c)(5)	standard practices	
Sec.2-204 Rule 5.01(c)(6)	Provides a uniform meeting cancellation procedure for committees	154
Sec.2-204 Rule 5.01(c)(7)	Provides a codified reminder regarding conflict form completion for committee members abstaining from voting	164
Sec.2-204 Rule 5.01(c)(9)b.	Revises the committee member appointment process to reflect current practice, consistent with appointment responsibility, removes the letter of interest requirement which is often not received	177-190
Sec.2-204 Rule 5.01(c)(15)	Deletes requirement for every committee to have a secretary	215
Sec.2-204 Rule 5.01(c)(16)	Clarifies the procedure and timing for submittal of committee reports	221
Sec.2-205 Rule 6.06(a)	Deletes an inapplicable cross-reference. Time limits are already provided in subsection (2) itself.	279
Sec.2-205 Rule 6.06(b)	Provides a more detailed outline of the procedures for placing items on the agenda. There have been numerous questions on this process since the rules were adopted. We believe the proposed revision more clearly reflects the Commission's original intention. The revision also provides more concrete deadlines in order to ensure timely agenda preparation and distribution in addition to ensuring notice and transparency similar to Miami Dade County procedures.	287-300
Sec.2-205 Rule 6.07(b)	Clarifies procedure and timing of town attorney document approval	311
Sec.2-205 Rule 6.07(f)	Deleted as unnecessary and not utilized	325
Sec.2-206 Rule 7.02(a)	Revises section to eliminate internal inconsistency	351
Sec.2-206 Rule 7.02(c)	Clarifies public discussion consistent with state law requirements and standard meeting practices	360
Sec.2-206 Rule 7.03(a)	Clarifies speaker registration requirements	369
Sec.2-206 Rule 7.04 intro/ Rule 7.04 (c)	Clarifies speaking protocols	375 386
Sec.2-207 Rule 8.01(e)	Clarifies consent agenda procedures. There should not be debate or discussion on consent agenda items. Any Commissioner can pull an item for discussion, presentation and consideration on the regular agenda.	428
Sec.2-207 Rule 8.01(g)	Clarifies actual voting order, to reflect current practice	442
Sec.2-207 Rule 8.01(h)	Provides a codified reminder regarding conflict form completion when Commission members abstaining from voting	458
Sec.2-207 Rule 8.01(l)	Deletes language for reconsideration which conflicts with all standard parliamentary practices including Mason's Rules	478
Sec.2-207 Rule 8.01(o)	Revises the threshold voting requirement to suspend the rules	492
Sec.2-208 Rule 9.01	Clarifies the procedure for designating a representative to act on behalf of, or represent, the Town Commission	495

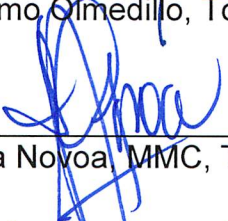
Budget Impact: N/A

Staff Impact: The proposed changes provide clarification for staff function and responsibility and improve efficiency.

Recommendation: The Town Manager, Town Attorney and Town Clerk recommend Commission conduct first reading, discuss the draft changes and provide input and guidance.



Guillermo Omedillo, Town Manager



Sandra Novoa, MMC, Town Clerk



Weiss Serota Helfman Cole and Bierman, P.A.
Town Attorney

ORDINANCE NO. 17 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING ARTICLE VI. - “RULES OF PROCEDURE FOR TOWN MEETINGS”; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Section 20 of the Town of Surfside Charter provides that the Town
2 Commission of the Town of Surfside shall fix its rules of procedure; and

3 **WHEREAS**, the Town Commission adopted rules of procedure which have been
4 incorporated into Article, VI, Chapter 2 of the Town Code of Ordinances; and

5 **WHEREAS**, the Town Commission desires to amend Article VI. – “Rules of Procedure for
6 Town Meetings;” and

7 **WHEREAS**, the amendments to the ordinance do not conflict with the provisions in
8 Section 2-151 Personnel Appeals Board Section, 2-185 Pension Board, Section 70-124 Resort
9 Tax Board or Sections 90-15, 90-16, 90-17, 90-18 of the Zoning Code for Planning and Zoning
10 and Design Review Board members; and

11 **WHEREAS**, the Town Commission held its first public reading on September 12, 2017 and
12 recommended approval of the proposed amendments to the Code of Ordinances having complied
13 with the notice requirements by the Florida Statutes; and
14

15 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
16 these regulations as required by law on October 10, 2017 and further finds the proposed change to
17 the Code necessary and in the best interest of the community.
18

19 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**
20 **THE TOWN OF SURFSIDE, FLORIDA:**
21

22 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
23 this reference:
24

25 **Section 2. Town Code Amended.** Article VI. – “Rules of Procedure for Town Meetings”
26 of the Surfside Town Code of Ordinances are hereby amended and shall read as follows:

27 **ARTICLE VI. - RULES OF PROCEDURE FOR TOWN MEETINGS**
28

29 **Sec. 2-201. - Rules of procedure for the town commission and town boards and committees.**

30 *Rule 2.01 Governing rules; amendment.* Except as may be provided in the Charter, the
31 Town of Surfside Code, Florida laws or by these rules as set forth in this Article ordinance,

32 questions of order, the methods of organization and the conduct of business of the town
33 commission and town boards and committees and to the extent there is no conflict, the town
34 commission, and town boards and committees shall be governed by Mason's Manual of
35 Legislative Procedure (2010 Edition). Once enacted, and except as already amended by the
36 provisions contained herein, these rules may be amended by ~~two-thirds~~ majority vote of the
37 entire town commission.

38 Sec. 2-202. - Officers.

39 *Rule 3.01 Presiding officer.* The mayor shall preside at all meetings of the town
40 commission at which he or she is present. In the absence of the mayor, the vice mayor shall act
41 as mayor. In the absence of both the mayor and vice mayor, the town commission shall select
42 one of its members as a temporary presiding officer. The presiding officer shall preserve strict
43 order and decorum at all meetings of the commission. A majority vote of the members present
44 shall govern and conclusively determine all questions of order not otherwise covered. The
45 presiding officer has the power, among other things, to recognize a speaker, secure and retain
46 the floor for the speaker and keep order during the time the floor is taken subject to Mason's
47 Rules and to the rules contained in this article.

48 *Rule 3.02 Clerk.* The town clerk shall act as clerk of the commission. The clerk of the
49 commission shall call the roll, prepare the minutes and shall be custodian of the records and
50 shall certify all ordinances and resolutions adopted by the commission, and perform such other
51 duties as required by the Town Charter.

52 *Rule 3.03 Town attorney.* The town attorney, or such member of the office of the town
53 attorney as may be designated, shall be available to the commission at all meetings: the town
54 attorney shall act as parliamentarian, and shall advise and assist the presiding officer in matters
55 of parliamentary law.

56 *Rule 3.04 Sergeant-at-arms.* The town police chief, or such other town official or
57 employee as the chief may designate, shall be the sergeant-at-arms of the town commission
58 meeting, at the request of the presiding officer or the town manager. The sergeant-at-arms shall
59 carry out all orders and instructions given by the presiding officer or the town manager for the
60 purpose of maintaining order and decorum at the meetings.

61 Sec. 2-203. - Meetings.

62 *Rule 4.01 Regular Meetings.*

63 (a) The commission shall hold regular meetings in accordance with its Charter or, if the Charter
64 provision is amended, in accordance with an ordinance duly adopted by the commission, as
65 may be amended from time to time.

66 (1) All regular and zoning meetings shall be held irrespective of whether or not any
67 particular commission member (including the Mayor) may be able to attend unless
68 otherwise agreed by a majority of the commission. Such meetings shall be held in the
69 commission chambers at 9293 Harding Avenue, Surfside, Florida 33154, or such

70 location as may be approved by a majority of the commission members present and shall
71 be open to the public and all news media.

72 (2) Regular meetings may be otherwise postponed or canceled by resolution or motion
73 adopted at a regular meeting by a majority of the commission members present.

74 (3) No meeting shall continue beyond 11:00 p.m. unless by a vote of the majority of the
75 members of the commission present, the commission agrees to extend the meeting
76 beyond this time.

77 (4) Workshops may be scheduled at the request of the town manager, the town attorney or a
78 majority of the commission at any time, provided appropriate notice is given.

79 (b) Zoning matters shall be scheduled as part of regular town commission meetings unless
80 otherwise decided by the commission.

81 (c) The second reading (public hearing) of the annual budget ordinance or resolution shall be
82 considered at a meeting at which the said budget ordinance or resolution and the levy of the
83 millage are the only items on the agenda.

84 *Rule 4.02 Special meetings; emergency meetings.*

85 (1a) Special meetings. A special meeting of the commission may be called by a majority of
86 the members of the town commission or the town manager. The clerk shall forthwith
87 serve either verbal or written notice upon each member of the commission stating the
88 date, hour and place of the meeting and the purpose for which such meeting is called;
89 and no other business shall be transacted at that meeting. At least twenty-four (24) hours
90 notice must elapse between the time the clerk receives notice in writing and the time the
91 meeting is to be held.

92 (2b) Emergency meetings. An emergency meeting of the town commission may be called by
93 the mayor in accordance with prescriptions of the town charter whenever in his or her;
94 opinion an emergency exists that requires immediate action by the commission.
95 Whenever such emergency meeting is called, the mayor shall notify the clerk who shall
96 forthwith serve either verbal or written notice upon each member of the commission,
97 stating the date, hour and place of the meeting and the purpose for which it is called, and
98 no other business shall be transacted at that meeting. At least 24 hours shall elapse
99 between the time the clerk receives notice of the meeting and the time the meeting is to
100 be held.

101 (3e) If after reasonable diligence, it is impossible to give notice to each commissioner, such
102 failure shall not affect the legality of the meeting if a quorum is present. The minutes of
103 each special or emergency meeting shall show the manner and method by which notice
104 of such special or emergency meeting was given to each member of the commission, or
105 shall show a waiver of notice. All special or emergency meetings shall be open to the
106 public and shall be held and conducted in the Commission Chambers, Town Hall, 9293
107 Harding Avenue, Surfside, Florida 33154, or other suitable location within the Town of
108 Surfside, Florida. Minutes thereof shall be kept by the town clerk.

109 (4d) No special or emergency meeting shall be held unless notice thereof is given in
110 compliance with the provisions of this rule, or notice thereof is waived by a majority of
111 the entire membership of the commission and in accordance with the town charter.

112 *Rule 4.03 Electronic files presented at public meetings.* Electronic files to be presented at
113 public meetings in the Town of Surfside must be provided to the town clerk by noon on the
114 business day prior to the scheduled meeting.

115 Sec. 2-204. – Boards, cCommittees, sub-committees and ad hoc committees.

116 *Rule 5.01 Boards, ccontinuing committees, sub-committees and ad hoc committees.* There
117 may be continuing committees, sub-committees and ad hoc committees of the town commission
118 created by resolution as the town commission deems necessary to conduct the business of the
119 town appropriately and in accordance with the town charter. Such committees and all Town
120 Boards to the extent these provisions to not conflict with other governing procedures or
121 requirements specific to a particular Board, shall be governed by these rules of procedure and
122 shall be subject to the Florida sunshine and public records laws. Each member of the town
123 commission shall appoint one (1) member to each committee. All appointments are at the will
124 of the appointing member of the town commission and may be removed at any time by the
125 appointing member of the town commission. Members of committees shall be appointed to
126 serve until the expiration of the committee or to the end of the appointing member of the town
127 commission's term.

128 (a1) *Continuing committees and sub-committee committees.* Continuing committees and sub-
129 committees shall exist until abolished by the town commission or shall have a sunset
130 provision.

131 (b2) *Ad hoc committees.* The expiration date for each ad hoc committee shall be designated at the
132 time of formation, or the ad hoc committee shall expire when the ad hoc committee reports to
133 the commission that its designated goal or goals have been accomplished.

134 (c3) All continuing committees, sub-committees and ad hoc committees shall abide by the
135 following procedures:

136 (1)a- *Mission statement.* A mission statement shall be developed by the town
137 commission.

138 (2)b- *Public meetings.* All meetings and business of any committee, sub-committee or ad
139 hoc committee shall comply with the Florida Statutes including that all committee
140 meetings shall be open to the public at all times, noticed, and minutes of the meetings
141 shall be taken and retained in the office of the town clerk. All committee members shall
142 be subject to the State of Florida, Miami-Dade County and Town of Surfside Conflict of
143 Interest and Code of Ethics Ordinance.

144 (3)e- *Agenda.* The committee chairperson shall prepare the agenda for the committee
145 meeting with the assistance of the committee staff liaison. ~~In the chairperson's absence,~~
146 ~~the vice chairperson shall prepare the agenda.~~ Any committee member may propose
147 additional agenda items at any time. Items proposed after the agenda is distributed may
148 only be heard under "New Business" and upon an affirmative vote of the majority of the
149 committee. Each agenda shall also include a section for public comment.

- 150 (4)d. *Public appearances and requests.* Any person may appear before any committee
151 during the public comment portion of the meeting.
- 152 (5)e. *Quorum.* A majority of the appointed members of the committee shall constitute a
153 quorum, shall be 50 percent plus one of the committee members. Provided there is a
154 quorum, a majority of those present and voting shall be required to adopt any motion or
155 take any action.
- 156 (6) *Failure to obtain a quorum.*
- 157 a. If, 48 hours prior to a regular meeting, the clerk has not received confirmation of
158 attendance from a sufficient number of committee members to constitute a quorum,
159 the meeting shall be canceled for lack of a quorum.
- 160 b. Should no quorum attend any meeting within 15 minutes after the hour appointed for
161 the meeting, the presiding member or the town clerk may adjourn the meeting. The
162 names of the members present at such meeting shall be recorded in the minutes.
- 163 (7)f. *Voting.* Each committee member shall be entitled to one vote. The committee shall act as
164 a body in making its decisions. No committee member present at a meeting may abstain
165 from voting unless the committee member possesses a conflict of interest, as provided in
166 either the Florida Statutes or the Miami-Dade County Code of Ethics and submits the
167 appropriate form to the town clerk.
- 168 (8)g. *Attendance.* In the event that a committee member fails to attend three regularly
169 scheduled meetings in any one calendar year, the committee member may be removed
170 from the committee and the town commission will be notified of the vacancy.
- 171 (9)h. *Appointments, vacancies and resignations.* Each person appointed to a committee,
172 sub-committee or ad hoc committee shall be appointed by the town commission in the
173 following manner:
- 174 a1. The mayor and each member of the town commission shall appoint one member to
175 each committee.
- 176 b2. Should any appointee resign or be removed during the term of the committee, sub-
177 committee or ad hoc committee, the appointing commissioner may select another
178 appointee in accordance with the procedure outlined as follows:
- 179 Upon notification of the vacancy of an at-large member, the town clerk shall notify
180 the town commission, or in the case of an individual appointment, the town
181 commissioner responsible for the appointment with a copy to the remainder of the
182 town commission, in writing. The town commission shall establish a deadline for
183 the submission of letters of interest to serve on the committee at a commission
184 meeting.
- 185 1.(i) Any person who wishes to serve on a committee and who meets the
186 qualifications of office as set forth in this code and in the resolution creating or
187 re-authorizing the committee, shall submit his or her name and committee
188 application available from the town clerk or on the town website together with a
189 letter of interest to the town clerk by the deadline established by the town

190 ~~commission.~~ Thereafter, the town clerk shall provide the appointing town
191 commissioner or the entire town commission, as applicable, with the names and
192 submitted material(s) ~~letters of interest.~~

193 2.(ii) Nominations and appointments to fill the vacancy shall be made at a town
194 commission meeting. Appointments to fill a mid-term vacancy shall only be
195 made for the remainder of the term of the committee member being replaced.

196 (10)i. *Reappointment.* Committee, sub-committee or ad hoc committee members shall be
197 eligible for reappointment and shall hold office until their successors have been duly
198 appointed and qualified.

199 (11)j. *Residency requirement.* Committee, sub-committee or ad hoc committee members
200 shall be registered qualified electors of Miami-Dade County, Florida, whose legal
201 residence is in the Town of Surfside.

202 (12)k. *Compensation.* All committee, sub-committee or ad hoc committee members shall
203 serve without compensation and shall not otherwise obtain direct or indirect financial
204 gain from their service on a committee.

205 (13)l. *Oath requirement.* All committee, sub-committee or ad hoc committee members
206 shall be required to subscribe to an oath or affirmation to be administered by and filed
207 with the town clerk, swearing to support, protect and defend the Constitution and laws of
208 the United States and of the State of Florida, the Charter and all ordinances of the Town
209 of Surfside and Miami-Dade County, and in all respects to faithfully discharge their
210 duties.

211 (14)m. *Financial disclosure requirement/standards of conduct.* If required by law,
212 committee members shall file appropriate annual financial disclosure forms. All
213 committee members shall be subject to the standards of conduct for public officers and
214 employees set by federal, state, county or other applicable ethics or conflicts of interest
215 laws.

216 (15)n. *Officers and elections.* Except as provided otherwise in the resolution creating or
217 re-authorizing a committee, each committee shall elect a chairperson, and vice-
218 chairperson ~~and secretary~~ at the first committee meeting.

219 (16)o. *Records.* Minutes of all committee meetings shall be prepared by the town
220 administration and shall be available for public inspection. The minutes shall be
221 forwarded to each committee member for review and shall be approved by the
222 committee at a public meeting. Once approved, the meeting minutes shall be forwarded
223 to the town clerk for filing. ~~Attendance and absences must be recorded and submitted to~~
224 ~~the town clerk along with the minutes.~~ The ~~chair~~secretary of a committee, sub-committee
225 or ad hoc committee, working with the staff liaison, shall prepare a final report
226 summarizing the committee's activities, accomplishments, challenges and
227 recommendations during the term. Such report shall be presented for review and
228 approval by the committee no later than the last meeting of the term, and to be submitted
229 to the town clerk for transmittal to the town commission which shall be presented at the
230 first a regular town commission meeting after the election.

231

232 *Rule 5.02 Town commission liaison; appointment and definition.*

233 (a1) *Appointment:* The mayor shall designate and appoint one member of the town commission as
234 the liaison to each board, committee and subcommittee of the town commission.

235 (b2) *Definition:* The town commission liaison is defined as a nonvoting member of a board,
236 committee or sub-committee who communicates the activities of the board, committee or
237 subcommittee to the town commission. The liaison's role is limited to responding to questions
238 posed by members of the board, committee or subcommittee to which the liaison serves. All
239 remarks from the liaison shall be addressed to the chair who serves as the presiding officer.

240 Sec. 2-205. - Conduct of meetings; agenda.

241 *Rule 6.01 Call to order.* Promptly at the hour set for each meeting, the mayor and the
242 members of the town commission, the town attorney, the town manager and the town clerk shall
243 take their regular stations in the commission chambers. The presiding officer shall take the chair
244 and shall call the town commission to order immediately. In the absence of the presiding
245 officer, the town clerk shall then determine whether a quorum is present and in that event shall
246 call for the election of a temporary presiding officer. Upon the arrival of the presiding officer,
247 the temporary presiding officer shall relinquish the chair upon the conclusion of the business
248 immediately before the commission.

249 *Rule 6.02 Roll call.* The town clerk shall call the roll of the members, and the names of
250 those present shall be entered in the minutes. In the event the roll call reflects the absence of
251 any member on official town business that fact shall be noted in the minutes. Any town
252 commissioner who intends to be absent from town commission meeting shall notify the town
253 clerk of the intended absence as soon as convenient.

254 *Rule 6.03 Participation by physically absent member of the town commission, town board*
255 *or committee not permitted.* A member of the town commission, town board or committee is not
256 permitted to participate and/or vote telephonically and/or by interactive video.

257 *Rule 6.04 Quorum.* A majority of the members of the town commission then in office shall
258 constitute a quorum. No ordinance, resolution or motion shall be adopted by the town
259 commission without the affirmative vote of the majority of all the members present.

260 *Rule 6.05 Failure to attain a quorum.* Should no quorum attend within 15 minutes after the
261 hour appointed for the meeting of the commission, the presiding officer or the town clerk may
262 adjourn the meeting. The names of the members present ~~and their action~~ at such meeting shall
263 be recorded in the minutes by the town clerk.

264 *Rule 6.06 Agenda.*

265 (a) *Order of business.* There shall be an official agenda for every meeting of the commission
266 which shall determine the order of business conducted at the meeting. The order of business
267 shall be as follows: (1) call to order/roll call of members, pledge of allegiance, agenda/order
268 of business (additions/deletions), special presentations, (2) quasi-judicial hearings (3) consent

269 agenda at the pleasure of the commission, approval of minutes, town manager, town attorney
270 reports (4) ordinances, (5) resolutions (6) good and welfare shall be heard at a time certain at
271 8:15 p.m. (7) unfinished business and new business (8) mayor, town commission and staff
272 communications.

273 (1) Items shall be considered in the order in which they are placed on the agenda unless a
274 majority of the commissioners determines to deviate from the printed agenda.

275 (2) The good and welfare portion of the agenda set for 8:15 p.m. shall be restricted to
276 discussion on subjects not already specifically scheduled on the agenda. In no event shall
277 this portion of the agenda be allotted more than 45 minutes with each speaker to be given
278 no more than three minutes, unless by vote of a majority of the members of the
279 commission present, it is agreed to extend the time frames. Likewise, members of the
280 town commission shall be restricted to speaking three minutes each unless an extension
281 is granted in the same manner as set forth in the prior sentence. ~~The rules of section 2-~~
282 ~~207(e) as set forth hereinbelow shall be observed during this portion of the agenda.~~

283 (3) The town commission shall not take action upon any matter, proposal, or item of
284 business which is not listed upon the official agenda, unless it is approved at the meeting
285 by a majority of the entire commission, which shall have first consented to the matter for
286 consideration. No ordinance, resolution or other matter listed on the agenda for public
287 hearing, or the vote thereon, may be deferred until a later time unless a majority of the
288 entire town commission shall vote in favor of such deferral.

289 (b) ~~Authority to p~~Placing items on agenda.

290 (1) Matters, other than resolutions or ordinances, may be placed on the agenda by any
291 member of the town commission, the town manager, the town attorney and the town
292 clerk. Members of the town commission may, at a town commission meeting, direct the
293 town manager or the town attorney to prepare a resolution or ordinance for placement on
294 the agenda for the following agenda. Resolutions and ordinances may be prepared and
295 scheduled on the agenda at the direction of the town commission, a town commissioner
296 at a town commission meeting, or by the town manager, town attorney or town clerk.

297 (2) In no event may any town commissioner place an item on an agenda unless all materials
298 for the item are provided to the town clerk by 12:00 noon seven working days prior to
299 the meeting date. Any complete item provided after 12:00 noon seven working days
300 prior to the meeting date shall be distributed to the commission with a "7-day cover
301 memo" and shall be added to the agenda only if a majority of the commissioners present
302 consent to the addition of the item to the agenda.

303 (c) *Approval of minutes.* All minutes shall be summary in nature. A copy of such completed
304 minutes shall be placed on a regular agenda and may only be approved by a majority of the
305 members of the town commission, and upon such approval shall become the official minutes.

306 *Rule 6.07 Ordinances, resolutions, motions, contracts.*

307 (a) *Preparation and enactment of ordinances.* The town attorney shall prepare ordinances and
308 resolutions. Ordinances may be introduced, listed by title and shall be read by title only
309 before consideration by the town commission on first reading. At public hearing, each

310 ordinance shall be voted on individually by a call of the roll. Only resolutions and motions
311 may be enacted by voice vote calling for "ayes" or "no" on the question.

312 (b) *Approval by town attorney.* All ordinances, resolutions and contract documents, before
313 presentation to the town commission, shall have been reduced to writing and reviewed for
314 form and legality by the town attorney. Ordinances, resolutions and contract documents, in
315 their final form as approved by the Town Commission shall be ~~have been~~ approved as to
316 form and legality by the town attorney prior to execution.

317 (c) *Introduction and sponsorship.* Ordinances, resolutions and other matters and subjects
318 requiring action by the town commission may be introduced and sponsored by the mayor or
319 any member of the town commission, ~~except that either t~~ The town manager, the town
320 attorney or town clerk may present ordinances, resolutions and other matters or subjects to
321 the town commission for consideration, and any commissioner may assume sponsorship
322 thereof by moving that such ordinance, resolution, matter or subject be adopted in accordance
323 with law; otherwise they shall not be considered.

324 (d) *Sunset.* There is no requirement for any ordinance to contain a sunset provision.

325 (e) *Zoning exception.* The provisions of this Rule 6.06 shall not be applicable to zoning
326 resolutions which shall be governed exclusively by the Zoning Code.

327 ~~(f) *No commission jurisdiction.* Prior to the commission's considering any resolution over which~~
328 ~~the commission does not have substantive jurisdiction, including resolutions expressing the~~
329 ~~commission's intent or opinion, a preliminary vote shall be taken to determine whether it is~~
330 ~~appropriate for the commission to consider such resolution. Unless the commission, by a~~
331 ~~two-thirds vote of the members present, agrees to consider the resolution, the resolution shall~~
332 ~~be deemed to have failed. If the commission agrees to consider the resolution, the resolution~~
333 ~~shall be heard after all other resolutions sponsored by commissioners have been addressed by~~
334 ~~the commission. If the commission decides to discuss such resolution, the resolution shall~~
335 ~~require a two-thirds affirmative vote of the commissioners present in order to be passed. The~~
336 ~~provisions of this ordinance shall not apply to resolutions relating to state or federal~~
337 ~~legislative priorities.~~

338 *Rule 6.08 Statement of fiscal impact required for ordinances; exceptions.* Prior to the
339 second reading of any ordinance, the town manager shall prepare a written statement setting
340 forth the fiscal impact, if any, of the proposed ordinance. No ordinance shall be considered on
341 second reading if the statement of fiscal impact is not submitted with the ordinance as part of
342 the agenda. The provisions of this rule shall not apply to any emergency ordinance or any
343 budget ordinance or resolution.

344 *Rule 6.09 Limitation on agenda items.* No commissioner shall sponsor or cosponsor a total
345 of more than three ordinances for first reading and three resolutions at any commission meeting.
346 This provision shall not be applied to ordinances or resolutions which are intended to correct
347 scrivener's errors.

348 Sec. 2-206. - Public participation.

349 *Rule 7.01 Persons authorized on the dais.* No person, except town officers or their
350 representatives, shall be permitted on the dais unless authorized by the presiding officer or a
351 majority of the town commission.

352 *Rule 7.02. Citizens presentations; public hearings.*

353 (a) *Citizens' presentations.* Any citizen may request ~~shall be entitled~~ to be placed on the official
354 agenda of a regular meeting of the town commission and be heard concerning any matter
355 within the scope of the jurisdiction of the town commission outside of Good and Welfare.
356 Only members of the town commission and the town manager may place a citizen on the
357 official agenda.

358 (b) *Public hearings.* Any citizen shall be entitled to speak on any matter appearing on the official
359 agenda under the section "public hearings."

360 (c) *Public discussion on agenda items.* No citizen shall be entitled to address the town
361 commission on any matter listed on or added to the official agenda which is not scheduled for
362 public hearing, discussion or debate except during Good and Welfare. When the town
363 commission considers an agenda item that is open for public hearing, discussion or debate
364 ~~that is not a public hearing and on which the public comment is either unanimously in favor~~
365 ~~or unanimously against the item's passage,~~ input from members of the public shall be limited
366 to no more than three minutes on any given item, unless an extension is granted by a majority
367 of the members of the town commission.

368 *Rule 7.03 Registration of speakers.*

369 (a) Registration of speakers shall be required. The town clerk shall prepare appropriate
370 registration cards. The cards shall include a place for the speaker to provide his/her name,
371 address, lobbyist registration status which may be verified by the town clerk prior to
372 speaking, and the agenda item on which he or she is speaking ~~if registration is required on a~~
373 ~~particular agenda item.~~

374 (b) For any single agenda item, and except for zoning, no more than one-half hour per side shall
375 be allocated to speakers from the public. The presiding officer shall limit the time of each
376 individual speaker in order to insure compliance with this rule.

377 *Rule 7.04 Addressing commission, manner, time.* Each person, other than ~~salaried~~ members
378 of the town staff, who addresses the town commission shall step up to a podium and shall give
379 the following information in an audible tone of voice for the minutes:

380 (a) Name;

381 (b) Address;

382 (c) Whether the person speaks on his or her own behalf, a group of persons, or a third party; if
383 the person represents an organization, the person shall also indicate the number of members
384 in the organization, the annual dues paid by the members, the date of the most recent meeting
385 of the organization's board or governing council, and whether the view expressed by the
386 speaker represents an established policy of the organization approved by the board or
387 governing council, if requested; if the person is speaking on behalf of a group, s/he shall be

388 required to register as a lobbyist if required by that ordinance ~~and shall state for the record: (i)~~
389 ~~Compensation, if any, (ii) whether the person or any immediate family member has a~~
390 ~~personal financial interest in the pending matter, other than as set forth in (i) if requested.~~

391 Unless further time is granted by the town commission and with the sole exception of zoning
392 items which shall not have a prescribed time limit unless imposed by the chair in accordance with
393 the advice of the town attorney, the statement shall be limited to the times prescribed herein. All
394 remarks shall be addressed to the town commission as a body and not to any member thereof. No
395 person, other than the mayor, members of the town commission and the person having the floor
396 shall be permitted to enter into any discussion, either directly or through a member of the
397 commission, without the permission of the presiding officer. No question shall be asked of any
398 member of the town commission except through the presiding officer.

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

407 Sec. 2-207. - Rules of debate.

408 *Rule 8.01 Rules of debate.*

409 (a) *Questions under consideration.* When a motion is presented and seconded, it is under
410 consideration and no other motion shall be received thereafter, except to adjourn, to lay on
411 the table, to postpone, or to amend until the question is decided. These motions shall have
412 preference in the order in which they are mentioned. A motion to adjourn and a motion to lay
413 on the table shall be decided without debate. Final action upon a pending motion may be
414 deferred until a date certain by a majority of the members present.

415 (b) *As to the presiding officer.* The mayor, as presiding officer, may vote on but shall not move
416 or second an item of debate. The presiding officer, however, upon relinquishing the chair,
417 may move or second an item, ~~vote~~, subject only to such limitations as are by these rules
418 imposed upon all members.

419 (c) *Getting the floor, improper references to be avoided.* Every member desiring to speak for any
420 purpose shall address the presiding officer, and upon recognition, shall be confined to the
421 question under debate avoiding all personalities and indecorous language.

422 (d) *Interruption; call to order; appeal a ruling of the chair.* A member once recognized shall not
423 be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a
424 member be called to order, the member shall cease speaking until the question of order is
425 determined by the presiding officer, and if in order, the member shall be permitted to
426 proceed. Any member may appeal to the town commission from the decision of the presiding
427 officer upon a question of order when, without debate, the presiding officer shall submit to

428 the town commission the question, "Shall the decision of the chair be sustained?" and the
429 town commission shall decide by a majority vote.

430 (e) ~~*Time limit for Consent agenda debate.*~~ There shall be no dDebate on any motion pertaining to
431 an item on the consent agenda, however, any member of the town commission may pull an
432 item from the consent agenda for consideration shall be limited to three minutes. After three
433 minutes of debate the item shall be removed from the consent agenda, if any, and placed on
434 the regular town commission agenda. The discussion by the town commission on any one
435 item shall not exceed one half hour or unless an extension is granted by a majority of votes of
436 the town commission.

437 (f) *Privilege of closing debate.* Any town commission member (including the presiding officer)
438 shall have the privilege of closing the debate by making a motion to that effect and provided
439 it is affirmed by vote of a majority of the town commission present.

440 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the
441 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,
442 or paper ballot (at the decision of the majority of the commission in certain circumstances)
443 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances
444 require a roll call vote by calling the names of the members of the town commission in
445 rotating order, provided that the vice-mayor shall vote next to last and alphabetically by
446 surname, except that the names shall be rotated after each roll call vote, if requested, so that
447 the commissioner who voted first on a preceding roll call shall vote last upon the next
448 subsequent matter; provided, however, that the presiding officer, if a member of the town
449 commission, shall always cast the last vote.

450 The town clerk shall call the roll, tabulate the votes, and announce the results. The vote upon
451 any resolution, motion or other matter may be by voice vote as previously noted, provided
452 that the presiding officer or any commissioner may require a roll call to be taken upon any
453 resolution or motion.

454 (h) *Explanation of vote; conflicts of interest.* There shall be no discussion by any town
455 commissioner voting, and the town commissioner shall vote yes or no. Any town
456 commissioner, upon voting, may give a brief statement to explain his or her vote. A town
457 commissioner shall have the privilege of filing with the clerk a written explanation of his or
458 her vote. Any town commissioner with a conflict of interest on a particular matter shall
459 refrain from voting or otherwise participating in the proceedings related to that matter and
460 must leave the commission chambers until the consideration of that matter is concluded and
461 file the proper form with the town clerk.

462 (i) *Tie votes.* Whenever action cannot be taken because the vote of the town commissioners has
463 resulted in a tie, the status quo shall continue in effect and the proposed ordinance, resolution
464 or motion that produced the tie vote shall be removed from the agenda without prejudice to
465 its reintroduction on a de novo basis at a later time; provided that in zoning and other quasi-
466 judicial matters when action ~~on a resolution~~ results in a tie vote, such resolution matter shall
467 be carried over to the next regularly scheduled meeting for the consideration of such quasi-
468 judicial matters unless the town commission designates a different time for such
469 reconsideration.

- 470 (j) *Vote change.* Any town commissioner may change his or her vote before the next item is
 471 called for consideration, or before a recess or adjournment is called, whichever occurs first,
 472 but not thereafter. In this case, the town clerk shall call back the vote and verify the outcome
 473 for the presiding officer.
- 474 (k) *No motion or second.* If an agenda item fails to receive a motion or second, it shall be
 475 removed from the agenda and shall be reintroduced only in accordance with the renewal
 476 provisions of Rule 8.01(m).
- 477 (l) *Reconsideration.* An action of the town commission may be reconsidered only at the same
 478 meeting at which the action was taken, or, if not, at the next meeting thereafter a motion to
 479 reconsider may be made only by a town commissioner who voted on the prevailing side of
 480 the question and must be concurred in by a majority of those present at the meeting. A
 481 ~~motion to reconsider shall not be considered unless at least the same number of town~~
 482 ~~commissioners is present as participated in the original vote, or upon affirmative vote of two-~~
 483 ~~thirds of those commissioners present.~~ Adoption of a motion to reconsider shall rescind the
 484 action reconsidered.
- 485 (m) *Renewal.* Once action is taken on a proposed ordinance or resolution neither the same matter
 486 nor its repeal or rescission may be brought before the town commission again for a three-
 487 month period following the said action unless application for renewal by three commissioners
 488 is first submitted to the presiding officer. Should an ordinance or resolution be proposed that
 489 raises the same previously resolved matter, or its repeal or rescission, in different or modified
 490 form during the three-month period, the presiding officer may declare the proposal out of
 491 order.
- 492 (n) *Adjournment.* A motion to adjourn shall always be in order and decided without debate.
- 493 (o) *Suspension of the rules.* No rule of procedure adopted by the town commission shall be
 494 suspended except by an affirmative vote of a majority two-thirds of the members of the town
 495 commission present.

496 Sec. 2-208. - Additional ordinances prescribing town commission procedure.

497 *Rule 9.01 Representation of Town of Surfside.* ~~Whenever~~ The presiding officer town
 498 commission may, with the consent of the designee, designate a member(s) of the town
 499 commission to represent the town commission at such meetings, conferences or other occasions
 500 as deemed ~~deems it necessary or desirable that~~ by the town commission, shall be represented at
 501 ~~meetings, conferences or other occasions involving other governmental entities, agencies,~~
 502 ~~officials or groups, or non-governmental organizations, or departments, agencies or officials of~~
 503 ~~the town government, the presiding officer may designate members of the town commission to~~
 504 ~~represent the town commission at such meetings, conferences or other occasions, with the~~
 505 ~~consent of the designee.~~ A designation must be ratified by a majority of the members of the
 506 town commission then present ~~may disapprove any such appointment.~~ Such representative(s)
 507 shall have no power to act for or on behalf of the town commission, or to make any
 508 commitment or binding obligation on behalf of the town commission or the town. Such
 509 representatives shall report to the town commission with regard to such meeting, conference or
 510 other occasion.

511 *Rule 9.02 Noncompliance with procedural rules.* If a procedural rule pursuant to this
512 Article VI. — "Rules of Procedure for Town Meetings" is not complied with as a result of
513 either mistake, inadvertence or excusable neglect, as those terms are defined by law, by either
514 the presiding officer or the parliamentarian, then the validity of the underlying substantive
515 ordinance, resolution, motion or other action shall in no way be affected thereby, and the failure
516 of compliance with said procedural rule shall not be the basis for any person or party to
517 challenge any ordinance, resolution or other action.

518 Sec. 2-209. - Amendment to rules of procedure for town meetings.

519 Once adopted, changes to these rules may be made as changes to any other ordinance are
520 made by a majority vote and after two readings of the amendatory ordinance.

521 Secs. 2-210—2-225. - Reserved.

522 **Section 3. Severability.** If any section, sentence, clause or phrase of this ordinance is
523 held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding
524 shall in no way affect the validity of the remaining portions of this ordinance.

525 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is
526 hereby ordained that the provisions of this Ordinance shall become and made a part of the Town of
527 Surfside Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
528 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other
529 appropriate word.

530
531 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
532 Resolutions in conflict herewith are hereby repealed.

533
534 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

535
536 **PASSED and ADOPTED** on first reading this ____ day of _____, 2017.

537
538 **PASSED and ADOPTED** on second reading this ____ day of _____, 2017.

539
540
541 On Final Reading Moved by: _____

542
543 On Final Reading Second by: _____

544
545
546 **FINAL VOTE ON ADOPTION:**

547 Commissioner Daniel Gielchinsky _____
548 Commissioner Michael Karukin _____
549 Commissioner Tina Paul _____
550 Vice Mayor Barry Cohen _____
551 Mayor Daniel Dietch _____

552
553
554

Daniel Dietch, Mayor

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ATTEST:

559
560
561

Sandra Novoa, MMC, Town Clerk

563
564

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

567
568

Weiss Serota Helfman Cole and Bierman, P.A.
Town Attorney

569
570
571



Town of Surfside Commission Communication

Agenda Item # 4B4

Agenda Date: September 12, 2017

Subject: Water, Sewer and Stormwater Rate Adjustment

Background: The Town of Surfside provides utility services of water, sewer and stormwater to 1,373 residential and commercial customers. The Town engaged the services of an independent consultant, Black & Veatch to review and analyze the current water, sewer and stormwater rates and to develop a series of rate adjustments to meet the requirements for each utility over the next five fiscal years. This rate study and five year financial forecast covering the period from fiscal year 2016-2017 through fiscal year 2020-2021 was developed to estimate the revenue adjustments needed for the Town's utilities in order to continue to fund annual operation and maintenance expenses, make required debt service payments of principal and interest on two outstanding loans, meet the debt service coverage ratio requirements of the loans and maintain fund balance reserve requirements.

The Town's last adopted rates for water, sewer and stormwater was in fiscal year 2010. Since the last rate increase seven (7) years ago, the Town has been able to hold off a rate increase as a result of the replacement of a new water, sewer and stormwater utility system. This new system resulted in significant savings from reduced water and sewage flow purchase from Miami-Dade for water and the City of Miami Beach for sewage disposal. The efficient operations of these utilities by the Town resulted in a savings to the utility customers it serves. The Town was able to absorb the annual rate increases for water it purchased from Miami-Dade water and the annual increases in the cost of sanitary sewage flow from the City of Miami Beach for a combined increase of 45% over the past seven years. Also in addition during this seven year period the Consumer Price Index rose 12% for operating cost and capital equipment.

The independent study by Black & Veatch concluded that the water, sewer and stormwater utility revenues from existing rates will not be sufficient to meet anticipated cost over the study period of fiscal year 2017 through 2021. Therefore, revenue adjustments will be needed to meet projected costs.

The Town bills its residential customers for water, sewer and stormwater every two (2) months with an average current bill of \$200.00. The recommended rate adjustments to water, sewer and stormwater rates would increase the average bill \$20.00 per month.

The current water and sewer rates were adopted in fiscal year 2010 by Ordinance and the stormwater rates were adopted by Resolution. This new Ordinance will show the strike through of water and sewer rates with new language that will reference the new water and sewer rates to be adopted by Resolution. The Second Reading of the Ordinance will be on October 10, 2017 followed by a Resolution adopting the new water, sewer and stormwater rates effective October 1, 2017.

Budget Impact: The additional annual revenues that are projected to be generated in fiscal year 2017-2018 from the rate adjustments to the Water and Sewer Fund are \$661,908 and to the Stormwater Fund of \$101,000.

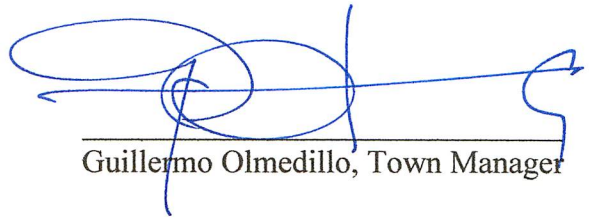
The 2017-2018 Annual Budget includes the new revenue projections based on the utility rate adjustments. The Water and Sewer Fund total annual revenues will change from \$3,015,250 to \$3,677,158 and the Stormwater Fund will change from \$505,000 to \$606,000.

Staff Impact: N/A

Recommendation: It is recommended that the independent study by Black & Veatch be implemented and the new water, sewer and stormwater rates be adopted by Resolution.



Donald Nelson, Finance Director



Guillermo Olmedillo, Town Manager

DN/drh

ORDINANCE NO. 2017-_____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 78 “UTILITIES” OF THE TOWN CODE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 11 of the Town of Surfside (the “Town”) Charter authorizes the Town Commission to levy, assess, and collect fees on all property within the Town; and

WHEREAS, on October 12, 2010, the Town Commission adopted Ordinance No. 10-1560 amending Chapter 78 “Utilities” of the Town’s Code of Ordinances (“Code”); and

WHEREAS, on May 10, 2016, the Town Commission adopted Resolution No. 16-2375 approving Black & Veatch to review and analyze the Town’s current water, sewer, and stormwater rates and to develop a series of revenues of adjustments to meet the requirement for each utility for the next five fiscal years; and

WHEREAS, the Town Commission wishes to amend Chapter 78 of the Town’s Code based upon the rate study and establish amended service charges for the Town’s utilities for the fiscal year beginning October 1, 2017; and

WHEREAS, the Town Commission finds that amending Chapter 78 of the Town’s Code and revising the Town’s utility charges is in the best interest of the Town, will assist the Town in recovering the cost of providing utility services, will promote equity in utility rates, will assist the Town in establishing reserve policies to avoid future rate hikes, will encourage water conservation throughout the Town, will improve the Town’s water and sewer capital infrastructure (which are mandated by DERM), and will enable the Town to secure funding for capital improvement debt service costs.

NOW, THEREFORE, THE COMMISSION OF THE TOWN OF SURFSIDE HEREBY ORDAINS:¹

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

Section 2. Amending Chapter 78 of the Town Code. That Chapter 78 of the Town Code is hereby amended to read as set forth in Exhibit A attached hereto and incorporated herein.

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with **highlighted double strikethrough and double underline.**

Section 3. Codification. That it is the intent of the Town Council that the provisions of this ordinance shall become and be made a part of the Town’s Code of Ordinances, and that the sections of this Ordinance may be renumbered or relettered and the word “ordinance” may be changed to “section,” “article,” “regulation,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Conflicts. All ordinances or parts of ordinances, resolutions or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

Section 6. Effective Date. That this Ordinance shall become effective immediately upon adoption on second reading.

PASSED on first reading on the 12th day of September, 2017.

PASSED AND ADOPTED on second reading on the 10th day of October, 2017.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____

Commissioner Michael Karukin _____

Commissioner Tina Paul _____

Vice Mayor Barry Cohen _____

Mayor Daniel Dietch _____

[SIGNATURE PAGE FOLLOWS]

Daniel Dietch, Mayor

Attest:

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

EXHIBIT A

CHAPTER 78 - UTILITIES

* * *

ARTICLE II. - WATER SERVICE

* * *

Sec. 78-27. - Amendment of regulations.

The changes and variations in the sections comprising Chapter 110, Miami Beach City Code, as further amended by section 78-26, as made by the town commission are enumerated as follows:

Section 110-166 is amended to read as follows:

1. The consumption rate of nonmunicipal single-family residential, duplex, triplex, and quadraplex consumers for water supply service in the territory shall be established by resolution of the Town Commission. ~~based on an inclining block rate structure as follows:~~

6,000 gallons	\$2.97 per 1,000 gallons
6,001—12,000 gallons	\$3.56 per 1,000 gallons
12,001 and above	\$5.94 per 1,000 gallons

The consumption rate for nonmunicipal consumers, excluding single-family residential, duplex, triplex, and quadraplex consumers for water supply service in the territory shall be ~~a uniform block rate of \$3.67 per 1000 gallons~~ established by resolution of the Town Commission.

110-166. Section 110-166 is amended to read as follows:

2. Any municipality within town limits, which purchases its water supply in whole or in part from the town shall be charged at the rate of ~~\$2.97 per 1,000 gallons~~ established by resolution of the Town Commission. Any municipality outside town limits shall be charged at the rate of ~~\$3.67 per 1000 gallons~~ established by resolution of the Town Commission.

110-166. Subsection (a) of section 110-166 is amended to read as follows:

Every water supply service shall have a monthly service charge on each service installed. The monthly service charge on each service shall vary with and be based upon the size of the service pipe required and installed. This service charge shall be in accordance with the following schedule and shall entitle the consumer, without excess charge, to have supplied through the meter the number of 4 gallons of water set forth in the table.

All bills for water service shall be paid within thirty days from date of bill. If such bills are not paid by the first day of the second month following that in which the service was rendered, such service shall be discontinued.

The monthly service charge shall be established by resolution of the Town Commission, as follows:

Size of Service (in inches)	Monthly Base (Fixed) Service Charge
5/8	\$13.90
1	20.22
1½	30.76
2	43.40
3	72.90
4	115.03
6	220.37
8	346.78

There shall not be a rental charge on meters.

110-166. Subsection (d) of section 110-166 is amended to read as follows:

Upon the application of the owner or consumer for water service, on premises to which there has not been any previous service for water, or for an additional, enlarged or reduced service, the ~~following~~ tapping charges, as established by resolution of the Town Commission, shall be made to cover the cost of the tap and the installation of the service to the property line of the lot to be supplied with water service.:

Up to 1-inch tap and service	\$350.00*
1½-inch tap and service	\$500.00*
2-inch tap and service	650.00*
Over 2-inch tap and service	Actual cost, plus 15 percent
*Additional charge where a street, sidewalk, curb or gutter is cut	Actual cost of replacement, plus 15 percent

There shall not be a rental charge on meters.

All water meters and meter boxes servicing private property shall be located upon said property, and in no case shall be in the public right-of-way.

110-166. Subsection (e) of section 110-166 is amended to read as follows:

Every owner or consumer making an application for water service shall be required to make a deposit for each meter with the public works department called a guarantee of payment deposit. The amount of such deposit shall be according to the size of the service for each meter ~~in the following schedule~~ as established by resolution of the Town Commission.:

Minimum Guarantee Deposits

Service	Owner, per Meter
5/8"	\$160.00
1"	200.00
1½"	300.00
2"	400.00
3"	600.00
4"	800.00
6"	1,200.00
8"	1,600.00

If no refund has been applied for within one year after water service has been discontinued to the party making the guarantee deposit for water service at the specific location mentioned in the receipt, such deposit shall be forfeited and be transferred to the water revenue account of the town.

110-192. Subsection (a) of section 110-192 is amended to read as follows:

All delinquent accounts, including metered water supply service, may cause the service of the water department to be discontinued and the water supply to be shut off from and to the premises of the owner or consumer from whom such account is in arrears, immediately upon such account becoming delinquent or as soon thereafter as practicable, without notice, and such service will not be resumed and the water turned on to such premises until the amount of the delinquent account and ~~the sum of \$25.00 for the first occurrence then \$50.00 for the second and subsequent occurrence(s) within a rolling 12-month calendar period~~ such sums as may be established by resolution of the Town Commission for turning on the supply to each premises so shut off ~~has~~ have been paid. All accounts shall be settled in person at town hall or by mail.

110-3. Section 110-3 is amended to read as follows:

Any person found guilty of a violation of any of the foregoing rules and regulations in this chapter, or who shall fail to observe any of the foregoing regulations, or who shall take and use water of the town without paying therefor, or who shall connect his premises with any water main of the town without the permission of the water department, shall, upon conviction thereof, be punished as provided in section 1-8 of the Code of the Town of Surfside, Florida.

* * *

ARTICLE III. - SEWERS AND SEWAGE DISPOSAL

* * *

Sec. 78-56. - Sewer service charges.

- (a) There is hereby imposed, upon all premises within the town connected to or using the facilities of the town's sanitary sewer system, a monthly sewer service charge based on effluent flow. Such sanitary sewer service charge shall be ~~in an amount equal to \$5.41 per 1,000 gallons of billed sewer flow per account or dwelling unit delivered to the consumer~~ established by resolution of the Town Commission. In addition to the flow-based charge there shall be a base (fixed) monthly charge ~~in the amount of \$3.44 per account or dwelling unit~~ established by resolution of the Town Commission. The amount of such sanitary sewer system service charges shall be shown as a separate item on such water bills and shall be paid by the owner or occupant in possession of such premises at the same time and in the same manner as is provided in this chapter for the payment of water bills. Further, provided that the provisions of this section shall not be applicable to any water sold and delivered through separate meters measuring water delivered and consumed solely for swimming pools, lawn sprinkler systems or other purposes not requiring the use of the sanitary sewer system facilities of the town.
- (b) In addition to the penalty for violation of this section as set forth in this article, all delinquent accounts may cause the service of the water department to be discontinued and the water supply to be shut off from and to the premises in accordance with this article.

Sec. 78-57. - Review of service rates.

Rates set forth in this article shall be reviewed annually at the time the town's general operating budget is reviewed and adopted. The town commission shall, from time to time, amend this article, so that revenues expected to be generated by the sewer service and other charges shall be sufficient to pay the projected operating, ~~and~~ and maintenance, and debt service requirements costs for providing such services as well as providing for desired unrestricted and restricted net asset reserves, The town commission shall also provide the funds necessary in accordance with this article. Sewer system customers of the town shall be notified of rates and other charges applicable to such sewer service.

Secs. 78-58—78-80. - Reserved.

* * *



**Town of Surfside
Town Commission Meeting
July 11, 2017, 7:00 pm**

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

Commission Communication

Agenda #: 5A
Date: July 11, 2017/ September 12, 2017
From: Commissioner Michael Karukin
Subject: Four Year Staggered Terms for the Town Commission and Retain Two year Term for Mayor

Background: At the May 9, 2017 Town Commission meeting, I presented a discussion item on four year staggered terms. The Commission voted to direct the Town Attorney to prepare the appropriate documents for a referendum amending the Charter on retaining the existing two year term for the Mayor and implement new four year staggered terms for the other four Commissioners.

The Miami-Dade County Elections Department's deadline to submit a resolution or ordinance to the Supervisor of Elections to call for a Special Election on March 20, 2018, for Charter amendments or any other questions is 60 days prior, by no later than Friday, January 19, 2018.

F.S. 101.161(1) states that, "The ballot summary of the amendment or other public measure shall be an explanatory statement, not exceeding 75 words in length. The ballot title shall consist of a caption, not exceeding 15 words in length, by which the measure is commonly referred to or spoken of." Proposed language is provided in the attached Resolution.

Consideration:

- Prior to 1975, the Surfside Charter specified 4 year terms for the Mayor and Commissioners.
- At a special election in November of that year, section 105 of the Charter was amended to "*establish future biennial elections for all members of the City Council, including the Mayor, for terms of two years in place and stead of the present four year council terms*".¹ Hence, 2 year terms in Surfside was born.
- However, most experts agree that 4-year staggered terms is good public policy and used by many if not most municipalities. Historically, it was understood that electoral "rotation" mixes the balance of stability and continuity with responsiveness to the electorate².

- Over the years, returning to some form of a 4-year term had been considered on several occasions. The last attempt to modify section 105 of the Charter was in 2014 but it did not pass. At that time, the 2014 Charter Review Board (CRB) recommended a hybrid approach where we would
 - a) retain the existing 2-year term for the Mayor,
 - b) implement 4 year staggered terms for the other 4 Commissioners, and
 - c) allow the full 5-member commission select the Vice Mayor each time a new mayor is elected (this was needed for logistical reasons).
- Two factors may have contributed to its rejection by the voters:
 - a) the ballot language in the title was not clear and
 - b) there were many other charter questions on the same ballot.
- In the 2014 ballot, the concept of retaining the existing 2-year term for the Mayor was not explicitly mentioned in the title (see reprint below). Disclosing that aspect of the proposal may have made a difference. Otherwise, unless you read the full description, based on the title alone, people may have thought that the terms for all 5 seats, including the Mayor's seat, were being extended from 2 to 4 years, when that was not the case.

Proposed Implementation strategy:

The outside counsel who worked with the 2014 Charter Review Board (Jean Olin) recommended the following implementation strategy.

- 1) Since the election would be in March 2018, the 4 year terms would have to be implemented in 2020 election.
- 2) In 2020, the commission candidates with the highest and second highest number of votes shall be elected for a 4-year term and the commission candidates with the third and fourth highest number of votes shall be elected for a 2 year term. The Mayors 2-year term is not changed.
- 3) In 2022, there will be an election for those 2 commission seats that had a two-year term that commenced in 2020. The commission candidates who in 2022 get the highest and second highest number of votes shall be elected for 4 year terms. The Mayors term remains unchanged.
- 4) Therefore, commencing in 2022 and every 2 years thereafter, every regularly scheduled election will be for 3 seats, the Mayor and 2 commissioners.

Recommendation:

Approve the attached Resolution and direct the Town Clerk to officially request the Miami-Dade County Supervisor of Elections' consent as to the date to call for a Special Election (*F.S. 100.151*) with the Town's regularly scheduled election on March 20, 2018.

Sources:

- 1) Surfside Resolution number 930, September 9, 1975.
- 2) Wirls, Daniel. (2015). "Staggered Terms for the US Senate: Origins and Irony".
Legislative Studies Quarterly, 40, 3, August 2015. The Comparative Legislative Research
Center of The University of Iowa. Accessed on 3/27/2017 at
http://www.academia.edu/14338377/Staggered_Terms_for_the_U.S._Senate_Origins_and_Irony.
- 3) Final Report, 2014 Surfside Charter Review Board

RESOLUTION NO. 17 -

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, CALLING FOR A MARCH 20, 2018 TOWN OF SURFSIDE SPECIAL ELECTION, FOR THE PURPOSE OF SUBMITTING TO THE ELECTORATE OF THE TOWN OF SURFSIDE, FLORIDA, A PROPOSED AMENDMENT TO THE TOWN CHARTER CONCERNING SECTION 5 - “NUMBER; SELECTION; TERM”, SECTION 8 -“PRESIDING OFFICERS”, AND SECTION 105 - “GENERAL AND SPECIAL ELECTIONS OF COMMISSION MEMBERS”, AS PRESENTED IN A BALLOT QUESTION ON AMENDMENTS TO THE TOWN CHARTER “ESTABLISHING FOUR-YEAR STAGGERED TERMS FOR COMMISSIONERS AND RETAINING MAYOR’S TWO-YEAR TERM” COMMENCING WITH TOWN’S GENERAL ELECTION IN 2020; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS FOR THE SPECIAL ELECTION; PROVIDING FOR CHARTER AMENDMENT ELECTION PROCEDURES AND RELATED DETAILS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 97.1 of the Town Charter of the Town of Surfside (“Town”) referencing Section 6.03 of Article 6 of the Home Rule Charter for Miami-Dade County provides the manner in which charter amendments shall be proposed; and

WHEREAS, in accordance with provisions of the Charter of the Town and the general laws of the State of Florida, a Special Election is hereby called and directed to be held in the Town of Surfside, Florida, from 7:00 a.m. to 7:00 p.m. on Tuesday, March 20, 2018, for the purpose of submitting to the electorate the proposed amendment to the Town Charter which is set forth herein; and

WHEREAS, that the appropriate and proper Miami-Dade County election officials shall conduct the said Special Election hereby called, with acceptance of the certification of the results of said Special Election to be performed by the Town Commission. The official returns shall be furnished to the Town Clerk as soon as the ballots from the precinct have been tabulated and in accordance with Section 26-12 of the Town Code and applicable laws; and

WHEREAS, the voting precinct in the Town for said Special Election which has been established by the proper and appropriate Miami-Dade County Election Officials is located at Surfside Town Hall, 9293 Harding Avenue, Surfside, Florida 33154. All Town electors shall vote at this polling place for this Special Election; and

WHEREAS, not less than thirty (30) days' notice of the adoption of this Resolution and of its provisions calling this Special Election shall be given by publication in the Miami Herald, a newspaper of general circulation in Surfside, Miami-Dade County, Florida. Such publication shall be made once in the fifth week before the election and once in the third week before the election in accordance with the provisions of Section 100.342, Florida Statutes, and the Town Code.

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. Notice of Election. The Notice of Election shall be substantially in the following form:

“THE TOWN OF SURFSIDE, FLORIDA

NOTICE OF SPECIAL ELECTION

NOTICE IS HEREBY GIVEN THAT A SPECIAL ELECTION HAS BEEN CALLED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AND WILL BE HELD IN SAID TOWN FROM 7:00 A.M. UNTIL 7:00 P.M. ON TUESDAY, THE 20TH DAY OF MARCH, 2018, AT WHICH TIME THERE SHALL BE SUBMITTED TO THE DULY REGISTERED AND QUALIFIED VOTERS OF THE TOWN OF SURFSIDE THE FOLLOWING CHARTER AMENDMENT QUESTION:

ESTABLISHING FOUR YEAR STAGGERED TERMS FOR COMMISSIONERS AND RETAINING MAYOR’S TWO YEAR TERM

The Charter provides for Mayor and Commissioners to be elected to two year terms, with the Commissioner receiving the most votes becoming Vice Mayor. It is proposed that the Charter be amended to retain a two year term for Mayor, while providing for transition to four year, staggered terms for Commissioners beginning in 2020, and for Vice Mayor to be selected by the Commission from among its members.

Shall the Charter amendment be adopted?

YES []

NO []

The polling place for the Special Election shall be the Surfside Town Hall located at 9293 Harding Avenue, Surfside, Florida 33154. All Town electors who are timely registered (ie: on or before February 20, 2018) shall be eligible to vote. The enabling Resolution, including the ballot question and the full text of the proposed Charter Amendment are available at the Office of the Town Clerk, located at the Surfside Town Hall.

Sandra Novoa, MMC, Town Clerk ”

Section 3. Form of Ballot.

- A. That the official ballot to be used in the Special Election to be held on Tuesday, March 20, 2018, as hereby called, shall be in substantially the following form, to-wit:

“OFFICIAL BALLOT

**ESTABLISHING FOUR YEAR STAGGERED TERMS FOR COMMISSIONERS AND
RETAINING MAYOR’S TWO YEAR TERM**

The Charter provides for Mayor and Commissioners to be elected to two year terms, with the Commissioner receiving the most votes becoming Vice Mayor. It is proposed that the Charter be amended to retain a two year term for Mayor, while providing for transition to four year, staggered terms for Commissioners beginning in 2020, and for Vice Mayor to be selected by the Commission from among its members.

Shall the Charter amendment be adopted?

YES []

NO [] ”

- B. The form of the ballot to be used in this Special Election and its preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

Section 4. Charter Amendment Text; Effectiveness. The text of the proposed Charter amendment (the “Charter Amendment”) is set forth in Exhibit “A”, which is attached hereto and incorporated herein. The Charter Amendment shall become effective if the majority of the qualified electors of the Town voting on the Charter Amendment vote for its adoption, and it shall be considered adopted and effective upon the certification of the Special Election results. Following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami- Dade County, Florida.

Section 5. Registration to Vote. Registration of persons desiring to vote in the Special Election shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the Town Clerk, Town Hall, 9293 Harding Avenue, Surfside, Florida 33154, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. The Miami-Dade County Supervisor of Elections will register voters for this Special Election until 5:00 p.m. on February 20, 2018. All persons eligible to vote at this Special Election must be registered before the time and date set forth herein or have registered previously, as provided by law. Each person desiring to become a

registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 8th Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

Section 6. Absentee Voters. That the absentee voters participating in said Special Election shall be entitled to cast their ballot in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

Section 7. Election Expenses. That the Town of Surfside shall pay all expenses for conducting this Special Election and will pay such expenses to Miami-Dade County or directly to all persons or firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

Section 8. Available for Public Inspection/Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections. Copies of this Resolution providing for this Charter Amendment subject to this referendum approval is on file in the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida and is available for public inspection during regular business hours. Furthermore, the Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

Section 9. Severability. If any section, sentence, clause or phrase of the ballot measure or proposed Charter Amendment text 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 said ballot measure or Charter Amendment text.

Section 10. Authorization of Town Officials. The Town Manager, Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution and implementation of the terms and purposes of this Resolution, and the codification of the Charter Amendment if adopted and effective as described in Section 4 above.

Section 11. Effective Date. Following the passage and adoption of this Resolution, this Resolution shall be effective immediately from and after November 22, 2017, so as to comply with the 120 day time constraint of Section 6.03 of the Miami-Dade County Charter.

PASSED AND ADOPTED this ____ day of _____, 2017.

Motion by Commissioner _____, second by Commissioner _____.

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:**

Town Attorney

EXHIBIT “A”

TEXT OF PROPOSED CHARTER AMENDMENT OF THE TOWN OF SURFSIDE

The Town of Surfside Charter Section 5 - “Number; Selection; Term”, Section 8 - “Presiding Officers”, and Section 105 - “General and Special Elections of Commission Members”, are hereby amended to read as indicated below, with additions to existing Charter text being shown in underline; and deletions from existing Charter text being shown in ~~strikethrough~~.

- **Sec. 5. - Number; selection; term.**

The commission shall have five members elected from the town at large in the manner and for terms provided in section 8(B) or Article VI (as applicable), or until their successors have been elected and take office.

- **Sec. 8. - Presiding officers.**

A. Except as otherwise provided in paragraph (B), below, and subject ~~Subject~~ to Charter Section 105, when applicable, candidates receiving the highest number of votes shall be elected as follows: The Mayor shall be elected separately from his/her own group. The four Commissioners shall run at-large and the Commissioner receiving the highest number of votes in the General Election shall, for a term of two years immediately following thereafter, have the title of Vice-Mayor, subject to the limited exception provided for in Charter Section 105(8)C. The Commissioners receiving the second, third and fourth highest number of votes in the General Election shall, for a term of two years immediately following thereafter, serve as the remaining Commissioners.

B. However, while retaining the two-year term for the office of Mayor, commencing with the General Election of March, 2020, a transition shall be made to provide for a four-year term of office for four Commissioners, in lieu of a two-year term of office for Commissioners. This transition shall be made in accordance with the following implementation schedule, which is designed to provide for a smooth transition to staggered, four-year terms of office for Commissioners, to wit:

(i) At the March, 2020 General Election, the two Commission candidates who are elected with the highest and second highest number of votes shall be elected for a four-year term of office, and the two Commission candidates who are elected with the third and fourth highest number of votes shall be elected for a two-year term of office. Further, in the event that at said election, candidates are elected as Commissioner by operation of law rather than by vote of the electorate, the determination as to which of said candidates so elected by operation of law received the higher number of votes, for the purpose of determining which of said candidates receives the four- year term of office and the two- year term of office, will be made by the drawing of lots in the presence of and under the supervision and direction of the Town Clerk. Following the commencement of terms resulting from the March, 2020 General Election, the Town Commission shall select the Vice Mayor from among the four Commissioners. The Vice Mayor designation shall be made each two years thereafter, in the same manner, following each General Election.

(ii) At the March, 2022 General Election, the two Commission places which received the two-year terms of office described in subparagraph (i) above, shall be presented for election for a four-year term of office. Accordingly, the two Commission candidates who are elected with the highest and second highest number of votes at the March, 2022 General Election shall be elected for a four-year term of office.

(iii) As a result of completion of the implementation schedule described above in this paragraph (B), commencing with the March, 2022 General Election and for the General Election held every two years thereafter, each General Election will present three elective offices for a vote of the electors of the

Town, consisting of the Mayor and two Commissioners. The Mayoral office will remain as a two-year term of office. Candidates receiving the highest number of votes shall be elected to the office sought.

(iv) The Town Commission may, by ordinance, provide further procedures for the implementation of this paragraph (B), if desired.

-Sec. 105. - General and special elections of commission members.

(1)

On the third Tuesday in March in every even numbered calendar year, all members of the Town Commission shall be elected for terms of two (2) years, provided, however, that Commission members elected for four (4) year terms at the 1974 Election pursuant to the Charter provisions in existence prior to the adoption of this Amendment, shall remain in office until the expiration of the term to which they were elected under such prior provisions. At the Election to be held in the year 1976, and biennially thereafter, all members of the Town Commission shall be elected for terms of TWO (2) years; terms to begin at 8 o'clock P.M. on the day following the Election.

(2)

Should a vacancy on the commission be filled at a general municipal election, pursuant to Charter [Section 16](#), the term of such vacancy shall be considered to have expired and the candidate elected shall be elected for a two-year term. The commission may implement the provisions of this section or other provisions of this Charter governing the filling of vacancies, by ordinance, not inconsistent with the provisions of this Charter.

(3)

If two or more vacancies occur at approximately the same time they shall be filled separately in the order in which they occur. If all the places on the commission shall become vacant at once, or should a majority of the places on the commission become vacant, the Town Manager shall within sixty days call a Special Election of members to serve for the remainder of the unexpired terms; the candidates receiving the highest number of votes shall be elected for the longest unexpired terms and the candidates receiving the next highest number of votes shall be elected for the shortest unexpired terms. Should the Town Manager fail or refuse to order an election as herein provided within the time required, such election may be ordered by any court of competent jurisdiction.

(4)

All elections held on the third Tuesday of March in even numbered calendar years, or any postponements thereof, for the election of commissioners shall be known as general municipal elections. All other elections shall be known as special municipal elections.

(5)

All members of the Commission receiving the highest number of votes shall be elected in accordance with Charter [Section 8](#). A run-off election shall be held the first Tuesday of April following the general election for those candidates receiving the following tie votes:

—

Tie vote among all candidates for Mayor and/or among all candidates for Town Commissioner;

—

Tie vote among four or more candidates for Town Commissioner after one Town Commissioner seat is filled;

—

Tie vote among three or more candidates for Town Commissioner after two Town Commissioner seats are filled;

—

Tie vote between two or more candidates for Town Commissioner after three Town Commissioner seats are filled.

A seat shall be considered "filled" as referenced hereinabove when a candidate receives the highest number of votes cast, in accordance with Charter [Section 8](#).

Should the highest votes in the run-off election result in a tie result, the outcome shall be determined by lot. The runoff election shall be held in the same manner and form as the general municipal election.

(6)

All elections shall be conducted by secret ballot, with or without the use of voting machines as the commission by ordinance may direct, and under rules to be fixed by ordinance not inconsistent herewith.

(7)

No general or special election of the Town of Surfside shall be held on a national or state legal holiday. Should the third Tuesday in March in any even numbered calendar year be declared such a legal holiday, then the regular election scheduled for that day shall be postponed to the first day thereafter that is not a legal holiday, and the induction of commissioners into office shall be deferred to the next business day following such postponed election, but such deferred induction shall not change the expiration dates of the terms of office of the candidates elected.

(8)

A.

If not more than one candidate has qualified for Mayor and/or the number of qualified candidates for Town Commissioner are equal to or less than the number of seats to be filled, then said candidates shall be elected by operation of law and no election for said Office(s) shall be conducted. Any remaining unfilled seats on the commission shall be filled in accordance with the supplemental qualifying process set forth in subsection B below, as applicable.

B.

If more than one candidate has qualified for Mayor and/or the number of qualified candidates for Town Commissioner are greater than the number of seats to be filled, then the election shall be held for purposes of electing said officials. If however, following the qualifying period a qualified candidate withdraws, dies, or is removed from the ballot, leaving fewer than two qualified candidates for Mayor and/or a number of qualified candidates for Town Commissioner which are equal to or less than the number of seats to be filled, then a vacancy in candidacy shall have occurred, and there shall be one supplemental qualifying period of five (5) business days beginning on the first business day immediately following the vacancy. The Town shall by ordinance establish the number of days (no less in number than as advised by the Miami-Dade County Elections Department) prior to the election date by which no further supplemental qualifying period shall occur.

(a)

If after the end of all applicable qualifying periods there are two or more qualified candidates for Mayor and/or the number of qualified candidates for Town Commissioner are greater than the number of seats to be filled, then the election shall be held for purposes of electing said officials.

(b)

If after the end of all applicable qualifying periods there is only one qualified candidate for Mayor and/or the number of qualified candidates for Town Commissioner are equal in number or less than the number of seats to be filled, then

said candidates shall be deemed elected by operation of law and no election for said Office(s) shall be conducted.

(c)

Any unfilled Commission seats remaining after the end of all applicable qualifying periods for the General Election as a result of no candidates having qualified to fill such seats shall be deemed a vacancy on the commission, which shall be filled in accordance with the procedure set forth in [Section 16](#) of the Town Charter.

C.

The terms of all newly-elected commissioners from the General/RunOff Election shall commence in accordance with Charter [Section 19](#) except in the event the election has not been held due to all said commission members having been elected by operation of law as set forth hereinabove, in which case all such officials' terms shall commence on the first business day immediately following the subject scheduled election date, whereupon they shall be administered the oath of office. Moreover, in the event at least one of the Town Commissioners has been elected by operation of law, the selection of Vice Mayor shall be made by the new Town Commission.

D. The provisions of Charter Section 8(B) shall supersede and prevail over any provisions of this Charter Section 105 which are in conflict with section 8(B).



Commission Communication

Agenda #: 5B

Date: September 12, 2017

Subject: Employee Health Benefits Contract Renewal for FY 2017-2018

Objective: To provide all eligible employees with Health Insurance coverage(s) and other benefits for FY 2017-2018.

Background: The contract with UnitedHealthcare will expire on September 30, 2017.

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, and UnitedHealthcare. All proposals were analyzed and it was determined that changing the health insurance provider from UnitedHealthcare to Aetna and allow employees the option to select either a traditional plan or a high deductible health plan (HDHP) plan was the most favorable option.

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 10 % from Aetna.

The method of payment to our insurance agent of record, Adams Benefit was approved by Resolution 15-2319. It established a flat fee payment structure. Aetna's broker commissions are paid based on the group size and plan enrollment. The broker

commission with Aetna cannot be negotiated as they are filed with the State of Florida. The rate increase of 10% from Aetna includes the broker fee arrangement with Adams Benefit.

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 2016-2017 rates.

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

The dental coverage will continue with Guardian for the third year. The vision coverage will be transferred to Guardian. The rates did not change from the FY 2016-2017 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 \$31.00.

The employee share per pay period for employee and family coverage (HDHP) will be \$177.00. The employee share per pay period for employee and family coverage (traditional plan) will be \$257.00.

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 \$162,000. 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 2016-2017.

The employee share per pay period for employee and family dental HMO coverage will remain at \$12.49, the same as FY 2016-2017. The employee share per pay period for employee and family dental PPO coverage will remain at \$62.61, the same as FY 2016-2017.

3. The Life insurance Coverage: The Town will continue to provide Life and Disability coverage to all full time employees. The rates will remain same as FY 2016-2017.

The retiree life insurance coverage for a life benefit of \$15,000 will remain at \$1.25 per thousand, the same rate as FY 2016-2017.

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 Arrangement: The Flexible Spending Arrangement (FSA) benefit services and the Health Reimbursement Arrangement (HRA) will continue to be managed by Asure Software (formerly known as Mangrove).

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


6. The COBRA administration will be provided by Asure Software.

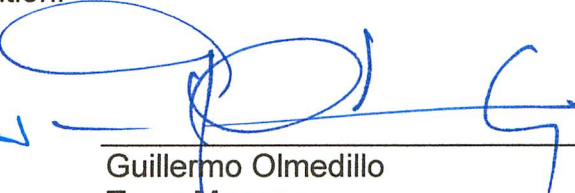
Budget Impact: The contract cost for health care (**Town plus employee contribution**) is estimated at \$1,224,924 for FY 2017-2018. The Town's portion is estimated to be approximately \$1,047,648 which includes \$162,000 for a Health Reimbursement Account (HRA) to cover employee deductions and copayments.


A \$55,658.56 savings to the Town from employees not utilizing all their respective funds in their accounts for FY 2015-2016 will be rolled forward to cover the increased cost of health insurance for FY 2017-2018. FY 2017-2018 budget allocated \$1,062,327 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 Aetna, dental and vision coverage with Guardian, term life insurance, accidental death, short term disability and long term disability with Mutual of Omaha, and the flexible spending, HRA administration and COBRA with Asure Software. 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. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING GROUP HEALTH INSURANCE COVERAGE WITH AETNA, DENTAL AND VISION COVERAGE WITH GUARDIAN, AND TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILITY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; TERMINATING THE PRIOR PAYMENT AGREEMENT WITH THE TOWN'S INSURANCE BROKER, ADAMS BENEFIT, AND ACCEPTING THE PAYMENT TERMS WITH ADAMS BENEFIT INCORPORATED AS PART OF THE AETNA FEE ARRANGEMENT; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") is authorized pursuant to Section 112.08, Florida Statutes, to provide and pay for group insurance for employees and to enter into contracts with insurance providers for such group insurance; and

WHEREAS, Adams Benefit is the Town's insurance broker of record and has analyzed the best proposals from competitive health care and other benefit providers for Town employees and dependents; and

WHEREAS, based on the proposals obtained and analysis provided by Adams Benefit, the Town has determined that changing group health insurance provider from UnitedHealthcare to Aetna, dental and vision coverage with Guardian, and term life insurance, accidental death, short term disability, and long term disability with Mutual of Omaha for qualified Town employees and dependents for Fiscal Year 2017-2018 is in the best interests of the Town (See Attachment "A").

WHEREAS, pursuant to the requirements of the Aetna rates as filed with the State of Florida, all payments for insurance brokerage services must be paid through the Aetna contract at a set monthly fee per covered employee.

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.

A. The Town Commission hereby approves and authorizes the Town Manager and/or designee to enter into an agreement for group health coverage with Aetna, dental and vision coverage with Guardian and term life insurance, accidental death, short term disability, and long term disability with Mutual of Omaha for qualified Town employees and dependents for Fiscal Year 2017-2018 (See Attachment "A").

B. The Town Commission hereby terminates the payment arrangement with Adams Benefit approved in Resolution No. 15-2319 on September 8, 2015 and authorizes the Town Manager or designee to accept the payment terms for the continued brokerage services of Adams Benefit, Inc. through the Aetna contract.

Section 3. Implementation. The Town Manager and/or designee are hereby authorized to take all action necessary to implement the purposes of this Resolution

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

PASSED AND ADOPTED this 12th day of September 2017.

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:**

Town Attorney

Alternate Provider(s) - Aetna

	UHC		Aetna		Aetna	
	AHNT	AHM8 H.S.A.	HNOnly 1000 80	HNOption 2000 80 H.S.A. T		
Deductible	In-Network \$1,000 Ind. \$2,000 Family	In-Network \$1,500 Ind. \$3,000 Family	In-Network \$1,000 Ind. \$2,000 Family	In-Network \$2,000 Ind. \$4,000 Family	Out-Network \$4,000 Ind. \$8,000 Family	
Co-Insurance	100%	90%	80%	80%	50%	
Physicians Office	\$20 co-pay	10% after deductible	\$25 co-pay	20% after deductible	50% after deductible	
Specialist Office	\$40 co-pay	10% after deductible	\$50 co-pay	20% after deductible	50% after deductible	
Inpatient Hospital	0% after deductible	10% after deductible	20% after deductible	20% after deductible	50% after deductible	
Out-Patient Surgery	0% after deductible	10% after deductible	\$500 co-pay for hospital, after ded; \$300 co-pay freestanding	20% after deductible	50% after deductible	
Out-Patient Minor Diagnostic (X-Ray & Lab)	No charge	10% after deductible	Lab. No charge X-ray: \$50 co-pay	20% after deductible	50% after deductible	
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	0% after deductible	10% after deductible	\$300 co-pay	20% after deductible	50% after deductible	
Emergency Room	\$350 co-pay	10% after deductible	\$300 co-pay	20% after deductible	20% after deductible	
Urgent Care Center	\$100 co-pay	10% after deductible	\$75 copay	20% after deductible	50% after deductible	
Prescription Drugs	\$10/\$35/\$60/\$100	CYD; \$10/\$35/\$60	\$3/\$10 / \$50 / \$75 Pref. Spc: 30% to \$300 Non Pref. Spc: 50% to \$500	CYD; \$3/10 / \$40 / \$65 Pref. Spc: 30% to \$300 Non Pref. Spc: 50% to \$500		
Out of Pocket Maximum	\$3,000 Ind. \$6,000 Family	\$4,000 Ind. \$6,000 Family	\$3,500 Ind. \$7,000 Family	\$4,000 Ind. \$6,550 Family	\$12,000 Ind. \$24,000 Family	
Provider Search	www.myuhc.com	www.myuhc.com	www.aetna.com	www.aetna.com	www.aetna.com	
Employee	2016 9 \$603.74	2016 36 \$445.82	2017 9 \$611.00	2017 36 \$514.00		
Employee + Spouse	4 \$1,292.01	12 \$954.06	4 \$1,464.00	12 \$1,234.00		
Employee + Child(ren)	2 \$1,231.62	6 \$909.47	2 \$1,240.00	6 \$1,045.00		
Employee + Family	3 \$1,847.44	18 \$1,364.21	3 \$1,934.00	18 \$1,631.00		
	18 \$18,607.26	72 \$57,510.84	18 \$19,637.00	72 \$68,940.00		
Total Monthly	90	\$76,118.10		\$88,577.00		

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. Final premium rates may change from those quoted based upon actual enrollment as of the effective date and any premium adjustments determined during the medical underwriting review.



Town of Surfside

Ancillary Coverage

Dental - DMO	Guardian Current	Vision	Guardian Current
Employee	\$ 14.14	Employee	\$ 7.23
Employee + Spouse	\$ 28.30	Employee + Spouse	\$ 13.34
Employee + Child(ren)	\$ 36.75	Employee + Child(ren)	\$ 13.97
Employee + Family	\$ 52.06	Employee + Family	\$ 20.92

Dental - PPO	Guardian Current	Life & AD&D	Mutual of Omaha Current Renewal
Employee	\$ 41.78		
Employee + Spouse	\$ 92.75		In rate guarantee until 2018
Employee + Child(ren)	\$ 114.45		
Employee + Family	\$ 160.66		

LTD	Mutual of Omaha Current Renewal
LTD/\$100 of covered monthly payroll	In rate guarantee until 2018

STD	Mutual of Omaha Current Renewal
STD/\$10	In rate guarantee until 2018

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



2017 Broker commission in Florida

For agents, brokers and consultants selling to employer groups with 1 – 100 employees.

Commission highlights

Aetna Group Medical (1⁺ – 100 employees) excluding AP/Sam's Club
(All counties with the exception of southern Florida, as set forth below)

Number of eligible employees enrolled	Commission per employee, per month (PEPM)	
	New	Renewal
1 – 3 employees	\$1.50	\$1.50
4 – 50 employees	\$24.00 (ACA*) N/A (KWYH**)	\$22.50 (ACA*) \$30.50 (KWYH**)
51 – 100 employees	\$32.00 Premier*** \$28.00 Standard***	\$30.50 Premier*** \$26.50 Standard***

Aetna Group Medical (1⁺ – 100 employees) excluding AP/Sam's Club
(All southern Florida counties: Brevard, Broward, Martin, Miami-Dade, Palm Beach, St. Lucie and Volusia counties)

Number of eligible employees enrolled	Commission per employee, per month (PEPM)	
	New	Renewal
1 – 3 employees	\$1.50	\$1.50
4 – 50 employees	\$28.50 (ACA*) N/A (KWYH**)	\$27.00 (ACA*) \$36.50 (KWYH**)
51 – 100 employees	\$38.00 Premier*** \$32.00 Standard***	\$36.50 Premier*** \$30.50 Standard***

*Affordable Care Act

**Keep What You Have

***Premier and Standard producers as defined the Aetna Florida broker agreement

*In Florida, groups of less than two are eligible for medical coverage only and are subject to the commission schedule above.

Aetna Group Dental

	Annual premium level	Commission percentage
2 – 50 employees	All Sold with medical	9% Additional 1%
51 – 100 employees	All	10%

Aetna VisionSM Preferred

	Annual premium level	Commission percentage
51 – 100 employees	All	10%

Aetna Group Life, AD&D and Disability

	Annual premium level	Commission percentage
2 – 100 employees	All	15%

Commission question?

Send it to BrokerComm@aetna.com.

Brokers can directly e-mail the Aetna Producer Compensation Unit with questions or issues concerning commissions.

All your e-mail needs to include is:

- Customer, group or control number
- Your question
- Your name, Social Security number or National Producer Number (NPN) (if appointed with Aetna as an individual)
- Your name, agency name and tax ID (if appointed with Aetna as a firm)

For more information about Aetna's products, plans, and licensing and appointment procedures, visit www.aetna.com and select "Producers." While there, you can register with Aetna's Producer World® online service center, developed to meet the informational needs of our producers and general agents.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Aetna Health Insurance Inc., and their affiliates (Aetna). Vision insurance plans are underwritten by Aetna Life Insurance Company (Aetna). Certain claims administration services are provided by First American Administrators, Inc. and certain network administration services are provided through EyeMed Vision Care ("EyeMed"), LLC.

This material is intended for brokers only. The group commission schedules apply to new sales with effective dates on or after January 15, 2017. This schedule supersedes the group commissions in Addendum B of the Aetna Producer Agreement and in prior Producer Agreements, as well as group compensation scales presented within those agreements or in any other form. The additional one percent of dental premium is applicable when written with medical sales and is for the first year only. Commission scales reflect applicable regulatory requirements and may be subject to regulatory approval. Commissions are subject to change by Aetna at any time. Information is believed to be accurate as of the production date; however, it is subject to change.

www.aetna.com

PROPOSAL FOR

Town of Surfside

RATES SHOWN ARE VALID FROM:

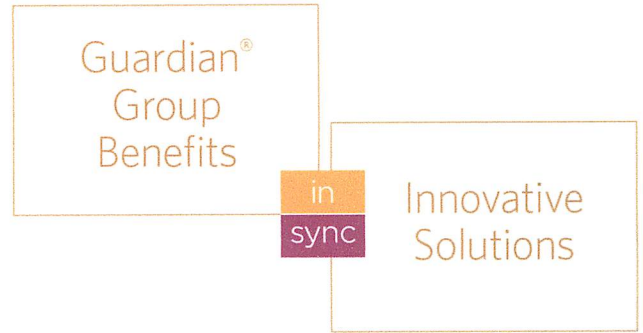
October 1, 2017 - December 15, 2017

Sales Representative: Michael Murray

Telephone: (813) 472-6144

SIC Code: 9111 State & Zip: FL 33154

Created: August 24, 2017



PLAN DESIGN

We offer comprehensive benefits plans that can be customized to the needs of employers. To help you evaluate the plans, we have provided detailed benefits summaries within this package.

RATES

Rates and premiums presented are based on the employee data submitted in your request for a proposal. Final rates and premiums are based on the plans selected and the information provided on the enrollment forms.

BROAD RANGE OF PRODUCTS

We offer a variety of flexible, cost-effective employee benefits plans that can help employers meet the needs of employees and their families, and manage costs at the same time. Our benefits plans include Dental, Disability, Life, Vision, Critical Illness, and many more.

WHY GUARDIAN?

- **Enrollment Support** – Dedicated professionals help ensure smooth plan implementation
- **Multi-Product Discounts** – Combine plans to meet customer needs and save money
- **Convenient Access to Service** – One phone number and one secure website
- **Streamlined Billing** – All plans billed on one invoice
- **Experience & Expertise** – Over 50 years group benefits experience with exemplary ratings



GUARDIAN®

DENTAL

DISABILITY

LIFE

VISION

CRITICAL ILLNESS

CANCER

ACCIDENT

RATES

Plan #1

All Eligible Employees	Employee	Employee & Spouse	Employee & Child(ren)	Full Family	Monthly Premium	Annual Premium
Monthly Rate	\$7.14	\$12.81	\$13.07	\$20.68	\$484.47	\$5,813.64
Census	24	6	7	7		
Rate Guarantee	1 Year					
Proposal Assumptions:						
• Commission: Flat 10%						

BENEFITS

All Eligible Employees

Contribution/Participation	Voluntary, Assumes 45% of eligible employees. Vision is sold with Dental.
Dependent Age Limits	To Age 26
Network/Plan	Davis/Full Feature - Designer B
Copay	
Split(Exams/Materials)	\$10/\$25

SERVICE FREQUENCIES

Once Every:

Eye Exams	Calendar Year
Lenses Benefit	Calendar Year
Contact Lenses	Calendar Year
Frames	Other Calendar Year

REIMBURSEMENT SCHEDULE

	In Network (Copay)	Out Network (Before Copay)
Eye Exams Benefit	\$10	\$50 max
Lenses Benefit		
Single Vision	\$25	\$48 max
Bifocal	\$25	\$67 max
Trifocal	\$25	\$86 max
Lenticular	\$25	\$126 max
Contact Lenses Benefit**		
Medically Necessary	Covered (Copay waived)	\$210 max (Copay waived)
Elective	\$130 max + 15% off balance (Copay waived)	\$105 max (Copay waived)
Frames Benefit	\$130 retail max + 20% off balance	\$48 max

**In lieu of eyeglass lenses and/or frames

PLAN HIGHLIGHTS

- Guardian's affiliation with Davis Vision offers access to over 43,000 provider locations nationwide, including private practice providers and many convenient retailers such as Wal-Mart, Sam's Club, Target, Sears, JC Penney and Pearle locations. On average 95% of members use an in network provider. Just visit GuardianLife.com and select "Looking for a dentist or vision provider?".
- All plan eyeglasses at national retailers come with a breakage warranty for repair or replacement of the frame and/or lenses for a period of one year from the date of delivery. At private practice providers the warranty would cover all lenses and frames from the Davis Vision Collection only.
- For calendar year plans, this plan allows for frames every two calendar years, regardless of whether the member obtained elective contact lenses the previous year.

PLAN HIGHLIGHTS (continued)

- With our Designer plans, members will receive significant discounts on lens options, discounts will range from 20-60% off the U&C. For example, standard progressive lenses will cost \$50 and scratch resistant coating will cost \$20. Oversized lenses and fashion or gradient tinting of plastic lenses are covered in full.
- Full Feature plans receive a 20% discount off the amount exceeding the copay and allowance on non-Collection frames and 15% off the amount exceeding the copay and allowance on non-Collection contact lenses purchased from a participating provider. These discounts are not available at Wal-Mart and Sam's Club locations.
- With our Designer plans, frames from Davis' Fashion or Designer collections are covered in full in excess of the plan's materials copay. Frames from Davis' Premier collection are covered in full in excess of a \$25 copay applied in addition to the plan's materials copay. Frames not in the collections are covered up to the plan's retail allowance in excess of the plan's materials copay. The Collections are available at most participating independent provider offices but not in retail locations.
- Contact lenses purchased from the Davis Collection are covered in full after the copay, if any, and the contact lens fitting and evaluations are included at no additional charge. The Collection is available at most participating independent provider offices but not in retail locations.

IMPORTANT NOTES

Rates and premiums are based on the employee data submitted. Final rates and premiums are based on the plan and employee/dependent data provided on the enrollment forms. State specific requirements apply.

- The covered person must remain enrolled until the plan's next vision annual open enrollment period. Someone who waives or drops coverage can't enroll until the plan's next vision annual open enrollment period. These requirements do not apply if the vision plan is sold on a non-contributory basis or if enrollment is tied-to a dental or medical plan.
- If an employee has employee/spouse vision coverage and the spouse obtains new employment and elects vision coverage with the new employer, Guardian lock-in does not apply to that spouse and the spouse is free to move with no negative impact.
- If an employee has employee/spouse vision coverage and **both** the employee and spouse elect to move over to the spouse's new employer's vision plan, again, Guardian lock-in does not apply to either spouse or employee.
- If an employee gets married and wishes to go on the new spouse's plan, the member may decline outside of open enrollment only if the member actually goes on the new spouse's plan.
- We reserve the right to adjust rates if actual participation is below assumed level. See the participation table for other participation rates. We reserve the right to withdraw this proposal if actual participation is below 25%.

Please see the Participation Section and the Summary of Plan Limitations and Exclusions that appears either on this page or the last page of this coverage.

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage at <https://www.aetna.com/sbcsearch/getpolicydocs?u=071200-100020-261698> or by calling 1-866-529-2517. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-866-529-2517 to request a copy.

Important Questions

Answers

Why This Matters:

<p>What is the overall <u>deductible</u>?</p>	<p>In-network: Employee \$1,000 / Family \$2,000.</p>	<p>Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u>, each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u>.</p>
<p>Are there services covered before you meet your <u>deductible</u>?</p>	<p>Certain office visits, <u>preventive care</u>, <u>emergency care</u>, <u>urgent care</u> and <u>prescription drugs</u> in-network.</p>	<p>This <u>plan</u> covers some items and services even if you haven't yet met the annual <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost sharing</u> and before you meet your <u>deductible</u>. See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other <u>deductibles</u> for specific services?</p>	<p>No.</p>	<p>You don't have to meet <u>deductibles</u> for specific services.</p>
<p>What is the <u>out-of-pocket limit</u> for this plan?</p>	<p>In-network: Employee \$3,500 / Family \$7,000.</p>	<p>The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u>, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.</p>
<p>What is not included in the <u>out-of-pocket limit</u>?</p>	<p>Premiums and health care this <u>plan</u> does not cover.</p>	<p>Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u>.</p>
<p>Will you pay less if you use a <u>network provider</u>?</p>	<p>Yes. See www.aetna.com/docfind or call 1-866-529-2517 for a list of <u>in-network providers</u>.</p>	<p>This <u>plan</u> uses a <u>provider network</u>. You will pay less if you use a <u>provider</u> in the <u>plan's network</u>. You will pay the most if you use an <u>out-of-network provider</u>, and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.</p>
<p>Do you need a <u>referral</u> to see a <u>specialist</u>?</p>	<p>No.</p>	<p>You can see the <u>specialist</u> you choose without a <u>referral</u>.</p>



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>copay</u> /visit, <u>deductible</u> does not apply	Not covered	None
	<u>Specialist</u> visit	\$50 <u>copay</u> /visit, <u>deductible</u> does not apply	Not covered	None
	<u>Preventive care</u> /screening/ immunization	No charge	Not covered	You may have to pay for services that are not <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	Lab: No charge; X-ray: \$50 <u>copay</u> /visit, <u>deductible</u> does not apply	Not covered	None
	Imaging (CT/PET scans, MRIs)	\$300 <u>copay</u> /visit, <u>deductible</u> does not apply	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<p>If you need drugs to treat your illness or condition</p> <p>More information about prescription drug coverage is available at www.aetna.com/pharmacy-insurance/individuals-families</p> <p>SG Value Plus Five Tier Open Formulary</p>	Preferred generic drugs	Tier 1A: \$3 copay (retail), \$6 copay (mail order); Tier 1: \$10 copay (retail), \$20 copay (mail order)	Not covered	<p>Covers up to a 30 day supply (retail prescription), 31-90 day supply (mail order prescription). Applicable cost share plus difference (brand minus generic cost) applies for brand when generic available unless Dispense as Written. No charge for preferred generic FDA-approved women's contraceptives <u>in-network</u>. Precertification and step therapy required.</p>
	Preferred brand drugs	\$50 copay (retail), \$100 copay (mail order)	Not covered	
	Non-preferred generic/brand drugs	\$75 copay (retail), \$150 copay (mail order)	Not covered	
<p>If you have outpatient surgery</p>	Preferred <u>specialty drugs</u> , non-preferred <u>specialty drugs</u>	Preferred: 30% coinsurance up to a \$300 maximum for up to a 30 day supply; Non-preferred: 50% coinsurance up to a \$500 maximum for up to a 30 day supply	Not covered	<p>Aetna Specialty Care RxSM – First Prescription must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®. Your plan may include access to CVS retail pharmacies for certain specialty drugs.</p>
	Facility fee (e.g., ambulatory surgery center)	\$500 copay/visit for hospital facility; \$300 copay/visit for free standing facility, deductible does not apply	Not covered	
	Physician/surgeon fees	20% coinsurance	Not covered	
<p>If you need immediate medical attention</p>	<u>Emergency room care</u>	\$300 copay/visit, deductible does not apply	\$300 copay/visit, deductible does not apply	<p><u>Copay</u> waived if admitted. <u>Out-of-network</u> emergency room care cost-share same as <u>in-network</u>. No coverage for non-emergency care.</p>
	<u>Emergency medical transportation</u>	20% coinsurance	20% coinsurance	

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have a hospital stay	<u>Urgent care</u>	\$75 <u>copay/visit</u> , <u>deductible</u> does not apply	Not covered	No coverage for non-urgent use.
	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	Not covered	None
If you need mental health, behavioral health, or substance abuse services	Physician/surgeon fees	20% <u>coinsurance</u>	Not covered	None
	Outpatient services	\$50 <u>copay/visit</u> , <u>deductible</u> does not apply	Not covered	None
	Inpatient services	20% <u>coinsurance</u>	Not covered	None
	Office visits	No charge	Not covered	Cost sharing does not apply to certain preventive services. Depending on the type of services, <u>coinsurance</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound).
If you are pregnant	Childbirth/delivery professional services	20% <u>coinsurance</u>	Not covered	
	Childbirth/delivery facility services	20% <u>coinsurance</u>	Not covered	
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	Not covered	Coverage is limited to 60 visits.
	<u>Rehabilitation services</u>	20% <u>coinsurance</u>	Not covered	Coverage is limited to 35 visits for Physical Therapy, Occupational Therapy, Speech Therapy & Chiropractic care combined.
	<u>Habilitation services</u>	20% <u>coinsurance</u>	Not covered	Coverage is limited to 35 visits for Physical Therapy, Occupational Therapy, Speech Therapy & Chiropractic care combined, rehabilitation & habilitation combined.
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	Not covered	Coverage is limited to 60 days.
	<u>Durable medical equipment</u>	20% <u>coinsurance</u> , <u>deductible</u> does not apply	Not covered	Excludes vehicle modifications, home modifications & exercise equipment.
	<u>Hospice services</u>	20% <u>coinsurance</u>	Not covered	None
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	Not covered.
	Children's glasses	Not covered	Not covered	Not covered.
	Children's dental check-up	Not covered	Not covered	Not covered.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture - except as form of anesthesia.
- Pediatric surgery
- Cosmetic surgery
- Dental care (Adult & Child) - except accidental injury.
- Glasses (Child)
- Heating aids
- Infertility treatment - except the diagnosis and surgical treatment of underlying conditions.
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult & Child)
- Routine foot care
- Weight loss programs - except for required preventive services.

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Chiropractic care - Coverage is limited to 35 visits for Physical Therapy, Occupational Therapy, Speech Therapy & Chiropractic care combined, rehabilitation & habilitation combined.

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Florida Department of Financial Services, Division of Consumer Services, (877) 693-5236, <http://www.flor.com/consumers>.

- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.
- If your coverage is a church plan, church plans are not covered by the Federal COBRA continuation coverage rules. If the coverage is insured, individuals should contact their State insurance regulator regarding their possible rights to continuation coverage under State law.
- Other options to continue coverage are available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact us by calling the toll free number on your Medical ID Card.

- Florida Department of Financial Services, Division of Consumer Services, (877) 693-5236, <http://www.flor.com/consumers>.
- If your group health coverage is subject to ERISA, you may also contact the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform.
- For non-federal governmental group health plans, you may also contact the Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Does this plan provide Minimum Essential Coverage? Yes.

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan Meet Minimum Value Standard? Yes.

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

-----To see examples of how this plan might cover costs for a sample medical situation, see the next page.-----



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the **cost sharing** amounts (**deductibles**, **copayments** and **coinsurance**) and **excluded services** under the **plan**. Use this information to compare the portion of costs you might pay under different health **plans**. Please note these coverage examples are based on self-only coverage.

Peg is Having a baby

(9 months of in-network pre-natal care and a hospital delivery)

- The **plan's overall deductible** \$1,000
- **Specialist copayment** \$50
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
 Diagnostic tests (*ultrasounds and blood work*)

Total Example Cost \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,000
Copays	\$100
Coinsurance	\$2,100
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,260

Managing Joe's type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The **plan's overall deductible** \$1,000
- **Specialist copayment** \$50
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)
 Diagnostic tests (*blood work*)
 Prescription drugs
 Durable medical equipment (*glucose meter*)

Total Example Cost \$7,400

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copays	\$1,200
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,220

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The **plan's overall deductible** \$1,000
- **Specialist copayment** \$50
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)
 Diagnostic test (*x-ray*)
 Durable medical equipment (*crutches*)
 Rehabilitation services (*physical therapy*)

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$800
Copays	\$400
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,200

Note: These numbers assume the patient does not participate in the **plan's** wellness program. If you participate in the **plan's** wellness program, you may be able to reduce your costs. For more information about the wellness program, please contact: 1-866-529-2517.

Assistive Technology

Persons using assistive technology may not be able to fully access the following information. For assistance, please call 1-866-529-2517.

Smartphone or Tablet

To view documents from your smartphone or tablet, the free WinZip app is required. It may be available from your App Store.

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Not Discrimination

Aetna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Aetna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Aetna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
 - Qualified sign language interpreters
 - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
 - Qualified interpreters
 - Information written in other languages

If you need these services, contact our Civil Rights Coordinator.

If you believe that Aetna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with: Civil Rights Coordinator, PO Box 14462, Lexington, KY 40512, 1-800-648-7817, TTY 711, Fax 859-425-3379, CRCoordinator@aetna.com.

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue, SW Room 509F, HHH Building, Washington, D.C. 20201, 1-800-368-1019, 1-800-537-7697 (TDD).

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Aetna is the brand name used for products and services provided by one or more of the Aetna group of subsidiary companies, including Aetna Life Insurance Company, Coventry Health Care plans and their affiliates.

TTY: 711

Language Assistance:

For language assistance in your language call 1-866-529-2517 at no cost.



Arabic -

1-866-529-2517 للمساعدة في اللغة العربية)، الرجاء الاتصال على الرقم المجاني

Chinese -

欲取得繁體中文語言協助，請撥打 1-866-529-2517，無需付費。

French -

Pour une assistance linguistique en français appeler le 1-866-529-2517 sans frais.

French Creole -

Pou jwenn asistans nan lang Kreyòl Ayisyen, rele nimewo 1-866-529-2517 gratis.

German -

Benötigen Sie Hilfe oder Informationen in deutscher Sprache? Rufen Sie uns kostenlos unter der Nummer 1-866-529-2517 an.

Gujarati -

ગુજરાતીમાં ભાષાની સહાય માટે કોઈ પણ ખર્ચ વગર 1-866-529-2517 પર કોલ કરો.

Italian -

Per ricevere assistenza linguistica in italiano, può chiamare gratuitamente 1-866-529-2517.

Korean -

한국어로 언어 지원을 받고 싶으시면 무료 통화번호인 1-866-529-2517번으로 전화해 주십시오.

Polish -

Aby uzyskać pomoc w języku polskim zadzwoń bezpłatnie pod numer 1-866-529-2517.

Portuguese -

Para obter assistência linguística em português ligue para o 1-866-529-2517 gratuitamente.

Russian -

Чтобы получить помощь русскоязычного переводчика, позвоните по бесплатному номеру 1-866-529-2517.

Spanish -

Para obtener asistencia lingüística en español, llame sin cargo al 1-866-529-2517.

Tagalog -

Para sa tulong sa wika na nasa Tagalog, tawagan ang 1-866-529-2517 nang walang bayad.

Thai -

สำหรับความช่วยเหลือทางด้านภาษาเป็น ภาษาไทย โทร 1-866-529-2517 ฟรีไม่มีค่าใช้จ่าย

Vietnamese -

Để được hỗ trợ ngôn ngữ bằng (ngôn ngữ), hãy gọi miễn phí đến số 1-866-529-2517.

PLAN FEATURES	NETWORK CARE	OUT-OF-NETWORK CARE
Primary Care Physician Selection	Not Required	Not Required
Deductible (per calendar year)	\$2,000 Individual \$4,000 Family	\$4,000 Individual \$8,000 Family
Unless otherwise indicated, the deductible must be met before benefits can be paid.		
Claims from in-network and out-of-network providers do not cross-accumulate to satisfy the deductible.		
As indicated in the plan, member cost sharing for certain services are excluded from the charges to meet the deductible.		
Once the family deductible is met, all family members will be considered as having met their deductible for the remainder of the calendar year.		
Member Coinsurance (applies to all expenses unless otherwise stated)	20%	50%
Out-of-Pocket (OOP) Maximum (per calendar year, includes deductible)	\$4,000 Individual \$6,550 Family	\$12,000 Individual \$24,000 Family
Claims from in-network and out-of-network providers do not cross-accumulate to satisfy the out-of-pocket maximums.		
Only those out-of-pocket expenses resulting from the application of coinsurance percentage, deductibles, and copays may be used to satisfy the out of pocket maximum.		
Once the family payment limit is met, all family members will be considered as having met their payment limit for the remainder of the calendar year.		
Payment for Out-of-Network Care*	Not applicable	Professional: 90% of Medicare Facility: 90% of Medicare
Certification Requirements		
Certification for certain types of out-of-network care must be obtained to avoid a reduction in benefits paid for that care. Certification for hospital admissions, treatment facility admissions, skilled nursing facility admissions, home health care, and hospice care is required. If the necessary certification is not received, payment for services will be reduced by \$400 per occurrence		
Referral Requirement	Not Required	Not applicable
PHYSICIAN SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Office Visits to Non-Specialist	20% after deductible	50% after deductible
Includes services of an internist, general physician, family practitioner or pediatrician for diagnosis and treatment of an illness or injury.		
Specialist Office Visits	20% after deductible	50% after deductible
Walk-in Clinics	20% after deductible	Not covered
Walk-in clinics are network, free-standing health care facilities. They are an alternative to a doctor's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor an outpatient department of a hospital, is considered a walk-in clinic.		
Maternity - Delivery and Post-Partum Care	20% after deductible	50% after deductible
Allergy Testing (given by a physician)	Member cost sharing is based on the type of service performed and the place rendered.	Not covered
Allergy Injections (not given by a physician)	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
PREVENTIVE CARE	NETWORK CARE	OUT-OF-NETWORK CARE
Preventive care services are covered in accordance with Health Care Reform.		
Routine Adult Physical Exams and Immunizations Limited to 1 exam every 12 months.	Covered in full	50% after deductible
Well Child Exams and Immunizations Provides coverage for 7 exams in the first year of life; 3 exams in the second year; 3 exams in the third year; and 1 exam per 12 months from age 3 to age 22.	Covered in full	50% after deductible
Routine Gynecological Exams Includes Pap smear, HPV screening and related lab fees. Limited to 1 exam every 12 months.	Covered in full	50% after deductible

Routine Mammograms For covered females age 40 and over. Frequency schedule applies.	Covered in full	50% after deductible
Women's Health Includes: Screening for gestational diabetes; HPV (Human Papillomavirus) DNA testing, counseling for sexually transmitted infections; counseling and screening for human immunodeficiency virus; screening and counseling for interpersonal and domestic violence; breastfeeding support, supplies and counseling; Limitations may apply.	Covered in full	Member cost sharing is based on the type of service performed and the place of service where it is rendered.
Prenatal Maternity	Covered in full	50% after deductible
Routine Digital Rectal Exam / Prostate-Specific Antigen Test For covered males age 40 and over. Frequency schedule applies.	Covered in full	50% after deductible
Colorectal Cancer Screening Sigmoidoscopy and Double Contrast Barium Enema - 1 every 5 years for all members age 50 and over. Preventive Colonoscopy - 1 every 10 years for all members age 50 and over. Fecal Occult Blood Testing - 1 every year for all members age 50 and over.	Covered in full	50% after deductible
Routine Eye and Hearing Screenings	Paid as part of routine physical exam.	Paid as part of routine physical exam.
HEARING SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Hearing Exam (by Specialist)	Not covered	Not covered
Hearing Aid	Not covered	Not covered
VISION SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Adult Routine Eye Exams (Refraction)	Not covered	Not covered
Pediatric Routine Eye Exams (Refraction)	Not covered	Not covered
Adult Vision Hardware	Not covered	Not covered
Pediatric Vision Hardware	Not covered	Not covered
DIAGNOSTIC PROCEDURES	NETWORK CARE	OUT-OF-NETWORK CARE
Outpatient Diagnostic Laboratory	20% after deductible	50% after deductible
Outpatient Diagnostic X-ray (except for Complex Imaging Services)	20% after deductible	50% after deductible
Outpatient Diagnostic X-ray for Complex Imaging Services Including, but not limited to, MRI, MRA, PET and CT scans. Precertification required.	20% after deductible	50% after deductible
EMERGENCY MEDICAL CARE	NETWORK CARE	OUT-OF-NETWORK CARE
Urgent Care Provider (Benefit Availability may vary by location.)	20% after deductible	50% after deductible
Non-Urgent Use of Urgent Care Provider	Not covered	Not covered
Emergency Room	20% after deductible	Paid as in-network
Non-Emergency care in an Emergency Room	Not covered	Not covered
Emergency Ambulance	20% after deductible	Paid as in-network
Non-Emergency Ambulance	20% after deductible	50% after deductible

HOSPITAL CARE	NETWORK CARE	OUT-OF-NETWORK CARE
Inpatient Coverage Including maternity (prenatal, delivery and postpartum) and transplants.	20% after deductible	50% after deductible
Outpatient Surgery Provided in an outpatient hospital department.	20% after deductible	50% after deductible
Outpatient Surgery Provided in a freestanding surgical facility.	20% after deductible	50% after deductible
Colonoscopy (non-preventive)	Member cost sharing is based on the type of service performed and the place rendered.	Member cost sharing is based on the type of service performed and the place rendered.
Transplants Coverage is limited to IOE facilities only.	20% after deductible	Not covered
MENTAL HEALTH and ALCOHOL/DRUG ABUSE SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Inpatient Mental Health	20% after deductible	50% after deductible
Outpatient Mental Health	20% after deductible	50% after deductible
Inpatient Detoxification	20% after deductible	50% after deductible
Outpatient Detoxification	20% after deductible	50% after deductible
Inpatient Rehabilitation	20% after deductible	50% after deductible
Outpatient Rehabilitation	20% after deductible	50% after deductible
OTHER SERVICES AND PLAN DETAILS	NETWORK CARE	OUT-OF-NETWORK CARE
Skilled Nursing Facility Coverage is limited to 60 days per calendar year. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Home Health Care Coverage is limited to 60 visits per calendar year. Network and Out-of-Network combined; 1 visit equals a period of 4 hours or less.	20% after deductible	50% after deductible
Infusion Therapy Provided in the home or physician's office.	20% after deductible	50% after deductible
Infusion Therapy Provided in the outpatient hospital department of freestanding facility.	20% after deductible	50% after deductible
Inpatient Hospice Care	20% after deductible	50% after deductible
Outpatient Hospice Care	20% after deductible	50% after deductible
Private Duty Nursing -Outpatient	Not covered	Not covered
Outpatient Short-Term Rehabilitation - Physical Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 35 visits per calendar year PT/OT/ST/Chiro combined, rehabilitation & habilitation combined. Network and Out-of-Network combined.	20% after deductible	50% after deductible

Outpatient Short-Term Rehabilitation - Occupational Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 35 visits per calendar year PT/OT/ST/Chiro combined, rehabilitation & habilitation combined. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Outpatient Short-Term Rehabilitation - Speech Therapy If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 35 visits per calendar year PT/OT/ST/Chiro combined, rehabilitation & habilitation combined. Network and Out-of-Network combined.	20% after deductible	50% after deductible
Outpatient Chiropractic If provided in the outpatient hospital department, paid under outpatient hospital benefit. Coverage is limited to 35 visits per calendar year PT/OT/ST/Chiro combined, rehabilitation & habilitation combined.	20% after deductible	50% after deductible
Acupuncture	Not covered	Not covered
Durable Medical Equipment	20% after deductible	50% after deductible
Diabetic Supplies not obtainable at a pharmacy	Covered same as any other medical expense.	Covered same as any other medical expense.
FAMILY PLANNING	NETWORK CARE	OUT-OF-NETWORK CARE
Infertility Treatment - Diagnostic only Covered only for the diagnosis and treatment of the underlying medical condition.	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
Infertility Treatment - Artificial Insemination or Ovulation Induction	Not covered	Not covered
Advanced Reproductive Technology. Including, but not limited to, GIFT, ZIFT, IVF, ICSI, ovum microsurgery and cryopreserved embryo transfers.	Not covered	Not covered
Voluntary Sterilization - Vasectomy	Member cost sharing is based on the type of service performed and the place rendered.	50% after deductible
Voluntary Sterilization - Tubal Ligation	Covered in full	50% after deductible
ADULT DENTAL SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Adult Dental Services (not oral surgery)	Not covered	
PEDIATRIC DENTAL SERVICES	NETWORK CARE	OUT-OF-NETWORK CARE
Preventive & Diagnostic (includes exams, cleanings, x-rays, fluoride, sealants)	Not covered	Not covered
Basic (includes space maintainers, fillings, anesthesia, denture adjustments)	Not covered	Not covered
Major (includes crowns, endodontics, periodontics, oral surgery, dentures, bridges)	Not covered	Not covered
Orthodontia (limited to medically necessary orthodontia)	Not covered	Not covered
PHARMACY DEDUCTIBLE	NETWORK CARE	OUT-OF-NETWORK CARE

PHARMACY - PRESCRIPTION DRUG BENEFITS	NETWORK CARE	OUT-OF-NETWORK CARE
Prescription drug calendar year deductible	Prescription drugs purchased at a network pharmacy are subject to the in-network medical deductible which must be satisfied before any prescription drug benefits are paid.	Prescription drugs purchased at a non-network pharmacy are subject to the non-network medical deductible which must be satisfied before any prescription drug benefits are paid.
Retail Up to a 30-day supply		
Generic Drugs	Low Cost Generic: \$3 copayment after deductible Generic: \$10 copayment after deductible	Not covered Not covered
Preferred Brand Drugs	\$40 copayment after deductible	Not covered
Non-Preferred Drugs	Generic & Brand: \$65 copayment after deductible	Not covered
Specialty Drugs Includes self-injectable, infused and oral specialty drugs (retail and mail order up to a 30-day supply, excludes insulin).	Specialty Preferred: 30% up to \$300 after deductible Specialty Nonpreferred: 50% up to \$500 after deductible	Not covered Not covered
Mail Order Delivery	When you fill your prescription by mail order, you may save money 31-90 days when compared to the cost to purchase your prescriptions at your local retail pharmacy.	
Generic Drugs	Low Cost Generic: \$6 copayment after deductible Generic: \$20 copayment after deductible	Not covered Not covered
Preferred Brand Drugs	\$80 copayment after deductible	Not covered
Non-Preferred Drugs	Generic & Brand: \$130 copayment after deductible	Not covered
Specialty Drugs Includes self-injectable, infused and oral specialty drugs	Not covered Not covered	Not covered Not covered
Specialty CareRx™ -First Prescription for a specialty drugs must be filled at a participating retail pharmacy or Aetna Specialty Pharmacy®. Subsequent fills must be through Aetna Specialty Pharmacy®. For more information, please go to www.aetnaspecialtycarerx.com		

Precertification - Not applicable

Step Therapy - Not applicable

Pharmacy Plan includes:

Diabetic supplies obtainable from a pharmacy (Including: needles, syringes, test strips, lancets and alcohol swabs - available at retail or mail order).

Coverage is excluded for lifestyle/performance drugs.

Formulary generic FDA-approved Womens Contraceptives covered 100% in network.

In-Network and Out-of-Network Providers

We cover the cost of services based on whether doctors are "in-network" or "out-of-network". We want to help you understand how much Aetna pays for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a provider who is out-of-network, your Aetna health plan may pay some of that provider's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

Your doctor sets his or her own rate to charge you. It may be higher - sometimes much higher - than what your Aetna plan "recognizes". Your non-network doctor may bill you for the dollar amount that Aetna doesn't "recognize". You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums.

To learn more about how we pay out-of-network benefits visit www.aetna.com. Type "how Aetna pays" in the search box.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to www.aetna.com and click on "Find a Doctor" on the left side of the page. If you are already a member, sign on to your Aetna Navigator member site.

This applies when you choose to get care out-of-network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in the network. You pay cost sharing and deductibles for your in-network level of benefits. Contact Aetna if your provider asks you to pay more. You are not responsible for any outstanding bills by your providers for emergency services beyond your cost sharing and deductibles.

What's Not Covered

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally not covered. However, your plan documents may contain exceptions to this list based on state mandates or the plan design purchased.

- All medical or hospital services not specifically covered in or which are limited or excluded in the plan documents
- Charges related to any eye surgery mainly to correct refractive errors
- Cosmetic surgery, including breast reduction
- Custodial care
- Adult dental care and x-rays
- Donor egg retrieval
- Experimental and investigational procedures
- Immunizations for travel or work
- Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents
- Non-medically necessary services or supplies
- Orthotics except as specified in the plan
- Over-the-counter medications and supplies
- Reversal of sterilization
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, counseling and prescription drugs
- Special duty nursing
- Weight reduction programs, or dietary supplements

This material is for informational purposes only and is neither an offer of coverage nor medical advice. It contains only a partial, general description of plan benefits or programs and does not constitute a contract. Aetna does not provide health care services and, therefore, cannot guarantee results or outcomes. Consult the plan documents (i.e. Group Insurance Certificate and/or Group Policy) to determine governing contractual provisions, including procedures, exclusions and limitation relating to the plan. With the exception of Aetna Rx Home Delivery, all preferred providers and vendors are independent contractors in private practice and are neither employees nor agents of Aetna or its affiliates. Aetna Rx Home Delivery, LLC, is a subsidiary of Aetna Inc. The availability of any particular provider cannot be guaranteed, and provider network composition is subject to change without notice.

Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. Precertification requirements may vary.

If your plan covers outpatient prescription drugs, your plan includes a drug formulary (preferred drug list). A formulary is a list of prescription drugs generally covered under your prescription drug benefits plan on a preferred basis subject to applicable limitations and conditions. Your pharmacy benefit is generally limited to the drugs listed on the formulary. The medications listed on the formulary are subject to change in accordance with applicable state law. For information regarding how medications are reviewed and selected for the formulary, formulary information, and information about other pharmacy programs such as precertification and step therapy, please refer to our website at www.aetna.com, or the Aetna Medication Formulary Guide. Aetna receives rebates from drug manufacturers that may be taken into account in determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. In addition, in circumstances where your prescription plan uses copayments or coinsurance calculated on a percentage basis or a deductible, use of formulary drugs may not necessarily result in lower costs for the member. Members should consult with their treating physicians regarding questions about specific medications. Refer to your plan documents or contact Member Services for information regarding the terms and limitations of coverage.

Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a subsidiary of Aetna, Inc., that is a licensed pharmacy providing mail-order pharmacy services. Aetna's negotiated charge with Aetna Rx Home Delivery may be higher than Aetna Rx Home Delivery's cost of purchasing drugs and providing mail-order pharmacy services.

While this information is believed to be accurate as of the print date, it is subject to change.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

In-network benefits are provided by Aetna Health Inc. (AHI).

For more information about Aetna plans, refer to www.aetna.com.



Town of Surfside Commission Communication

Agenda Item # 5C

Agenda Date: September 12, 2017

Subject: Tyler Technologies ERP Software System

Background: The Town of Surfside issued a request for proposal for an enterprise resource planning ERP software system that would replace the SunGard Financial, utility billing and building permit software in use since 1998. The Town received two proposals Accela/Springbrook and Tyler Technologies. After a lengthy review process of the two ERP proposals including on-site Town presentations by both vendors, off site visits and telephone conference calls with other towns and cities that are using one of those two vendors as their ERP solution, Tyler Technologies (Tyler) has been identified by the Town's staff as the most suitable and comprehensive software solution.

Tyler has proposed the implementation of Incode 10 financial and Utility Building Customer Information System (CIS). Incode is a state-of-the-art Windows and web base solution that provides an integrated framework for the Town's operations. The proposed applications include:

- Incode Core Financials – budgeting, payables, receivables, general ledger, bank reconciliation, cashiering
- Personnel management payroll, human resources, employee self service, time/attendance
- Utility billing/customer information management
- Entergov licensing, permitting, code enforcement and land management
- Online customer inquiry and payment portal
- Tyler Content Management - electronic document management system

All of these software applications and data will be centrally hosted by Tyler, thereby not requiring the Town to have and maintain equipment on site to run the software and store the data.

The Agreement with Tyler is called software-as-a-service agreement (Agreement) Exhibit A, which has been extensively reviewed by the Town's attorneys, Weiss Serota in working with Tyler to come

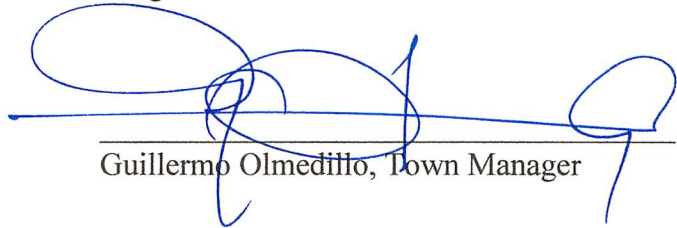
to a mutually agreed-upon Agreement. The Agreement sets forth the Town's selected products and services to be provided by Tyler listed in the investment summary.

Budget Impact: The investment summary of the Tyler Agreement shows the one-time fee is \$157,020 and the recurring annual Saas fees for licensing of \$79,853. Saas means software-as-a-service which is software licensed on a subscription basis. Funds have been budgeted and are available for the one-time fee and the annual licensing fee that totals \$236,873 for the fiscal year. The annual licensing fee of \$79,853 for the subsequent four (4) years totals \$319,412 resulting in a total contract amount of \$556,285 over the five (5) year term.

Recommendation: It is recommended the attached Resolution be approved to authorize the Town Manager to execute the Agreement with Tyler Technologies.



Donald Nelson, Finance Director



Guillermo Olmedillo, Town Manager

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED RFP NO. 2015-001 FOR A TURN KEY ENTERPRISE RESOURCE PLANNING SOFTWARE SOLUTION TO TYLER TECHNOLOGIES, INC.; APPROVING A SOFTWARE AS A SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR A FIVE YEAR INITIAL TERM IN AN AMOUNT NOT TO EXCEED \$556,285; PROVIDING FOR APPROVAL AND AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 23, 2015, the Town issued Request for Proposal No. 2015-001 for a Turn Key Enterprise Resource Planning (ERP) Software Solution (the “RFP”); and

WHEREAS, the RFP provided that the Town would consider a vendor hosted solution, a software as a service licensing model or a traditional Town-hosted solution; and

WHEREAS, in response to the RFP, Tyler Technologies, Inc. (“Tyler”) submitted a proposal, dated April 16, 2015, (the “Tyler Proposal”) and the Tyler Proposal included multiple options for a turnkey software solution, including a Town hosted environment and a vendor hosted environment; and

WHEREAS, after a lengthy and thorough evaluation process that included reviewing the submissions responsive to the RFP, conducting product demonstrations and evaluating the multiple solution options presented, the Evaluation Committee determined that Tyler’s Proposal for a vendor hosted solution best meets the needs of the Town over the long-run; and

WHEREAS, the Town Attorney’s office and Tyler entered into contract negotiations resulting in the Software as a Service Agreement, attached as Exhibit “A” (the “Agreement”); and

WHEREAS, the Evaluation Committee and the Finance Director recommend awarding the RFP to Tyler and approving the Agreement with Tyler, attached as Exhibit “A”, for an initial five-year term (with three optional one-year renewal periods), with an initial one-time design and implementation fee of \$157,020 and an annual service subscription fee of \$79,853 for a total five-year cost in an amount not to exceed \$556,285; and

WHEREAS, Town Commission of the Town of Surfside, Florida considers it is in the best interest of the Town to award the RFP to Tyler and authorize execution of the Agreement with Tyler, attached as Exhibit "A".

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

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

Section 2. Award of RFP and Agreement Approval. The Town Commission hereby approves the award of the RFP to Tyler and the Agreement with Tyler, attached as Exhibit "A", for an initial five-year term in an amount not to exceed \$556, 285

Section 3. Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution, including execution of the Agreement, attached as Exhibit "A", subject to such non-substantial changes as are acceptable to the Town Manager and approved as to form and legal sufficiency by the Town Attorney.

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

PASSED AND ADOPTED this 12th day of September, 2017.

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:**

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Town of Surfside.
- **"Data"** means Client's data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for Client's Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to Client, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Concurrent Users"** means the number of concurrent users that are authorized to use the SaaS Services. The Defined Concurrent Users for the Agreement are ten (10) users.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that Tyler provides or otherwise make available to Client, including instructions, Tyler user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of Client or Tyler, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by Client or Tyler.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of Tyler's current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **“SLA”** means the service level agreement. A copy of Tyler’s current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how Tyler’s professional services will be provided to implement the Tyler Software, and outlining roles and responsibilities of Tyler and Client in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of Tyler’s customers who have licensed the Tyler Software. A copy of Tyler’s current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means Tyler’s proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by Tyler to Client through this Agreement.

SECTION B – SAAS SERVICES

1. Rights Granted. Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services solely for Client’s internal business purposes for the number of Defined Concurrent Users only. The Tyler Software will be made available to Client according to the terms of the SLA. Client acknowledges that Tyler has no delivery obligations and Tyler will not ship copies of the Tyler Software as part of the SaaS Services. Client may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).
2. SaaS Fees. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with Tyler’s Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Concurrent Users and amount of Data Storage Capacity. Client may add additional concurrent users or additional data storage capacity on the terms set forth in Section H(1). In the event the Client regularly and/or meaningfully exceed the Defined Concurrent Users or Data Storage Capacity, Tyler reserves the right to charge Client additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 Tyler retains all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by Tyler under this Agreement. Client does not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to Client and may be used and copied by Client's employees for internal, non-commercial reference purposes only.

3.3 Client retains all ownership and intellectual property rights to the Data.

4. Restrictions. Client may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Tyler; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. Tyler warrants that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, Tyler will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.
6. SaaS Services.

6.1 Tyler SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 16, Type 2. Tyler has attained, and will maintain, Type II SSAE compliance, or its equivalent, for so long as Client are timely pays for SaaS Services. Upon Client's written request and execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), Tyler will provide Client with a summary of our SSAE-16 compliance report or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which Client makes a written request, Tyler will provide that same information.

6.2 Client will be hosted on shared hardware in a Tyler data center, but in a database dedicated to Client, which is inaccessible to Tyler's other customers.

6.3 Tyler has fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of Client's data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, Tyler will use best commercial efforts to restore all the data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your data may be lost, measured in relation to a disaster Tyler declares, said declaration will not be unreasonably withheld.

6.4 In the event Tyler declares a disaster, Tyler's Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after Tyler declares a disaster, within which Client's access to the Tyler Software must be restored.

- 6.5 Tyler conducts annual penetration testing of either the production network and/or web application to be performed. Tyler will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. Tyler will provide Client with a written or electronic record of the actions taken by Tyler in the event that any unauthorized access to Client's database(s) is detected as a result of our security protocols. Tyler will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. Client may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 Tyler tests its disaster recovery plan on an annual basis. Tyler's standard test is not client-specific. Should Client request a client-specific disaster recovery test, Tyler will work with Client to schedule and execute such a test on a mutually agreeable schedule.
- 6.7 Tyler will be responsible for importing back-up and verifying that you can log-in. Client will be responsible for running reports and testing critical processes to verify the returned data. At Client's written request, Tyler will provide test results to Client within a commercially reasonable timeframe after receipt of the request.
- 6.8 Tyler provides secure data transmission paths from each of Client's workstations to Tyler servers.
- 6.9 For at least the past ten (10) years, all of Tyler's employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Tyler's data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. Tyler will provide Client the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. Tyler will finalize that documentation with Client upon execution of this Agreement.
2. Professional Services Fees. Client agrees to pay Tyler the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy. Client acknowledges that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. Tyler will bill Client the actual fees incurred based on the in-scope services provided to Client. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is

required, or if Client uses or requests additional services, Tyler will provide Client with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, Tyler will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if Client cancels services less than two (2) weeks in advance (other than for Force Majeure or breach by Tyler), Client will be liable for all (a) non-refundable expenses incurred by Tyler on your behalf, and (b) daily fees associated with cancelled professional services if Tyler is unable to reassign our personnel. Tyler will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to Client.
6. Site Access and Requirements. At no cost to Tyler, Client agrees to provide Tyler with full and free access, at reasonable times during normal business hours or such other times acceptable to Client, to Client's personnel, facilities, and equipment as may be reasonably necessary for Tyler to provide implementation services, subject to any reasonable security protocols or other written policies provided to Tyler as of the Effective Date, and thereafter as mutually agreed to by Client and Tyler.
7. Client Assistance. Client acknowledges that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. Client agrees to use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with Tyler to schedule the implementation-related services outlined in this Agreement. Tyler will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).
8. Maintenance and Support. For so long as Client timely pays SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, Tyler will:
 - 8.1 perform maintenance and support obligations in a professional, timely, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);
 - 8.2 provide telephone support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that Tyler makes generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

Tyler will use all reasonable efforts to perform support services remotely. Currently, Tyler use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, Client agrees to maintain a high-speed internet connection capable of connecting Tyler to your PCs and server(s). Client agrees to provide Tyler with a login account and local administrative privileges as Tyler may reasonably require to perform remote services. Tyler will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If Tyler cannot resolve a support issue remotely, Tyler may be required to provide onsite services. In such event, Tyler will be responsible for Tyler's travel expenses, unless it is determined and documented that the reason onsite support was required was a reason outside of Tyler's control. Either way, Client agrees to provide Tyler with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for Tyler to provide the maintenance and support services, all at no charge to Tyler. Tyler strongly recommends that Client also maintain Client's VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside Tyler's normal business hours as listed in our then-current Support Call Process, provided that such support is not required as a result of a Defect in the Tyler Software. Requested services such as those outlined in this section will be billed to Client on a time and materials basis at our then current rates. Client must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. Tyler will sell, deliver, and install onsite the Third Party Hardware, if Client has purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with Tyler's Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, Client will receive access to the Third Party Software and related documentation for internal business purposes only. Client's rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 Tyler is authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 Client acknowledges that Tyler is not the manufacturer of the Third Party Products. Tyler does not warrant or guarantee the performance of the Third Party Products. However, Tyler grants and pass through to Client any warranty that Tyler may receive from the Developer or supplier of the Third Party Products.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. Tyler will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If Client believes any delivered software or service does not conform to the warranties in this Agreement, Client will provide Tyler with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues Client contends are in dispute so that Tyler can confirm the issue and respond to Client's notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. Tyler will work with Client as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of Tyler to resolve any issues presented in your notice. Client may withhold payment of the amount(s) actually in dispute, and only those amounts, until Tyler completes the action items outlined in the plan. If Tyler is unable to complete the action items outlined in the action plan because of Client's failure to complete the items agreed to be done by Client, then Client will remit full payment of the invoice. Tyler reserves the right to suspend delivery of all SaaS Services, including maintenance and support services, if Client fails to pay an invoice not disputed as described above within fifteen (15) days of notice of Tyler's intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the date SaaS Services and the Tyler Software are made accessible to Client, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed by the City for up to three additional one (1) year renewal terms upon thirty days' notice to Tyler. Client's right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, Client will pay Tyler for all undisputed fees and expenses related to the software, products, and/or services you have received, or Tyler has incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. Client acknowledges that continued access to the SaaS Services is contingent upon Client's timely payment of SaaS Fees. If Client fails to timely pay the SaaS Fees, Tyler may discontinue the SaaS Services and deny Client access to the Tyler Software. Tyler may also terminate this Agreement if Client does not cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If Client believes Tyler has materially breached this Agreement, Client will invoke the Dispute Resolution clause set forth in Section H(3). Client may terminate this Agreement for cause in the event Tyler does not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 Lack of Appropriations. If Client should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to Tyler. Client will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. Client agrees not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Client's Termination for Convenience. Client may terminate this Agreement for convenience upon thirty (30) days written notice. Upon such termination, Town shall remit payment to Tyler for all products, services and expenses incurred or delivered prior to Tyler's receipt of the termination notice. Town shall not be entitled to a refund or offset of previously paid license and other fees.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which Tyler consents). Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

1.2 Tyler's obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on Client's use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or Client's willful infringement.

1.3 If Tyler receives information concerning an infringement or misappropriation claim related to the Tyler Software, Tyler may, at our expense and without obligation to do so, either: (a) procure for Client the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case Client will stop running the allegedly infringing Tyler Software immediately. Alternatively, Tyler may decide to litigate the claim to judgment, in which case Client may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and Client's use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which Tyler consents), Tyler will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate this Agreement and refund you the prepaid but unused SaaS Fees for the year in which the Agreement terminates. Tyler will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 Tyler will indemnify, defend and hold harmless Client and Client's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by Tyler's negligence or willful misconduct or breach of this Agreement; (b) Tyler's violation of a law applicable to Tyler's performance under this Agreement; and (c) Tyler's violation of its obligations under Section H(17) of this Agreement. Upon Client's receipt of notice of such a claim, Client must notify Tyler promptly in writing of the claim and give Tyler sole control over its defense or settlement. Client agrees to provide Tyler

with reasonable assistance, cooperation, and information in defending the claim at Tyler's expense.

2.2 To the extent permitted by applicable law, and subject to Client's sovereign immunity protection, Client will indemnify and hold harmless Tyler and Tyler's agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by Client's negligence or willful misconduct. Tyler will notify Client promptly in writing of the claim and will give Client sole control over its defense or settlement. Tyler agrees to provide Client with reasonable assistance, cooperation, and information in defending the claim at Client's expense.

3. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYLER HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
4. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, TYLER'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO ONE AND A HALF TIMES (1.5X) THE TOTAL VALUE OF THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF TYLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. **Insurance.** During the course of performing services under this Agreement, Tyler agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$5,000,000 (including Cyber Liability coverage); (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. Tyler will add Client as an additional insured to Tyler's Commercial General Liability and Automobile Liability policies, which will automatically add Client as an additional insured to our Excess/Umbrella Liability policy as well. Tyler will provide Client with copies of certificates of insurance upon Client's written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** Client may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, Client may purchase additional products and services at Tyler's then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. Client agrees to provide Tyler with written notice within thirty (30) days of becoming aware of a dispute. Client agrees to cooperate with Tyler in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If Tyler fails to resolve the dispute, either party may assert their respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If Client is a tax-exempt entity, Client agrees to provide Tyler with a tax-exempt certificate. Otherwise, Tyler will pay all applicable taxes to the proper authorities and Client will reimburse Tyler for such taxes. If Client has a valid direct-pay permit, Client agrees to provide Tyler with a copy. For clarity, Tyler is responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. Tyler will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. Tyler will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. Tyler has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. Tyler will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, Client's consent is not required for an assignment by Tyler as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for Client's payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Client and Tyler. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between Client and Tyler with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. Tyler is an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. Client agrees that Tyler may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information, trade secrets and other information deemed confidential under applicable Florida law. Each party agrees that it will not disclose any confidential information of any party, including any private individuals and entities, and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give Tyler prompt notice and otherwise perform the functions required by applicable law.
18. Business License. In the event a local business license or tax is required for Tyler to perform services hereunder, Client will promptly notify Tyler and provide Tyler with the necessary paperwork and/or contact information so that Tyler may timely obtain such license or pay such tax.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the state of Florida, without regard to its rules on conflicts of law. Venue shall be in Miami-Dade County or, if appropriate for the claim, the United States Federal District Court – Southern District of Florida.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, Tyler agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. Tyler reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Non-Discrimination. Tyler will comply with Section 3-1.1 “Non-discrimination contract requirements; waiver” of the Town of Surfside Code. By entering into this Agreement with the Client, Tyler represents and affirms that Tyler is not currently engaged in, and will not engage in, a boycott as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.
23. Sovereign Immunity. The Client is a political subdivision of the State of Florida as defined in Section 768.28, Florida Statutes. Nothing herein is intended, nor shall it be interpreted or construed, to serve as a waiver of sovereign immunity by the Client.
24. Audit Right. Client may, at its own expense, audit Tyler’s books and record relating directly to this Agreement once per year upon one week’s advance written notice to Tyler.
25. Public Record. Tyler shall comply with Florida’s public records laws, each if and as applicable to Tyler. Specifically, Tyler shall:
- (a) Keep and maintain public records in Tyler’s possession or control in connection with Tyler’s performance under this Agreement.
 - (b) -Upon request from the Client’s Town Clerk or designee, Tyler shall provide the Client with

a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Client.
- (d) Upon completion of this Agreement, transfer, at no cost, all public records in the possession of Tyler and required by the Client to perform the services under this Agreement to the Town Manager or designee, within seven (7) days. Once the public records have been delivered upon completion or termination of this Agreement, Tyler shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All such records stored electronically by Tyler shall be delivered to the Client, upon request from the Client's City Clerk, in a format that is compatible with the Client's information technology systems.

IF TYLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TYLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-861-4863, snovoa@townofsurfsidefl.gov, or by mail: Town Clerk, 9293 Harding Avenue, Surfside, FL 33154.

26. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Web Services – Hosted Application Terms
Exhibit E	Statement of Work

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

Town of Surfside

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Counsel

Address for Notices:

Town of Surfside
9293 Harding Avenue
Surfside, FL 33154
Attention: Town Manager

COPY To:
Weiss Serota Helfman Cole & Bierman
Town Attorney
2525 Ponce de Leon Blvd., Suite 700
Coral Gables, FL 33134



Exhibit A

Investment Summary

The following Investment Summary details the software and services to be delivered by Tyler to Client under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Prepared for:
Don Nelson
Town of Surfside
 9293 Harding Avenue
 Surfside, FL 33154
 (305) 861-4863
 dnelson@townofsurfsidefl.gov

Contract ID: **2017-0037**
 Salesperson: **Scott Molenburg**
 Contract Date: **01/31/17**

Incode Financial Management Suite

Core Financials (GL, Budget Prep, Bank Recon, AP, Express, CellSense, Standard Forms Pkg, Output Director, Positive Pay, Secure Signatures (qty 2))	108	\$13,500
CAFR Statement Builder	32	\$4,000
Purchasing	32	\$4,000
Fixed Assets	20	\$2,500
Inventory Control	32	\$4,000
Project Accounting	16	\$2,000

Incode Personnel Management Suite

Personnel Management (Includes Position Budgeting)	100	\$12,500
Employee Self Service (ESS) (Employee Portal)	32	\$4,000
ESS Time & Attendance (# of FTE Employees) 75	32	\$4,000

Incode Customer Relationship Management Suite

Utility CIS System (Collections, Tax Lien Process & Import, Utility Payment Import, Qty 1 Utility Handheld Meter-Reader Interface)	152	\$19,000
Mobile Service Orders		Included
Third Party Printing Interface	4	\$500
Cashiering (Support Credit/Debit Cards via ETS, PCI Compliant Cash Collection Interface, Cashiering Receipt Import)	40	\$5,000
Miscellaneous Accounts Receivable	12	\$1,500

Energov Product Suite

Permitting & Land Management	Up to 15 Users	
Permitting & Inspections	96	\$12,000
License & Regulatory Management		
License Management	48	\$6,000
Customer Relationship Management		
Code Enforcement	40	\$6,000
System Extensions		
Customer Portal		
Permitting & Inspections	8	\$1,000
Licensing	8	\$1,000
GIS Server	8	\$1,000
IG Workforce Server	8	\$1,000
IG Workforce iPad Apps (each) 4	2	\$250

Content Management Suite

Tyler Content Manager Standard Edition (TCM SE)	40	\$5,000
Tyler Content Manager - Meeting Manager (Included Free on an AS IS Basis)		Included

Subtotal 878 \$109,750

Conversion Services

Description	Fee	Hours	Services	Investment
Financial Applications	\$5,500	16	\$2,000	\$7,500
Personnel Management/Payroll	\$3,250	8	\$1,000	\$4,250
Utility Billing	\$6,000	16	\$2,000	\$8,000
Permitting & Licensing	\$14,970	40	\$5,000	\$19,970
Subtotal	\$29,720	80	\$10,000	\$39,720

Professional Services

Description	Fee	Hours	Services	Investment
Project Management			\$5,000	\$5,000
Subtotal			\$5,000	\$5,000

Tyler Hosted Applications

Description	Services	Investment	Annual
Online Applications			
Utility Billing Online # of Accounts 3,000	\$800		Included
Notifications			
Incode Notifications for Utility Billing			Included
Continuing Education			
Tyler U			Included
Subtotal	\$800		

Tyler Network Services/Hardware/Third Party

Description	Fee	Hours	Services	Investment	Annual
Network Services					
Disaster Recovery Services					Included
Basic Network Services					Included
Hardware					
Cashiering Hardware	\$1,600		\$150	\$1,750	
Subtotal	\$1,600		\$150	\$1,750	\$0

Length of Agreement	5 Years - 60 Months
Annual SaaS Fee	\$ 74,103
Annual User Fee	\$ 5,750
Total Annual SaaS Fee	\$ 79,853

**Additional fees will apply for additional users

Summary	One Time Fees	Recurring Fees
Total Tyler Network Services/HW/Third Party	\$1,600	\$0
Total Tyler Services	\$155,420	\$ 79,853
Annual SaaS Fee		
Summary Total	\$157,020	\$79,853

Estimated Travel Expense:
 Note: Travel Expenses are billed as incurred based on Federal IRS per diem standards.



Prepared for:
Don Nelson
Town of Surfside

Tyler Notifications

Description

Incode Notification for Utility Billing (\$0.10 per call) Active Accounts 3,500

-Customer Notification by Phone

- Call Late Notices

- Call Late Notices

- General Notifications

- Call Lists automatically generated

- Account updated after call

- Custom message for each call type

- Call Message can be English or Spanish

- Generate reports based on call results

Note: The Utility will be billed at the rate specified above for all calls made.
The Utility will be billed quarterly by Tyler Technologies for calls conducted.



Prepared for:

Don Nelson
Town of Surfside

Tyler Content Manager

Description	QTY	License Fees	Hours	Services	Investment	Annual
Tyler Meeting Manager (Included Free on an AS IS Basis)		Included		Included	\$0	NC
		Subtotal		\$0	\$0	\$0



Prepared for:
Don Nelson
Town of Surfside
Tyler Network Services

Description

Tyler Systems Management

Proactive System Monitoring	Network Protection Services
*Tyler application availability	* Service packs and windows updates
* Server Hardware Monitoring	*Tyler Application Automated update service
*Monthly System Status reports via email	
Remote Technical Support 7a-7p CST	Reduced rate for on-site assistance
*Troubleshoot Tyler Server and Workstation Hardware and Software Issue	* \$100/hr for on-site troubleshooting and consulting services
* Technical Help-Desk Support - Unlimited Remote support on technical is	Tyler Remote Helpdesk Requirements
* Tyler Application and DB migration to new hardware	* High speed internet required
Database Administration	* Supported tape backup hardware and software
*SQL Server updates and Patches	* All supported computers must meet Tyler minimum hardware requirements
* Database Monitoring	
*Maintenance Plan setup	
Backup Assistance	
* Guide you through establishing backup procedures that will minimize your downtime in the event of a disaster.	
* Troubleshoot and resolve problems with backups	

Tyler Disaster Recovery Service

The following Tyler Products are covered by Tyler DR:

- Incode Financial Suite
- Incode Personnel Management Suite
- Incode CIS/CRM Suite
- Incode Energov Product Suite
- Incode Content Managent Suite - TCM SE/TCM EE

Tyler Application coverage details:

- Tyler Application Data sent to our DRS facility every 24 hours
- Data integrity check to make sure your data is collected properly
- 24 Hour Recovery Point Objective
- Emergency response within 2 business hours. Application Availability within 8 business hours
- We will help you establish a SaaS connection for up to 10 concurrent Users during service activation
- We will assist you in restoring data from DRS facility to file server
- 1 Annual Disaster Planning Walkthrough

Scope of Service:

Coverage includes Tyler Financial, CIS/CRM, Municipal Court, and Utility Billing Data, Report Writer, Property Tax, and Eden Financials are considered Tyler Application Data
 It does not include any Operating System, Active Directory, or Non-Tyler Application Data
 Tyler Content Manager requires a separate coverage agreement

TCM Application coverage details:

- TCM database will be configured to ship transaction logs to our DRS facility every 1 hour
- Data integrity check to make sure your data is collected properly
- 24 Hour Recovery Point Objective
- Emergency response within 2 business hours. Application Availability within 8 business hours
- We will assist you in restoring data from DRS facility to file server

Scope of Service:

Coverage includes storage of up to a 50GB TCM database
 Should the TCM database exceed 50 GB client is subject to additional charges at current storage costs

Notes:

Client must run the SQL Server service under Tyler specified local machine service account
 A point to point demand dial connection between client SQL server to DRS SQL server using Microsoft RRAS
 Client will be provided a portable HD for initial DB backup that will be overnighted to DRS facility
 Current Technical Support Business Hours are from 7a-7p CST

Notes:

Tyler DR is not to be considered a replacement for local tape backups, but as a supplemental coverage service. Entity must perform backup procedures and tape rotation as established in Tyler's recommended backup procedures documentation
 Remote access to client servers must be provided through RDP, PCAnywhere or GotoAssist.
 Tyler requires a minimum 128 kbps upstream internet access from the Tyler Application server. 256kbps or better recommended

Entity must utilize the following:

Backup Software: Arcserve, Backup Exec, or NT Backup (Preferred)
 Only those Entity's who use Microsoft's NTBackup or Backup Exec are eligible for daily backup monitoring and monthly reporting
 Supported Backup Hardware: DDS3 12/24GB DAT, DDS4 20/40GB DAT, DDS5 35/70GB DAT or LTO Drives
 Optional: Entity sends tapes monthly to Tyler for off-site rotation

Non-Participation

- \$125/hr for assistance in troubleshooting non-disaster backup/restore situation
- \$150/hr for non-ASP related data recovery assistance in disaster situations.
- One time fee: \$10,000 + \$500/day for Level 1 ASP service in disaster situations



Prepared for:
Don Nelson
Town of Surfside

Hardware and System Software

Description	QTY	Price	Annual	Source
Cashiering/Cash Collection				
<i>All TM-H6000IV printers include PS-180 power supply, ribbon, USB Cable and 50 roll case of paper</i>				
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	1	1,050		
Media Plus Automated Cash Drawer -Black NEW (INCODE)	1	200		
Symbol LS2208 Bar Code Scanner w/ intellistand NEW	1	350		
		One Time Fees	Recurring Fees	
Hardware & System Software		1,600		
Hardware Installation Services		150		
Hardware & System Software Subtotal		1,750	\$0	



Prepared for:

Don Nelson
Town of Surfside

Tyler University

Description

Tyler U

- E-learning courses available for all employees during the subscription period
- Unlimited access to hundreds of e-learning courses spanning the entire suite of Tyler applications
- Unlimited access to on-demand Continuing Professional Education credit courses certified by NASBA standards
- Unlimited access to Government compliance courses such as HIPAA Compliance, Red Flag Rules, and Workplace Harassment Prevention
- Available 24/7
- New courses created continually

Tyler Technologies, Inc. is registered with the National Association of State Boards of Accountancy (NASBA) as a sponsor of continuing professional education on the National Registry of CPE Sponsors. State boards of accountancy have final authority on the acceptance of individual courses for CPE credit. Complaints regarding registered sponsors may be submitted to the National Registry of CPE Sponsors through its website: www.learningmarket.org



Exhibit B

Invoicing and Payment Policy

Tyler will provide Client with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: Tyler will invoice Client for the applicable software and services in the Investment Summary as set forth below. Client's rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Client's annual SaaS fees for the initial five (5) year term are fixed and set forth in the Investment Summary. Upon expiration of the initial term, Client's annual SaaS fees will be at Tyler's then-current rates, provided however that in no event shall Client's annual SaaS fees increase by more than 5% from the Client's prior year SaaS fees for the three (3) year period following the initial five (5) year term.
2. Other Tyler Software and Services.
 - 2.1 *Project Planning Services:* Project planning services are invoiced upon delivery of the implementation planning document.
 - 2.2 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.3 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.4 *Consulting Services:* If Client has purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Business System Design document, by module, and 50% upon your acceptance of custom desktop procedures, by module. If Client has purchased any Business Process Consulting services and they are quoted as an estimate, then Tyler will bill Client the actual services delivered on a time and materials basis.
 - 2.5 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill you the actual services delivered on a time and materials basis.
 - 2.6 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. Client must report any failure of the modification to conform to the

specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. Client may still report Defects to Tyler as set forth in the Maintenance and Support Agreement.

2.7 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.

2.8 *Change Management Services*: If Client has purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when Tyler makes it available to Client for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when Tyler makes it available to Client for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Tyler’s current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; Tyler reserves the right to charge Client an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Tyler prefers to receive payments electronically. Tyler’s electronic payment information is:

Bank: Wells Fargo Bank, N.A.
 420 Montgomery
 San Francisco, CA 94104
 ABA: 121000248
 Account: 4124302472
 Beneficiary: Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven-day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five days = one checked bag
- Six or more days = two checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a

trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that Tyler will provide to Client to ensure the availability of the application services that Client has requested Tyler to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom Tyler exercises no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. Tyler set Service Availability goals and measures whether Tyler has met those goals by tracking Attainment.

a. Your Responsibilities

Whenever Client experiences Downtime, Client must make a support call according to the procedures outlined in the Support Call Process. Client will receive a support incident number.

Client must document, in writing, all Downtime that Client has experienced during a calendar quarter. Client must deliver such documentation to Tyler within 30 days of a quarter's end.

The documentation Client provides must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When Tyler's support team receives a call from Client that Downtime has occurred or is occurring, Tyler will work with you to identify the cause of the Downtime (including whether it may be the result of a

Client Error Incident or Force Majeure). Tyler will also work with Client to resume normal operations.

Upon timely receipt of your Downtime report, Tyler will compare that report to our own outage logs and support tickets to confirm that Downtime for which Tyler is responsible indeed occurred.

Tyler will respond to Client's Downtime report within 30 day(s) of receipt. To the extent Tyler has confirmed Downtime for which Tyler is responsible, Tyler will provide Client with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, Tyler will provide Client with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by Tyler in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve Tyler of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, Tyler will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

Client may request a report from Tyler that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

Tyler performs maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, Tyler will provide advance notice of those windows and will coordinate to the greatest extent possible with Client.

V. Force Majeure

Client will not hold Tyler responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, Tyler will file with Client a signed request that said failure be excused. That writing will at least include the essential details and

circumstances supporting our request for relief pursuant to this Section. Client will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that Tyler can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D

Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide Client with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. Tyler will provide Client with any of the following hosted applications as indicated in the Investment Summary.
 - 1.1. *Web Services*: Tyler's Web Services are designed to enable Client to easily establish a presence on the Internet. Tyler's Web Hosting and Design is composed of Tyler's Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.
 - 1.2. *Utility Billing On-Line*: Tyler's Utility Billing On-Line Component allows Client to make available certain information from Client's utility billing system to citizens with Internet access. This information is posted to your web site, which is hosted on our web server. With the proper security clearance, citizens with Internet access have access to the data which can include: Consumption information,
2. Term. Tyler will grant Client access to the hosted applications provided you timely pay all associated fees. The term of Client's subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.
3. Nature of Website. Tyler shall maintain a website for Client, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.
4. Data Procurement. Client must set up a merchant account with Electronic Transaction System Corporation or authorized.net to be solely used for our Web Service transactions. The merchant account must be set up to fund to Client's bank account. Client is responsible for all fees and expenses of the merchant account. Client must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While Tyler assumes responsibility for data transfer, Tyler are not responsible for accuracy of data transferred.
5. Limited License. Client's license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data Client provides to Tyler for the purposes of generating the website shall remain Client's property. Should Client terminate its subscription, Tyler shall return to Client any such data in our possession.
7. Fees. Client agrees to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. Tyler may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.



Exhibit E
Statement of Work

TO BE INSERTED



**Town of Surfside
Town Commission Meeting
September 12, 2017
7:00pm**

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

RESOLUTION COVER MEMORANDUM

Agenda #: 5D
Date: September 12, 2017
From: Daniel Dietch, Mayor
Subject: Beach Renourishment Funding Urging Resolution

Objective: To approve and transmit the enclosed Beach Renourishment Funding Urging Resolution to the Miami-Dade County Mayor and Commission, Mayors of Miami-Dade County's coastal communities and the Florida Legislature.

Consideration: Beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events. Beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures and buffers against the effects of sea level rise, thereby protecting coastal properties and the coastal environment. Since the last Town-wide beach renourishment project in 1999, our beaches are critically eroding due to winds, tides, currents, waves and storms. To help mitigate these impacts, the Town has supported the strengthening of our dune network including removal on non-native plant species, installed Florida's first two diverter dunes at street access points, convened workshops to educate our community about the impacts of climate change and sea level rise, joined the Mayor's Beach Alliance, engaged with Federal, State and municipal partners to raise awareness of responsible beach management and issued a related urging resolution (No. 15-2320) and convened a Sustainability Committee to recommend coastal mitigation and adaptation approaches and build resiliency in our community and region. Beyond the environmental benefits of beach renourishment, the economic benefits are also essential to sustaining the Town over the long-term. Continued efforts to work collaboratively with other units of government is necessary to prioritize and fund needed beach renourishment for Surfside.

In 2015, the United States Army Corps of Engineers completed their sand sourcing study. Due to the Water Resources Development Act (WRDA), only domestic sand sources were considered. The WRDA blocks federal money from being spent on foreign sand for beach projects if domestic sources are available. On February 16, 2017, Surfside issued Urging Resolution 17-2420 in support of a decision by the federal government to study the benefits of replenishing Florida beaches with foreign sand. If the WRDA restriction is lifted, it could allow for reduced environmental impacts and lower

costs for beach nourishment projects. However, in the absence of County, State and Federal funding, no beach renourishment will occur in Surfside. Accordingly, it is imperative that Surfside take deliberate and timely action to support all funding options including, but not limited to the proposed Senate Bill 174 filed by Senator Jack Latvala that updated the ranking criteria for beach projects and creates a three-year work plan to maximize matching federal and local dollars and sets a dedicated state funding source of at least \$50 million per year through Amendment One funding.

Recommendation: To approve and transmit the enclosed Beach Renourishment Funding Urging Resolution to the Miami-Dade County Mayor and Commission, Mayors of Miami-Dade County's coastal communities and the Florida Legislature.

RESOLUTION NO. 15 - 2320

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, SUPPORTING THE DADE COUNTY BEACH EROSION CONTROL AND HURRICANE PROTECTION PROJECT, AND URGING MIAMI-DADE COUNTY, THE STATE OF FLORIDA, AND THE UNITED STATES ARMY CORPS OF ENGINEERS TO PROVIDE RECURRING APPROPRIATIONS TO ADVANCE BEACH RENOURISHMENT IN SURFSIDE AND MIAMI-DADE COUNTY ON OR AHEAD OF SCHEDULE; PROVIDING DIRECTION TO THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA CLERK OF THE HOUSE, GOVERNOR, SENATE PRESIDENT, HOUSE SPEAKER, CHAIR AND MEMBERS OF THE MIAMI-DADE STATE LEGISLATIVE DELEGATION, AND THE UNITED STATES ARMY CORPS OF ENGINEERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events; and

WHEREAS, our beaches erode with winds, tides, currents and waves, hurricanes and coastal storms, and beachfront developments interrupt natural movement of sand and narrow beach widths; and

WHEREAS, beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures, and buffers against the effects of sea level rise and climate change, thereby protecting coastal properties and the coastal environment; and

WHEREAS, beach renourishment has been an ongoing practice in southeast Florida since the late 1970s, as part of the Dade County Beach Erosion Control and Hurricane Protection Project providing essential economic, environmental and recreational benefit to coastal communities; and

WHEREAS, throughout the region, twenty-four federal and nonfederal beach nourishment projects provide storm damage reduction to infrastructure as well as incidental recreational opportunities; and

WHEREAS, as part of the Dade County Beach Erosion Control and Hurricane Protection Project, the Surfside beach is on schedule to be renourished in 2018; and

WHEREAS, the United States Army Corps of Engineers recommends that future beach renourishment projects utilize the following sand sources: 1) Upland Sources, 2) Off-shore Sources, and 3) Existing Accretion Sources; and

WHEREAS, Miami-Dade County, the State of Florida and the Federal government are cost-sharing partners in the Dade County Beach Erosion Control and Hurricane Protection Project; and

WHEREAS, the Town of Surfside urges the Board of County Commissioners of Miami-Dade County, the Florida Legislature, Governor, Senate President, House Speaker, Chair and Members of the Miami-Dade State Legislative delegation, and the United States Army Corps of Engineers to support the herein resolution.

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. Support for federal, state, and county beach nourishment projects. The Town of Surfside Commission supports the Dade County Beach Erosion Control and Hurricane Protection Project, as well as other federal, state, and county beach nourishment projects to buffer the Town of Surfside beaches against the effects of erosion and sea level rise, and provide economic, environmental, and recreational benefits to the community.

Section 3. Urging for continued funding allocations to advance beach nourishment projects. The Town of Surfside Commission urges Miami-Dade County, the State of Florida, and the United States Army Corps of Engineers to provide recurring appropriations to advance beach renourishment in Surfside and Miami-Dade County on or ahead of schedule.

Section 4. Direction to Town Clerk. The Town Clerk is hereby directed to transmit a copy of this Resolution to the Board of County Commissioners of Miami-Dade County, the Florida Clerk of the House, Governor, Senate President, House Speaker, Chair and Members of the Miami-Dade State Legislative Delegation, and the United States Army Corps of Engineers

Section 5. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of September, 2015.

Motion by Commissioner Karukin.


Second by Commissioner Olchyk.

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Eli Tourgeman	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

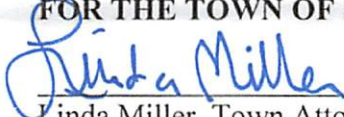


Daniel Dietch, Mayor

ATTEST: 

Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

RESOLUTION NO. 17 - 2420

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA SUPPORTING UNITED STATES CONGRESSIONAL BILLS S. 279 AND H.B. 833 TO AMEND SECTION 935 OF THE WATER RESOURCES DEVELOPMENT ACT OF 1986 TO FACILITATE THE USE OF FOREIGN OFFSHORE SAND IN BEACH NOURISHMENT PROJECTS; URGING THE UNITED STATES CONGRESS TO EXPEDITE AND FUND THE STUDY TO ALLOW FOREIGN SAND TO BE USED IN BEACH NOURISHMENT PROJECTS IN MIAMI-DADE COUNTY; DIRECTING THE TOWN CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS STATED HEREIN; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) adopted Resolution No. 15-2320 on September 8, 2015 expressing support for the Dade County Beach Erosion Control and Hurricane Protection Project, and urging Miami-Dade County, the State of Florida and the United States Army Corps of Engineers (Army Corps) to provide recurring appropriations to advance beach renourishment in Surfside and Miami-Dade County on or ahead of schedule; and

WHEREAS, beaches and dunes serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events; and

WHEREAS, beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures, and buffers against the effects of sea level rise and climate change, thereby protecting coastal properties and the coastal environment; and

WHEREAS, beach renourishment has been an ongoing practice in southeast Florida since the late 1970s, as part of the Dade County Beach Erosion Control and Hurricane Protection Project providing essential economic, environmental and recreational benefit to coastal communities; and

WHEREAS, throughout the region, twenty-four federal and nonfederal beach nourishment projects provide storm damage reduction to infrastructure as well as incidental recreational opportunities; and

WHEREAS, as part of the Dade County Beach Erosion Control and Hurricane Protection Project, the Surfside beach is on schedule to be renourished in 2018; and

WHEREAS, Miami-Dade County, the State of Florida and the Federal government are cost-sharing partners in the Dade County Beach Erosion Control and Hurricane Protection Project; and

WHEREAS, Miami-Dade County is running out of dependable, economical, and environmentally practicable sand sources; and

WHEREAS, Section 935 of the Water Resources Development Act of 1986 (“WRDA 1986”) states that the Army Corps can only use domestic sources of sand for renourishment of this project, unless the Secretary of the Army provides written certification that domestic sources are not available for environmental or economic reasons; and

WHEREAS, in March 2016 the Army Corps completed a Limited Reevaluation Report and Environmental Assessment with a Finding of No Significant Impact with updated economics to justify potential alternative sand sources for future renourishment projects to utilize new sand sources, which include Bahamas sand; and

WHEREAS, the option to import offshore sand from the Bahamas to expedite beach nourishment projects in Surfside and throughout Miami-Dade County is important because the sand may be closer to the quality of the sand on Miami’s beaches than some of the alternatives listed by the Army Corps; and

WHEREAS, foreign offshore sources may have a lower cost to import than purchasing sand from approved upland sources, and there may be fewer impacts on roads, such as reduced quality of life impacts resulting from truck traffic and fewer carbon emission from trucks hauling the sand; and

WHEREAS, the Town of Surfside, Florida supports a recent decision by the federal government to study the benefits of replenishing Florida beaches with foreign sand; and

WHEREAS, on February 2, 2017, United States Senator Marco Rubio introduced S.279 and United States Congresswoman Lois Frankel introduced companion bill H.B. 833 to amend WRDA 1986 with respect to the acquisition of beach fill to eliminate the restriction against offshore sand; and

WHEREAS, it is in the best interest of the Town to support S.279 and H.B. 833 to eliminate the restriction against offshore sand, and to urge the United States Congress to expedite and fund the study to expedite and fund the study to evaluate the benefits of replenishing Florida beaches with foreign sand.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF 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. Support by the Town of Surfside Town Commission for United States Congressional Bills S. 279 and H.B. 833 to Amend the Water Resources Development Act of 1986 and Urging Members of the Florida Congressional Delegation to Expedite Efforts to Allow Foreign Sources of Sand be Utilized in Beach Nourishment Projects in Miami-Dade County. The Town of Surfside supports S. 279 and H.B. 833 to amend Section 935 of the WRDA 1986 to eliminate the Restriction promulgated by Section 935 of the WRDA 1986 in order to facilitate the use of foreign offshore sand in Beach Nourishment Projects. The Town urges the United States Congress to expedite and fund the study to evaluate the benefits of replenishing Florida beaches with foreign sand.

Section 3. Direction to the Town Clerk. The Town Clerk is hereby directed to send a copy of this Resolution to sponsoring legislators, United States Senator Marco Rubio and Congresswoman Lois Frankel, and United States Senator Bill Nelson, the Members of the Florida Congressional Delegation, the Secretary of the Army, the Governor of Florida, and Mayors of Coastal Communities throughout Miami-Dade, Broward, Monroe, Palm Beach, Martin and St. Lucie Counties.

Section 4. Authorization and 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 become effective immediately upon its adoption.

PASSED AND ADOPTED this 16th day of February 2017.

Motion by Commissioner Karukin,

Second by Commissioner Paul.


FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky
Commissioner Michael Karukin
Commissioner Tina Paul
Vice Mayor Barry Cohen
Mayor Daniel Dietch

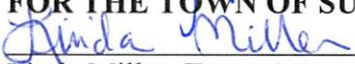
yes
yes
yes
yes
yes



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



THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

SENATOR JACK LATVALA

16th District

COMMITTEES:
Appropriations, *Chair*
Appropriations Subcommittee on the
Environment and Natural Resources
Commerce and Tourism
Environmental Preservation and Conservation
Rules

JOINT COMMITTEE:
Joint Legislative Budget Commission,
Alternating Chair

August 23, 2017

Guillermo Olmedillo
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

Dear Mr. Olmedillo,

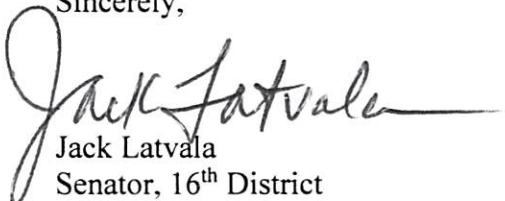
The unique role Florida's beaches play for both our environment and our economy make it imperative that we do what we can to preserve and restore them to their natural beauty. Florida's beaches provide a return on investment of \$5.4 to \$1 and are Florida's number one tourism driver stimulating over 1.4 million jobs.

I am proud to announce I have filed Senate Bill 174 to update Florida's beach management program. Senate Bill 174 updates the ranking criteria for beach projects to take into consideration the economic and environmental importance of the project. Senate Bill 174 also creates a three-year work plan to maximize matching federal and local dollars and sets a dedicated state funding source of at least \$50 million per year through Amendment One funding.

This is the same bill which unanimously passed the Florida Senate last year. Unfortunately, it did not come up for a vote by the Florida House of Representatives. I encourage you to contact Speaker Corcoran and urge him to support our efforts to protect and restore Florida's beaches.

I look forward to the favorable passage of this bill during the 2018 Legislative Session and up to have your continued support in passing good policy for Florida's beaches. If you have any questions or if I may ever be of any assistance, please do not hesitate to contact me personally.

Sincerely,


Jack Latvala
Senator, 16th District

REPLY TO:

26133 U.S. Highway 19 North, Suite 201, Clearwater, Florida 33763 (727) 793-2797 FAX: (888) 263-7847
 412 Senate Office Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5016

Senate's Website: www.flsenate.gov

RESOLUTION NO. 2017-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE TO APPROPRIATE FUNDS FOR BEACH RENOURISHMENT PROJECTS; SUPPORTING SENATE BILL 174; PROVIDING FOR TRANSMITTAL; PROVIDING FOR AUTHORIZATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, beaches and dunes generally and more specifically within the Town of Surfside (the “Town”) serve as a vital buffer between coastal infrastructure and the destructive forces of ocean waves and surge during storm events; and

WHEREAS, beach renourishment adds sand to the coastal system, helps keep the erosive power of strong waves from reaching dunes and structures, and buffers against the effects of sea level rise and climate change, thereby protecting coastal properties and the coastal environment; and

WHEREAS, beach renourishment has been an ongoing practice in southeast Florida since the late 1970s, as part of the Dade County Beach Erosion Control and Hurricane Protection Project providing essential economic, environmental and recreational benefits to coastal communities; and

WHEREAS, the Town recognizes the economic, recreational, and environmental and shoreline protection value that beach renourishment provides and finds that it is necessary to urge the Florida Legislature to appropriate funds during the 2018 Legislative Session for beach renourishment in Miami-Dade County and specifically the Town of Surfside; and

WHEREAS, the Town Commission expresses its support of Senate Bill 174 which updates the ranking criteria for beach projects and creates a three-year work plan to maximize matching federal and local dollars and sets a dedicated state funding source of at least \$50 million per year through Amendment One funding; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest of the Town and its residents.

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

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

Section 2. Urging Legislature To Appropriate Funds For Beach Renourishment. The Town Commission hereby urges the Florida Legislature to appropriate funds during the 2018 Legislative Session for beach renourishment projects in Miami-Dade County, specifically within the Town of Surfside.

Section 3. Support of Senate Bill 174. The Town Commission hereby expresses its support of Senate Bill 174 to update the ranking criteria for beach projects, create a three-year work plan to maximize matching federal and local dollars, and set a dedicated state funding source of at least \$50 million per year through Amendment One funding.

Section 4. Transmittal. The Town Clerk is hereby directed to send a certified copy of this Resolution to the Town's State Representative and State Senator, the Mayors of coastal communities throughout Miami-Dade County, and the Miami-Dade County Mayor and Board of County Commissioners.

Section 5. Authorization. The Town Manager is authorized to take any and all actions reasonably necessary to implement this Resolution.

Section 6. Effective Date. That this Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of September, 2017.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky _____
Commissioner Michael Karukin _____
Commissioner Tina Paul _____
Vice Mayor Barry Cohen _____
Mayor Daniel Dietch _____

[SIGNATURE PAGE FOLLOWS]

Attest:

Daniel Dietch, Mayor

Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



Town of Surfside Commission Communication

Agenda Item #: 5E

Agenda Date: September 12, 2017

Subject: Fulfillment of Amortized Cost for Recycling Containers per Interlocal Agreement.


Objective: To approve the expenditure of funds for the final amount due to Miami-Dade County for the residential recycling containers per the interlocal agreement.

Background: The Town entered into an interlocal agreement with Miami-Dade County for residential curbside recycling on September 10, 2009. The Miami-Dade service was provided on a bi-weekly schedule utilizing a 95 gallon container for collection. The interlocal agreement allowed for either party to terminate the agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date. Section VII of the interlocal agreement states that if the municipality withdraws from the agreement prior to the final debt payment for the recycling containers, the municipality will pay the remaining amortized cost of the containers in the municipality within one year of withdrawal.

Analysis: The termination of the interlocal agreement that was approved by the Town Commission on June 9, 2015 included the purchase of containers however, this provision was not clearly explained in the original Commission communication. The cost to buy out the recycling containers from Miami-Dade County, per the interlocal agreement, is \$16,041.60. The purchase of these containers saved the Town \$82,448.40.

Budget Impact: The Town's cost for the containers is \$16,041.60 and is funded in the 2016-17 Fiscal Year Budget from Solid Waste Account No. 403-4000-534-4911.

Recommendation: Staff recommends to approve the purchase of the Miami-Dade residential containers for \$16,041.60 as a part of the fulfillment of the interlocal agreement for residential recycling containers.



Randy Stokes, Public Works Director



Guillermo Olmedillo, Town Manager



Donald Nelson, Finance Director

RESOLUTION NO. 15 - 2304

A RESOLUTION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN MANAGER TO TERMINATE THE INTERLOCAL AGREEMENT FOR INCLUSION IN THE MIAMI-DADE COUNTY CURBSIDE RECYCLING PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside ("Town") entered with the Miami-Dade County ("County") into an Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program; and

WHEREAS, the County provides curbside collection of recyclable materials to the Town on a bi-weekly schedule utilizing a 95 gallon container for collection; and

WHEREAS, the Public Works Department considers that the Town will be better served if curbside recycling services will be provided by the Town; and

WHEREAS, the Public Works Department has the necessary equipment and staff to provide curbside collection of recyclable materials once a week to the residential community with no increase in cost; and

WHEREAS, the collected recycling materials go to the County and the Town does not currently receive any monetary benefit from recyclable materials; and

WHEREAS, the Town would receive the revenues from the recyclable materials; and

WHEREAS, Section XIV of the Interlocal Agreement allows the Town to terminate this Interlocal Agreement without cause by communicating the desire to do so in writing 30 (thirty) days prior to the termination date; and

WHEREAS, it is in the best interest of the Town to terminate the Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program effective September 30, 2015.

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

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

Section 2. Authorization. The Town Commission hereby authorizes the Town Manager or his designee to terminate the Interlocal Agreement for Inclusion in the Miami-Dade County Curbside Recycling Program effective September 30, 2015.

Section 3. Implementation. The Town Manager or his designee is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this 9th day of June 2015.

Motion by Commissioner Olchyk
Second by Commissioner Karukin

FINAL VOTE ON ADOPTION

Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Marta Olchyk	<u>yes</u>
Vice Mayor Eli Tourgeman	<u>yes</u>
Mayor Daniel Dietch	<u>Absent</u>




Daniel Dietch, Mayor

ATTEST:



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**



Linda Miller, Town Attorney

INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM

MUNICIPALITY: TOWN OF SURFSIDE

This Interlocal Agreement ("Agreement") is made and entered into this 10th day of September, 2009, by and between Miami-Dade County ("County") and Town of Surfside ("Municipality") in order that the Municipality may be included as a portion of the COUNTY SERVICE AREA to be provided with curbside collection of recyclable materials under the terms and conditions agreed to between the County and any Contractors that the County enters into contracts with for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary.

Section I: Definitions

In all instances, terms used in this Agreement shall have the definitions as contained in any Contracts that the County enters into for the provision of Recycling Collection Services, Recycling Processing Services, Recycling Container Manufacturing and Delivery Services, or other Recycling Services as necessary ("Contracts").

Section II: County Services Area – Municipality's Portion

The Municipality's portion of the entire County Services Area is designated on the attached map (Exhibit "A"), incorporated herein by reference).

Section III: Agreement Governs; Entire Agreement

This Agreement supersedes any previous agreements that the County and the Municipality may have previously had for recycling services.

Section IV: Recycling Service

Residents of single-family housing within the Municipality will be provided with curbside collection service of recyclable materials in the manner provided for in the Contracts. All residents included in the program will be responsible for preparation and placement of materials in the manner specified pursuant to the Contracts. All participating residents of the Municipality will be eligible to call the County's 3-1-1 Answer Center to receive assistance and information regarding recycling services provided to them.

Collection of materials will take place on a schedule consistent with the hours and days provided for the unincorporated area. Days or hours differing from the unincorporated area collection service but coinciding with regular garbage or trash service within the Municipality (e.g., Wednesday and Saturdays) may be provided subject to negotiation and agreement with Contractor and approval by the County.

Section V: Authorization/Responsibilities

The Municipality hereby authorizes the County to act on its behalf in the administration of the contract for this recycling service in the areas of municipal jurisdiction. However, the Municipality will be responsible for monitoring all aspects (collection days, hours, equipment, personnel etc.) of any Contractor's performance within its jurisdiction and reporting any problems or violations to the County in order to initiate corrective action in accord with the Contracts.

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

The Municipality agrees to abide by all those terms and conditions that the County agrees to meet as contained in the Contracts except as modified herein.

The Municipality agrees to provide the County with an update of additions and deletions to this list each month in a format to be specified by the County. This update shall be delivered to the County on the first day of the month. Any discrepancies between the Municipality's monthly house count and the Contractor's monthly billing allocated to the Municipality shall be reconciled through a field inspection to be performed by the County within 60 days, with any corrections to be reflected in the subsequent month's billing to the Municipality.

Section VI: Payments

In compensation for provision of this recycling collection service on a regular basis, the Municipality will make monthly payments to the County in an amount equal to the Monthly Fee or such other fee, as negotiated subject to approval by the County and the Municipality, times the average number of Residential Properties serviced during that month within the Municipality's portion of the entire County Service Area. This payment will not be dependent upon the number of households participating in the program, but will be a flat rate for each household. The County will charge the Municipality consisting with the costs to the residents within the unincorporated area of the County.

During the first fiscal year (between October 1, 2008 and September 30, 2009) of this Interlocal Agreement, the monthly fee will be \$2.47 per household per month. This fee is consistent with the cost that residents of the unincorporated area are paying for the same period.

During the second fiscal year (between October 1, 2009 and September 30, 2010) of this Interlocal Agreement and annually thereafter through the final year of Agreement, the monthly fee paid by the Municipality to the County for the services to be provided will be adjusted by the percent change in the Consumer Price Index (CPI), All Urban Consumers, South Urban, All items, annual average during the previous Service Year, not to exceed three percent (3%) based on the change in such Index from October 1 through September 30 of the previous year. The source of the consumer price indices applied in the annual adjustment to the Collection Payment shall be the U. S. Bureau of Labor Statistics. Each adjustment shall be in effect for the following 12-month period. The Amount paid per Household shall be extended to all Households served based on the Household counts provided by the County in accordance with provisions of this Agreement.

The Municipality shall be responsible for delivering payment for recycling collection services to the County within twenty (30) days of the date of an invoice from the County. The County shall be responsible for making the total Monthly Payment for the entire Service Area, including the Municipality's portion, to the Contractor in accord with all the Contracts.



Section VII: Containers

The County shall be responsible for purchase of a sufficient number of containers to provide a container to each Residential Property in the program: All containers delivered within the incorporated area shall be the property of the Miami-Dade County Recycling Program and will be printed with the County's information, not the municipality's. These containers are for the permanent use of the household to which they are delivered for the specific purpose of participation in the curbside recycling program. The containers are intended to remain with each property through the life of any contracts and/or any subsequent extensions. In the event that a unit's residents vacate the property, the containers shall remain at that location for use by

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

the subsequent residents. The Municipality shall not mark or label the containers in any fashion.

Additional or "new" containers shall be placed at newly constructed and occupied Residential Properties added into the program by the County at no cost to the resident or the Municipality.

Lost or stolen containers will be reported to the County and will be replaced by the County within a timeframe consistent with the timeframes provided to residents of the unincorporated area.

In the event that the Municipality withdraws from this Interlocal Agreement prior to the final debt payment for recycling containers, the Municipality will pay the remaining amortized cost of those containers in the Municipality within one year of withdrawal.

Section VIII: Reporting

The County shall send the Municipality correspondence in a manner and on a schedule mutually agreed upon by the Municipality and the County. The Municipality shall also be sent a copy of any Annual Reports required by the contracts.

Staff of the Municipality will also be notified of all, and may attend any, regular meetings held with the Contractor to review performance.

Section IX: Enforcement

The Municipality agrees to take such steps as may reasonably be necessary to protect the County's ownership of all recyclable materials placed at curbside for collection under the terms of the Contracts, including the preparation and submission of an anti-scavenging ordinance for the Municipality. The staff of the Municipality shall propose anti-scavenging laws as agreed upon between the Municipality and the County.

Unless provided otherwise by County ordinance, the Municipality shall be responsible for enforcement of this recycling program in that portion of the service area within its incorporated limits.

Section X: Program Revisions

Minor program adjustments affecting the entire Service Area may be made from time to time as agreed to by the County and the Contractors. Such minor adjustments could include, but would not be limited to, such items as variations in the required preparation of materials by the resident or hours of collection. In the event that such changes will require notice to the residents, the County and the Contractors shall jointly take full responsibility for providing adequate notice to all of the residents.

Any major program changes having a material impact on the financial relationship among the parties or resulting in substantial variation in the amount and type of Recyclables collected shall be subject to review by the Municipality.

Section XI: Liquidated Damages

In the event that the Contractor fails to perform in accord with the Contract, liquidated damages will be imposed by the County as provided for in the Contracts.

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

Section XI: Service Initiation Schedule

Contractor will initiate delivery of containers and pickup of Recyclable Materials to the Municipality within 60 days of execution of this Agreement. Service will commence within two weeks of receipt of each household's receipt of a container.

Section XIII: Other Recycling Program Options

The Municipality and the County may negotiate any other recycling options at a cost and scope agreeable to both parties.

Section XIV: Default/Termination

Failure of the Municipality to make payment to the County in accord with the provisions of Section VI of this Agreement shall constitute default. In the event that such default occurs, the County shall provide written notice to the Municipality concerning the nature of this default. The Municipality shall have thirty (30) days from the date of the notice in which to resolve the default, the County shall have option to terminate this agreement and/or withhold local revenue that the County distributes to the Municipality in an amount sufficient to pay for all recycling services provided to date for which the Municipality has failed to make payment.

Either party may terminate this Agreement without cause by communicating the desire to do so in writing 30 days prior to the termination date.

Section XV: Grant Funds

The Municipality may choose to utilize any grant funding available to pay all or part of the monthly payments due to the County.

Section XVI: Amendment to Agreement

Except as otherwise provided for herein, this Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto. Any oral representations or modifications concerning this Agreement shall be of no force or effect.

Section XVII: Headings

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions herein.

Section XVIII: Approvals

Whenever approval of a Party is required by this Agreement, such approval shall not be unreasonably withheld.

Section XIX: Performance by Parties

Except as otherwise provided in this Agreement, in the event of any dispute arising over the provisions of this Agreement, the parties shall proceed with the timely performance of their obligations during the pendency of any legal or other similar proceedings to resolve such dispute.

Section XX: Rights of Others

Nothing in the Agreement express or implied is intended to confer upon any person other than the parties hereto any rights or remedies under or by reason of this Agreement.

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

Section XXI: Counterparts

This Agreement may be executed in one or more counterpart(s), each of which shall be deemed an original.

Section XXII: Waiver

There shall be no waiver of any right related to this Agreement unless in writing signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time, or of any other right under this Agreement.

Section XXIII: Time is of Essence

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be kept and performed pursuant of this Agreement.

Section XXIV: Representations of the County

The County represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of County Commissioners as the governing body of the County, and
- (2) it has the required power and authority to perform this Agreement.

Section XXV: Representations of the Municipality

The Municipality represents that

- (1) this Agreement has been duly authorized, executed and delivered by the Board of Commissioners as the governing body of the Municipality, and
- (2) it has the required power and authority to perform this Agreement.

Section XXVI: Approvals and Notices

Notices and approvals required or contemplated by this Agreement shall be written and personally served or mailed, registered or certified United States mail, with return receipt requested, addressed to the parties as follows:

To the County:
Miami-Dade County Department of Solid Waste Management
2525 NW 62nd Street, Suite 5100
Miami, Florida 33147
Attn: Department Director
305-514-6628

To the Municipality:
Town of Surfside
9293 Harding Ave
Surfside, Florida 33154
Attn.: Town Manager
305-861-4863

Section XXVII: Term

The initial term of this Agreement shall begin on the date of execution of this Agreement and end within 30 days of either party requesting termination. Upon any and all renewal(s) of the

**INTERLOCAL AGREEMENT FOR
INCLUSION IN THE MIAMI-DADE COUNTY
CURBSIDE RECYCLING PROGRAM**

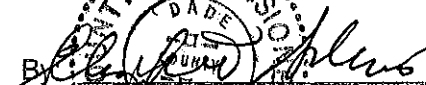
Contracts in accordance with Article 1 thereof, this Agreement shall automatically be extended without separate written amendment for the term(s) of any and all such renewal period(s).

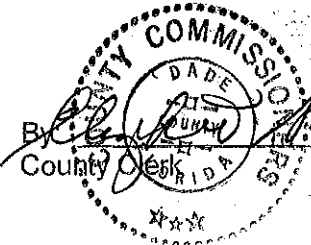
IN WITNESS WHEREOF, Miami-Dade County, Florida, has caused this Agreement to be executed in its name by the County Manager or this designee, attested by the Clerk of the Board of County Commissioners and has caused the seal of the Board of County Commissioners to be hereto attached; and the Municipality Town of Surfside, Florida has caused this Agreement to be executed in its name by the Municipal Mayor or designee, attested by the Clerk of the Municipal Council and has caused the seal of the Council to be hereto attached, all on the day and year first written above.


MIAMI-DADE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

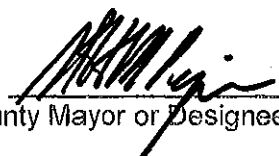
Attest: Miami-Dade County:

Attest: Town of Surfside (municipality)

By: 
County Clerk




By: 
Municipal Clerk

By: 
County Mayor or Designee

By: 
Municipal Mayor or Designee, TOWN MGR.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

By: 
Page 204

10



Solid Waste Management
Dr. Martin Luther King, Jr. Office Plaza
2525 NW 62nd Street • Suite 5100
Miami, Florida 33147
T 305-514-6666

Carlos Alvarez, Mayor

miamidade.gov

December 12, 2008

Mr. Gary Word
Town Manager
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Dear Mr. Word:

Please accept this letter of understanding to augment our Interlocal Agreement regarding the residential Curbside Recycling Program.

The County shall indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County.

The City shall indemnify and hold harmless the County to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the City.

We look forward to working with you on this program. Should you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Rose", written over a white background.

Christopher Rose
Deputy Director

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE EXPENDITURE FROM THE 2016-2017 FISCAL YEAR BUDGET IN THE TOTAL AMOUNT OF \$16,041.60; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 10, 2009, the Town entered into an interlocal agreement with Miami-Dade County (the “Agreement”) for bi-weekly residential curbside recycling utilizing 95 gallon containers; and

WHEREAS, the Agreement allowed either party to terminate the Agreement, without cause upon providing 30 days’ notice prior to the termination date; and

WHEREAS, the Agreement required that if the Town withdrew from the agreement prior to the final debt payment for the recycling containers, the Town was required to pay the remaining amortized cost of the containers; and

WHEREAS, on June 9, 2015 the Town Commission approved the termination of the Agreement; and

WHEREAS, the final buy out cost of the collection containers was omitted from the termination process and a final payment of \$16,041.60 is due to complete the purchase of the 95 gallon recycling containers; and

WHEREAS, the necessary funds are available in the 2016-2017 budget for Solid Waste Account No. 403-4000-534-4911; and

WHEREAS, it is in the best interest of the Town to authorize final payment for the curbside recycling containers consistent with the original terms of the Agreement, in the amount of \$16,041.60.

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 and Authorization. The Town Commission hereby authorizes the expenditure of funds from the fiscal year 2016-2017 in the total amount of \$16,041.60 from the Solid Waste Account No. 403-4000-534-4911.

Section 3. Implementation. The Town Manager is hereby authorized to take any and all action necessary to implement this Resolution.

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

PASSED AND ADOPTED this 12th day of September, 2017.

Motion by _____,

Second by _____.

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	_____
Commissioner Michael Karukin	_____
Commissioner Tina Paul	_____
Vice Mayor Barry Cohen	_____
Mayor Daniel Dietch	_____

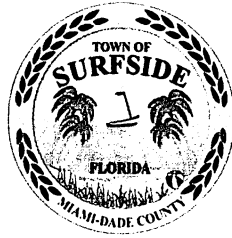
Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, MMC, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

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



Town of Surfside Commission Communication

Agenda Item # 5F

Agenda Date: September 12, 2017

Subject: Request to Release Covenant Restricting Property Use for 200 96th Street (the "Property")

Background: In 1970 development was proposed on the property located at 9600 Collins Avenue in Bal Harbour (the current location of SunTrust Bank) (the "Bank Parcel"). Based on the Town of Surfside's concerns that the proposed development was not fully addressing parking on-site and would therefore negatively impact the Town of Surfside, the then owner, Community National Bank & Trust Company agreed to utilize the property located at 200 96th Street in the Town as additional off-street parking for its customers. Accordingly, the Town adopted Ordinance No. 797 (Exhibit 1) which permitted the use of the Property as an off-street parking lot solely for the use of the customers of the Bank Parcel subject to a number of conditions. Community National Bank & Trust then executed a covenant running with the land which memorialized all the conditions of Ordinance and limited the use of the Property to parking for the customers of the Bank Parcel.

On August 16, 2017 the Town the current owner of the Bank Parcel, requested release of the covenant on the Property. The Request is attached as Attachment A to the Resolution. Included with the Request is the Covenant and a Parking Utilization Study performed by Traf Tech Engineering, Inc. dated September 29, 2016.

Analysis: SunTrust has requested the release of the Covenant based on changing conditions, where banking transactions are no longer conducted on-site to the extent they were at the time of the original development. As banking methods have evolved, the use of the Property for parking as declined. The proffered Parking Utilization study indicates the on-site parking for the Bank Parcel is now more than adequate to address actual usage and the Property is no longer serving any off-street parking needs for the Bank Parcel.

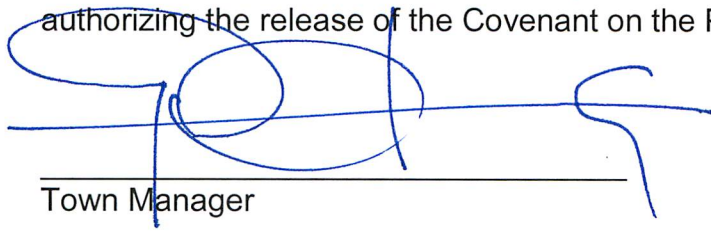
In addition, the use of the Property as a parking lot is not permitted by the Town Code and elimination of the parking lot would be more consistent with the Town's planning interests.

Pursuant to the requirements of the Covenant and this resolution, SunTrust will be required to remove the parking improvements and to sod and maintain the site consistent with the Town Code. Future development will be required to meet the Town Code.

Budget Impact: N/A.

Staff Impact: None.

Recommendation: The Town Manager recommends the attached Resolution be approved authorizing the release of the Covenant on the Property.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

Town Manager

ORDINANCE NO. 247

AN ORDINANCE TO GRANT TO COMMUNITY NATIONAL BANK & TRUST COMPANY SPECIAL EXCEPTIONS FROM THE PROVISIONS OF CHAPTER 18 OF THE CODE OF THE TOWN OF SURFSIDE, TO PERMIT CONDITIONAL USE OF REAL PROPERTY DESCRIBED HEREIN FOR OFF-STREET PARKING; AND PRESCRIBING PENALTIES FOR VIOLATION OF THE PROVISIONS HEREOF.

THE COUNCIL OF THE TOWN OF SURFSIDE HEREBY ORDAINS:

Section 1. That special exceptions, under the authority of Sec. 18-40 of the Code of the Town of Surfside, be and the same hereby are granted to COMMUNITY NATIONAL BANK & TRUST COMPANY, of Bal Harbour, Florida, insofar as the following described real property is concerned, to-wit:

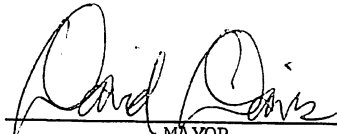
Lot 12, Block 3, ALTOS DEL MAR NO. 6,
to permit the use of said lot as an off-street parking facility by said national banking institution subject to the following requirements and restrictions, to-wit:

That said real property:

- a. Will not be used for any purpose other than off-street parking by patrons of the applicant.
- b. Will not be leased or subleased for off-street parking or other use by any hotel, business, individual or entity other than Community National Bank.
- c. Will not be the subject matter of an application for any liberalizing of the zoning classification presently applicable to said lot.
- d. Will be designed and used for off-street parking in such a manner as not to create a hazardous, dangerous or congested condition on Collins Avenue, Harding Avenue or 96th Street; and, to accomplish this result, will employ necessary traffic control devices and personnel as may be necessary to effectuate this covenant.

- e. Will not be used for off-street parking until a plot plan of the subject property has been submitted and approved by the Town, and thereafter implemented, with paving, louvered walls, plantings, screenings and other functional and aesthetic improvements designed to prevent the proposed use from becoming an eyesore, a nuisance to neighboring properties or a blighting or depreciating of abutting and adjacent properties in the Town of Surfside.
- f. Will not be sold or otherwise disposed of without first having removed all improvements made thereon to permit its use for off-street parking.
- g. Delivery to the Town of a restrictive covenant in recordable form and running with the title to the subject lot and agreeing to carry out in good faith each of the covenants herein cited Section 2. That any person, persons, firm or corporation violating any of the provisions of this ordinance shall, upon conviction thereof, be punished by a fine not to exceed \$1,000.00 or by imprisonment not to exceed ninety days, or by both such fine and imprisonment in the discretion of the Municipal Judge. Each day that a violation is permitted to exist shall constitute a separate offense.

PASSED and ADOPTED this 13 day of JANUARY, 19 70



 MAYOR

ATTEST:



 Town Clerk

1st Reading 11/169

2nd Reading 1/13/70

Adopted 1/13/70



 Town Attorney

ORDINANCE NO. 747

RESOLUTION NO. 17 - _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RELEASE OF A COVENANT BURDENING 200 96TH STREET; VERIFYING THE PROPERTY STATUS SUBSEQUENT TO RELEASE OF THE COVENANT; PROVIDING FOR RESTORATION OF THE PROPERTY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, SunTrust Bank is the owner of the property located at 200 96th Street, (the “Property”) in the Town of Surfside (the “Town”) and has requested release of a Covenant on the Property which limited the use of the Property to off-street parking (the “Request”) (See Attachment A); and

WHEREAS, in 1970, a new development was proposed at 9600 Collins Avenue in Bal Harbour (the “Bank Parcel”); and

WHEREAS, on January 13, 1970, the Town adopted Ordinance No. 747 authorizing use of the Property for off-street parking for use of the customers of the Bank Parcel subject to certain conditions to make certain the Bank Parcel was developed and operated in a way which would ensure the provision of sufficient parking and minimize impacts on the Town; and

WHEREAS, in compliance with Ordinance No. 747, Community National Bank & Trust Company, the then-owners of both the Bank Parcel (now occupied by SunTrust Bank) and the Property, entered into a covenant for the benefit of the Town limiting the use of the Property to off-street parking solely for the use of the customers of the Bank Parcel (the “Covenant”) (See Exhibit A to the Request); and

WHEREAS, SunTrust Bank, has requested the release of the Covenant based on changing customs and operations over time and a Parking Utilization Study performed by Traf Tech Engineering, Inc., dated September 29, 2016 (See Exhibit “B” to the Request); and

WHEREAS, the Town Commission has reviewed the Request and submitted study and desires to release the Covenant, making the Property available for redevelopment; and

WHEREAS, the Town Commission finds the release of the Covenant to be in the best interest of the Town.

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

Section 1. Recitals. The above-stated recitals are hereby adopted and confirmed.

Section 2. Approval of Release. The Covenant recorded March 28, 1970 Official Record Book 6803 Page 830 of Miami-Dade County is hereby released as provided herein.

Section 3. Verification of Property Status. Consistent with the prior terms of the Covenant, the acknowledgment of the Property owner in the Request, and the zoning of the Property, the Property may not be utilized for surface parking and is not, in any way, entitled to use or grandfathered status, for off-street parking.

Section 4. Property restoration. Consistent with paragraph g. of the Covenant, the Owner shall remove all improvements on the Property provided to allow the off-street parking (paving, drainage, etc), and shall further, sod and maintain the lot consistent with Town standards.

Section 5. Implementation. The Town Manager and/or designee are hereby authorized to take any and all action necessary to implement this Resolution.

Section 6. Effective Date. This Resolution shall be effective immediately from adoption hereof.

PASSED AND ADOPTED this 12th day of September, 2017.

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:**

Weiss Serota Helfman Cole and Bierman, P.A.
Town Attorney



BERCOW RADELL FERNANDEZ & LARKIN

ZONING, LAND USE AND ENVIRONMENTAL LAW

DIRECT LINE: 305-377-6223
E-MAIL: CKoshal@brzoninglaw.com

VIA HAND DELIVERY

August 16, 2017

Mr. Guillermo Olmedillo
Town Manager
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

Re: Release of Covenant related to 200 96 Street, Surfside, Florida

Dear Mr. Olmedillo:

This law firm represents SunTrust Bank (the "Property Owner"), with regard to release of a Covenant which burdens the property located at 200 96 Street (the "Property") in the Town of Surfside (the "Town").

Property. The Property is located at on the southwest side of the intersection between 96 Street and Collins Avenue. See Figure 1. Property Aerial, below. Miami-Dade County's Office of the Property Appraiser identifies the Property by Folio Number 14-2235-007-0270. The Property is approximately 7,425 square feet in size and contains a surface parking lot.



Figure 1. Property Aerial

Guillermo Olmedillo, Town Manager

August 16, 2017

Page 2


Covenant History. In 1970 the then-owners of the Property entered into a Covenant with the Town to limit the use of the Property to off-street parking. See Exhibit A, Covenant. At that time, the parcel to the north of the Property, 9600 Collins Avenue, in Bal Harbour was being redeveloped as a bank ("Bank Parcel"). The Town was concerned with traffic and the possibility of a parking deficiency associated with the Bank Parcel. Community National Bank & Trust Company, the then-owners of both the Bank Parcel and the Property, drafted the Covenant in an effort to ensure the Town that the Bank Parcel would operate responsibly and with sufficient parking.

Conditions have changed considerably since the 1970s. People's banking habits have changed over time, especially with the advent of online banking. In general, bank facilities no longer receive the number of patrons they once did. Specifically, the Property has not been used or needed for overflow parking for the Bank Parcel for numerous years. The bank facility on the Bank Parcel is not and has not been fully occupied for a number of years. A Parking Utilization Study for the Bank Parcel by TrafTech Engineering, Inc., dated September 29, 2016, concludes that the maximum number of parking spaces required to adequately serve the building's peak parking demand is thirty-seven (37) spaces. See Exhibit B, Parking Utilization Study. The Bank Parcel contains forty-one (41) parking spaces.

Additionally, it's important to note that the Town's current H40 zoning district does not legally permit surface parking uses on the Property. In other words, the Town has determined that surface parking is currently an undesirable and incompatible use in this part of the Town. Accordingly, the owner would like to release the Covenant as it no longer serves its originally intended purposes.

We look forward to your favorable review and comments relative to the requested release of the Covenant. Should you have any questions, comments, or require additional information, please do not hesitate to phone my direct line at (305) 377-6223.

Sincerely,



Carli Koshal

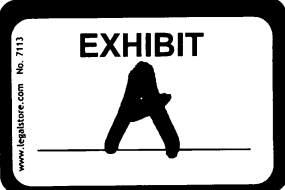
Enclosures

cc: Sarah Sinatra Gould, AICP
Lillian Arango, Esq.
Michael Marrero, Esq.

70R 6803

'70 MAR 26 PM 12:11

6803 REC 830



COVENANT

THE COMMUNITY NATIONAL BANK & TRUST COMPANY, a national banking corporation, existing under the laws of the United States, hereinafter referred to as OWNER, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, together with the benefits to be derived from the off-street parking, paid by the CITY OF SURFSIDE, does hereby execute this Covenant:

TO THE PUBLIC:

Declaration of Restrictions on Lot 12 in Block 3, of ALTOS DEL MAR No. 6, according to the Plat thereof, recorded in Plat Book 8 at Page 106 of the Public Records of Dade County, Florida, said realty lying and being in the Town of Surfside, Florida.

The Restrictions and Covenants hereinafter set out are to run with the land, and shall be binding upon OWNER, a national banking corporation, existing under the laws of the United States, its successors and assigns, and upon all parties or persons hereafter owning said realty or claiming under them.

It is hereby agreed that said lot will be used and utilized exclusively as an off-street parking facility for customers of the Bank, subject to the following restrictions and conditions, to wit:

- a. It will not be used for any purpose other than off-street parking by patrons of the OWNER.
- b. It will not be leased or subleased for off-street parking or other use by any hotel, business, individual or entity other than OWNER.
- c. It will not be the subject matter of an application for any liberalizing of the zoning classification presently applicable to said lot.

COPELAND THERREL, SAIDEN & PETERSON, MIAMI BEACH, FLORIDA

5.00

- d. It will be designed and used for off-street parking in such a manner as not to create a hazardous, dangerous or congested condition on Collins Avenue, Harding Avenue or 96th Street; and, to accomplish this result, will employ necessary traffic control devices and personnel as may be necessary to effectuate this covenant.
- e. It will not be used for off-street parking until a plot plan of the subject property has been submitted and approved by the Town, and thereafter implemented, with paving, louvered walls, plantings, screenings and other functional and aesthetic improvements designed to prevent the proposed use from becoming an eyesore, a nuisance to neighboring properties or a blighting or depreciating of abutting and adjacent properties in the Town of Surfside.
- f. Delivery by the OWNER to the Town of a restrictive covenant in recordable form and running with the title to the subject lot and agreeing to carry out in good faith each of the covenants herein cited.
- g. It will not be sold or otherwise disposed of without first having removed all improvements thereon to permit its use for off-street parking. However, this paragraph shall not be construed to limit or otherwise restrict in any other respect the right of the OWNER, its successors or assigns, to sell or otherwise dispose of said property.

That this Covenant running with the land is in compliance with and acceptance of the requirements of Ordinance No. 747 of the Council of the Town of Surfside, Florida, which likewise prescribes penalties for violation of the provisions hereof, which Ordinance was duly adopted on the 13th day of January, 1970.

The OWNER, a national banking corporation, existing under the laws of the United States, by and through its undersigned authorized officers, expressly warrants that it holds title to the above described property in fee simple encumbered by these covenants, but free and clear of all other encumbrances, liens or mortgages.

IN WITNESS WHEREOF, the COMMUNITY NATIONAL BANK & TRUST COMPANY, a national banking corporation, existing under the laws of the United States, has caused these presents to be signed in its name by its President and its corporate seal to be affixed, attested by its Secretary, on this, the 19th day of March, 1970.

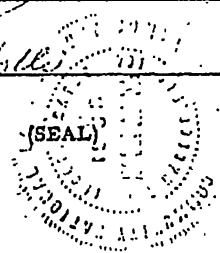
In the presence of:

Robert Post
Maguire W. Wallace

COMMUNITY NATIONAL BANK & TRUST COMPANY, a national banking corporation, existing under the laws of the United States

By [Signature]
President

Attest: Rita T. Walls
~~SECRETARY~~
Cashier



STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, that on this 19th day of March, A. D. 1970, before me personally appeared Harold F. Perry and Rita T. Walls, respectively President and Cashier of COMMUNITY NATIONAL BANK & TRUST COMPANY, a national banking corporation, existing under the laws of the United States, to me known to be the persons described in and who executed the foregoing Covenant and severally acknowledged the execution thereof to be their free act and deed as such

6803 833

officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at *Bac Harbour*
in the County of Dade and State of Florida, the day and year last aforesaid,

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MAY 26, 1972

8972-310 IN OFFICIAL RECEIPT BOOK
BY E. B. LEATHERMAN
CLERK OF DISTRICT COURT
BY *[Signature]* D.C.

COPELAND, TERPIL, SANDEN & PETERSON, MIAMI BEACH, FLORIDA

September 29, 2016

9600 Collins Avenue
c/o Carli Koshal, Esq.
Bercow Radell & Fernandez
200 South Biscayne Boulevard
Miami, Florida 33131

Re: 9600 Collins Avenue –Parking Reduction Study

Dear Carli:

Traf Tech Engineering, Inc. conducted a parking utilization study at the existing SunTrust Bank building located at 9600 Collins Avenue in the Village of Bal Harbour, Florida. The parking utilization study was conducted in order to determine the actual parking usage of the subject bank building. This study documents if there is an existing parking surplus or a parking deficit at the subject financial institution.

Project Site

The subject site consists of a 2-story building with surface parking spaces located on the east and west sides of the building. A total of 41 parking spaces (38 regular parking stalls and three handicap parking spaces) are provided at the site. Based on information provided by the bank representatives, the existing building is 67.5% occupied (32.5% of the building is vacant).

Comprehensive Parking Demand Study

Parking occupancy counts (number of vehicles parked at the site) were conducted on Wednesday, September 7, Thursday, September 8 and Friday, September 9, 2016. The parking counts were recorded in one-half hour increments between the hours of 9:00 AM and 6:00 PM.

Tables 1, 2, and 3 present the results of the parking occupancy counts recorded during the 3-day study period. The results of the parking counts indicate that:

- o The maximum number of parking spaces occupied on Wednesday, September 7, 2016 was 19 out of 41 available parking spaces, for a parking surplus of approximately 22 parking stalls (approximately 46%). The peak parking period occurred at 1:30 PM.

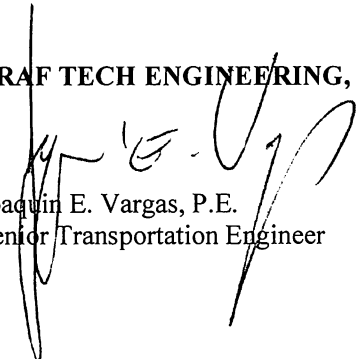
8400 North University Drive, Suite 309, Tamarac, Florida 33321
Tel: (954) 582-0988 Fax: (954) 582-0989

- The maximum number of parking spaces occupied on Thursday, September 8, 2016 was 11 out of 41 available parking spaces, for a parking surplus of approximately 130 parking stalls (approximately 27%). The peak parking period occurred at 11:30 AM.
- The maximum number of parking spaces occupied on Friday, September 9, 2016 was 25 out of 41 available parking spaces, for a parking surplus of approximately 16 parking stalls (approximately 61%). The peak parking period occurred at 9:00 AM. It is important to note that the high number of parked vehicles at an early time (9:00 AM) tends to indicate that some of these vehicles may have parked illegally from nearby land uses since the bank does not open for business until 9:00 AM. However, in order to assess parking needs with a conservative approach, the highest recorded number of vehicles was used for purposes of this study, as described below.

Since the existing SunTrust Bank building is 67.5% occupied, at full occupancy the maximum number of parked cars is projected at 37 parking spaces (25 times 1.48). That is, at full occupancy the maximum number of parking spaces required to adequately serve the peak parking demand is 37. Since 41 parking spaces are provided on site, parking is not anticipated to be a problem at this facility.

Please call me if you have any questions.

TRAF TECH ENGINEERING, INC.



Joaquin E. Vargas, P.E.
Senior Transportation Engineer

Time Period	Area A		Area B		Area C		Area D		Area E		Area F		Drive-Through Lanes		ALL ZONES	
	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied
	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces
9:00 AM	2	50.0%	0	0.0%	3	23.1%	3	42.9%	0	0.0%	2	66.7%	1	0	11	26.8%
9:30 AM	3	75.0%	2	22.2%	4	30.8%	3	42.9%	4	80.0%	2	66.7%	1	0	12	29.3%
10:00 AM	3	75.0%	1	11.1%	4	30.8%	3	42.9%	3	60.0%	2	66.7%	0	0	11	26.8%
10:30 AM	2	50.0%	0	0.0%	4	30.8%	4	42.9%	4	80.0%	1	33.3%	1	0	9	22.0%
11:00 AM	3	75.0%	2	22.2%	9	69.2%	3	42.9%	5	100.0%	2	66.7%	1	0	17	41.5%
11:30 AM	4	100.0%	1	11.1%	8	61.5%	7	42.9%	5	100.0%	3	100.0%	0	0	16	39.0%
12:00 PM	3	75.0%	3	33.3%	7	53.8%	3	42.9%	5	100.0%	3	100.0%	1	0	16	39.0%
12:30 PM	3	75.0%	1	11.1%	9	69.2%	4	57.1%	5	100.0%	2	66.7%	1	0	17	41.5%
1:00 PM	3	75.0%	2	22.2%	7	53.8%	3	42.9%	5	100.0%	1	33.3%	1	0	15	36.6%
1:30 PM	4	100.0%	4	44.4%	8	61.5%	3	42.9%	4	80.0%	1	33.3%	1	0	19	46.3%
2:00 PM	3	75.0%	2	22.2%	5	38.5%	2	28.6%	4	80.0%	2	66.7%	0	0	12	29.3%
2:30 PM	2	50.0%	2	22.2%	6	46.2%	4	57.1%	4	80.0%	2	66.7%	1	0	14	34.1%
3:00 PM	2	50.0%	2	22.2%	5	38.5%	4	57.1%	5	100.0%	1	33.3%	1	0	13	31.7%
3:30 PM	3	75.0%	4	44.4%	7	53.8%	3	42.9%	5	60.0%	2	66.7%	0	0	17	41.5%
4:00 PM	2	50.0%	2	22.2%	6	46.2%	3	42.9%	4	80.0%	3	100.0%	3	0	13	31.7%
4:30 PM	1	25.0%	0	0.0%	5	38.5%	5	71.4%	3	60.0%	1	33.3%	1	0	11	26.8%
5:00 PM	1	25.0%	0	0.0%	3	23.1%	1	14.3%	5	60.0%	1	33.3%	1	0	5	12.2%
5:30 PM	1	25.0%	0	0.0%	2	15.4%	1	14.3%	2	40.0%	0	0.0%	0	0	4	9.8%
6:00 PM	0	0.0%	0	0.0%	1	7.7%	1	14.3%	0	0.0%	0	0.0%	0	0	2	4.9%

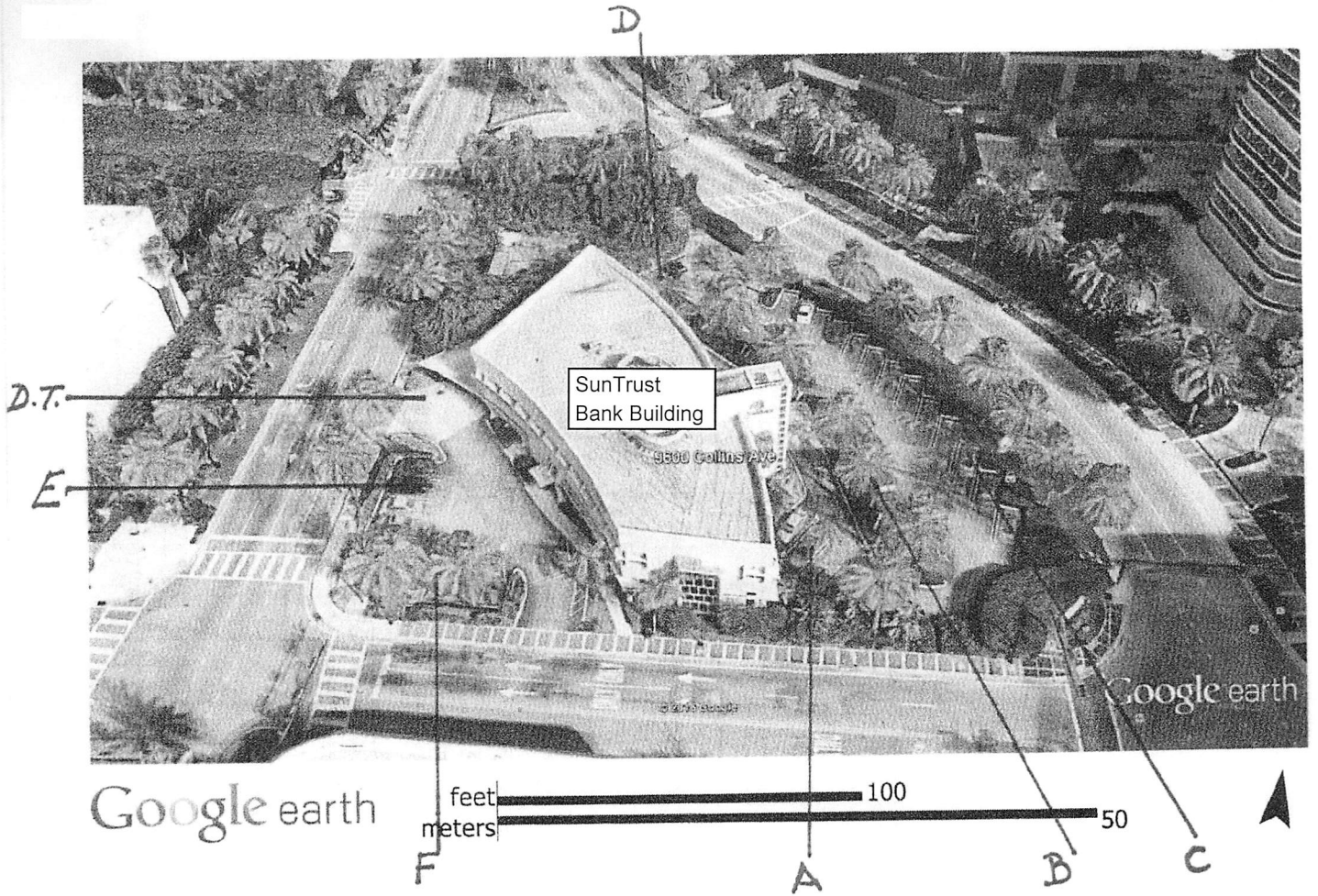
SOURCE: Traf Tech Engineering, Inc.

Time Period	Area A		Area B		Area C		Area D		Area E		Area F		Drive-Through Lanes		ALL ZONES	
	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied
	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces
9:00 AM	1	25.0%	1	11.1%	2	15.4%	1	14.3%	2	40.0%	1	33.3%	1	0	9	22.0%
9:30 AM	1	25.0%	1	11.1%	1	7.7%	1	14.3%	2	40.0%	1	33.3%	0	0	4	9.8%
10:00 AM	2	50.0%	0	0.0%	1	7.7%	1	14.3%	2	40.0%	2	66.7%	0	0	4	9.8%
10:30 AM	2	50.0%	0	0.0%	3	23.1%	2	28.6%	2	40.0%	2	66.7%	1	0	7	17.1%
11:00 AM	2	50.0%	1	11.1%	4	30.8%	2	28.6%	2	40.0%	2	66.7%	0	0	9	22.0%
11:30 AM	2	50.0%	2	22.2%	6	46.2%	1	14.3%	2	40.0%	1	33.3%	0	0	11	26.8%
12:00 PM	2	50.0%	2	22.2%	5	38.5%	1	14.3%	2	40.0%	2	66.7%	2	0	10	24.4%
12:30 PM	2	50.0%	3	33.3%	4	30.8%	1	14.3%	1	20.0%	2	66.7%	1	0	10	24.4%
1:00 PM	2	50.0%	2	22.2%	4	30.8%	1	14.3%	2	40.0%	2	66.7%	0	0	9	22.0%
1:30 PM	2	50.0%	1	11.1%	3	23.1%	3	42.9%	4	80.0%	1	33.3%	0	0	9	22.0%
2:00 PM	2	50.0%	2	22.2%	3	23.1%	3	42.9%	3	60.0%	2	66.7%	0	0	10	24.4%
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3:30 PM	2	50.0%	3	33.3%	3	23.1%	2	28.6%	3	60.0%	2	66.7%	0	0	10	24.4%
4:00 PM	1	25.0%	2	22.2%	3	23.1%	2	28.6%	1	20.0%	2	66.7%	0	0	8	19.5%
4:30 PM	0	0.0%	1	11.1%	3	23.1%	2	28.6%	1	20.0%	2	66.7%	1	0	6	14.6%
5:00 PM	0	0.0%	0	0.0%	2	15.4%	2	28.6%	1	20.0%	2	66.7%	1	0	4	9.8%
5:30 PM	0	0.0%	0	0.0%	1	7.7%	0	0.0%	1	20.0%	1	33.3%	0	0	1	2.4%
6:00 PM	0	0.0%	0	0.0%	0	0.0%	0	0.0%	1	20.0%	0	0.0%	0	0	0	0.0%

SOURCE: Traf Tech Engineering, Inc.

Time Period	Area A		Area B		Area C		Area D		Area E		Area F		Drive-Through Lanes		ALL ZONES	
	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied	Cars Parked	% Occupied
	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces	Available Spaces
9:00 AM	3	75.0%	1	11.1%	8	61.5%	5	71.4%	4	80.0%	2	66.7%	2	0	25	61.0%
9:30 AM	2	50.0%	2	22.2%	8	61.5%	2	28.6%	4	80.0%	3	100.0%	3	0	14	34.1%
10:00 AM	2	50.0%	0	0.0%	8	61.5%	4	57.1%	5	100.0%	2	66.7%	2	0	14	34.1%
10:30 AM	4	100.0%	0	0.0%	8	61.5%	3	42.9%	3	60.0%	2	66.7%	2	0	15	36.6%
11:00 AM	4	100.0%	2	22.2%	8	61.5%	7	87.5%	5	100.0%	3	100.0%	3	0	17	41.5%
11:30 AM	2	50.0%	1	11.1%	9	69.2%	2	22.2%	4	80.0%	2	66.7%	2	0	14	34.1%
12:00 PM	3	75.0%	1	11.1%	9	69.2%	2	22.2%	4	80.0%	2	66.7%	2	0	15	36.6%
12:30 PM	2	50.0%	2	22.2%	8	61.5%	7	87.5%	5	100.0%	3	100.0%	3	0	14	34.1%
1:00 PM	4	100.0%	5	55.6%	7	53.8%	3	42.9%	5	100.0%	2	66.7%	2	0	18	43.9%
1:30 PM	4	100.0%	3	33.3%	9	69.2%	2	22.2%	3	60.0%	3	100.0%	3	0	15	36.6%
2:00 PM	1	25.0%	2	22.2%	4	30.8%	2	28.6%	4	80.0%	0	0.0%	0	0	9	22.0%
2:30 PM	1	25.0%	3	33.3%	4	30.8%	2	28.6%	2	40.0%	0	0.0%	0	0	10	24.4%
3:00 PM	1	25.0%	3	33.3%	4	30.8%	0	0.0%	2	40.0%	0	0.0%	0	0	8	19.5%
3:30 PM	0	0.0%	3	33.3%	3	23.1%	0	0.0%	3	60.0%	1	33.3%	1	0	6	14.6%
4:00 PM	0	0.0%	2	22.2%	3	23.1%	0	0.0%	4	80.0%	0	0.0%	0	0	5	12.2%
4:30 PM	0	0.0%	1	11.1%	2	15.4%	0	0.0%	2	40.0%	0	0.0%	0	0	3	7.3%
5:00 PM	0	0.0%	1	11.1%	2	15.4%	0	0.0%	3	60.0%	1	33.3%	1	0	3	7.3%
5:30 PM	1	25.0%	1	11.1%	1	7.7%	1	14.3%	4	80.0%	1	33.3%	1	0	4	9.8%
6:00 PM	0	0.0%	1	11.1%	1	7.7%	0	0.0%	2	40.0%	0	0.0%	0	0	2	4.9%

SOURCE: Traf Tech Engineering, Inc.



Parking Areas A through F and the Drive-Through Lanes (DT)



Town of Surfside Commission Communication

Agenda Item # 9A

Agenda Date: September 12, 2017.

Subject: Walkability and Pedestrian Improvements Trial Update.

Background: At the June 13, 2017 Town Commission meeting, the Administration was directed to hold a community outreach meeting on the initiative. This meeting was conducted on July 18, 2017.

In addition to publicizing the meeting through the Town's communication channels (the Gazette, website, website eblasts, Channel 93 and bulletin boards at Town Hall, the Community Center, Publix and Starbucks), notices were mailed to every residence abutting the 89th and 90th Streets trial area. Door notifications were also delivered to these residences prior to the meeting.

Analysis: Approximately forty (40) people attended the July 18, 2017 Community meeting including some members of the Planning & Zoning Board and Town Commission. As attendees spoke it was not clear whether or not the initiative was supported. Many were concerned about the issues at the intersections of Harding Avenue and these streets. All concerns were either addressed or taken into consideration as part of this project's on-going process.

At the end of the meeting there was clear consensus that something needed to be done to address the traffic intrusion, lack of walkability and speed of vehicles through the residential neighborhood. Most attendees were willing to give this project a chance to address those issues. The result of a show of hands was twenty (20) attendees in support and three (3) against the initiative.

A further analysis by staff has resulted in a reduced cost of implementation within the trial area. The addition of a machine counter that measures volume and speed for one (1) week prior to installation and for two (2) random weeks during the trial is included below.

- 1) Estimated implementation time: two (2) weeks.
- 2) Total cost of the implementation and deconstruction of the trial, inclusive of materials and labor, is \$30,000. The use of reflective barrel drums, where the trees would have been placed, and no longer needing a watering truck with subsequent manpower requirements, has facilitated the \$28,745 savings from the original projected cost.
- 3) Recommended time to leave the trial in place: two (2) months.
- 3) Estimated deconstruction time: two (2) weeks.

If the Town Commission approves implementing the permanent features throughout the residential neighborhood, the estimated cost for the entire project is \$235,000. Funding sources would be identified at the time of providing a final project scope. It is estimated that the implementation would take three (3) months barring any unforeseen interruptions.

A decision on a permanent installation would be requested pending the review by the Town Commission of a report on the trial project. This report is planned for a meeting following the end of the trial period,

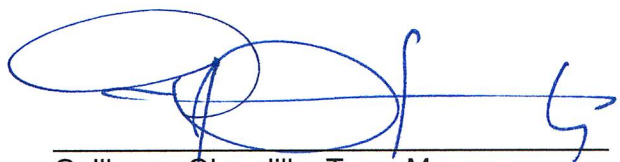
Budget Impact: \$30,000 for the trial period to be funded from the Citizens' Independent Transportation Trust.

Staff Impact: Labor expense and time spent on this project are outlined in the above costs

Recommendation: The Administration recommends proceeding with the trial project as identified. If approved, implementation will begin at the end of hurricane season. Updates will be provided to the Town Commission on a regular basis with a report provided at a meeting following the end of the trial period.


Randy Stokes, Public Works Director


Don Nelson, Finance Director


Guillermo Olmedillo, Town Manager



Town of Surfside Commission Communication

Agenda Item # 9B

Agenda Date: September 12, 2017

Subject: Discussion Regarding Regulation of Medical Marijuana Dispensaries.

Background: In 2014, the Florida Legislature approved Senate Bill 1030 providing for the growing, processing, and distributing of non-euphoric, low-THC marijuana to qualified patients and their caregivers for the treatment of certain medical conditions. That law was effective on June 16, 2014 and codified at Section 381.986, Florida Statutes and later slightly amended. In November 2016 the Florida voters approved a ballot initiative amending the Florida Constitution to allow for broader sale and use of marijuana for medical purposes within the state. On June 23, 2017, Governor Scott signed Senate Bill 8A ("SB 8A") aimed at implementing the approved Constitutional amendment to legalize medical marijuana in the state. SB 8A significantly changes the regulatory framework that was enacted in 2014.

Analysis: SB 8A significantly changes the state regulation of medical marijuana as well as the way local governments may regulate medical marijuana uses. In addition to recognizing the seven (7) currently state licensed Medical Marijuana Treatment Centers ("MMTCs"), SB 8A requires the Florida Department of Health to license ten (10) new MMTCs by October 3, 2017, and requires the Department of Health to issue four (4) new MMTCs each time the Medical Marijuana Use Registry increases by 100,000 registered patients. The bill permits each MMTC to operate twenty-five (25) dispensing organizations statewide, but again, the number of dispensing organizations an MMTC may operate will increase by five (5), each time 100,000 patients are added to the Medical Marijuana Use Registry. The cap on the number of dispensing organizations statewide is removed after April 1, 2020. If all 17 MMTC licenses are issued, this creates an initial pool of up to 425 dispensary facilities looking for land. Under SB 8A, the dispensaries are dispersed across the state based on population. The 5-county Southeast Region includes approximately 30 percent of the State's population, which could permit an estimated potential of up to 130 dispensing facilities in the Southeast Region (Martin, Palm Beach, Broward, Miami-Dade and Monroe Counties).

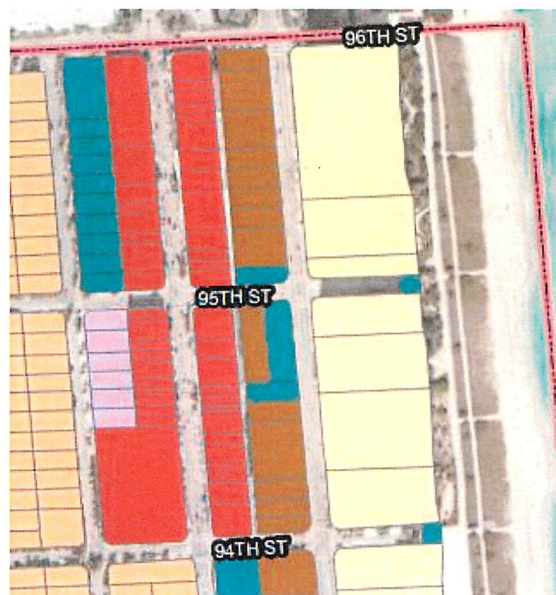
One of the most significant changes in the 2017 legislation is that local governments are now specifically permitted to ban medical marijuana dispensaries by ordinance. However, if a ban is not adopted by a local government, it may not place any restrictions on the number of dispensing facilities allowed, and cannot adopt any regulations for the location of dispensing facilities that are more restrictive than its ordinances regulating pharmacies. Regulation of cultivation, processing, manufacturing and delivery are all preempted to the State.

The statute does not automatically impose the regulatory limitations or requirements; thus a local government must proactively ban dispensaries or alternatively, choose to regulate the location of dispensaries similar to pharmacies. While the bill requires that dispensing facilities be located at least 500 feet from an elementary, middle, or secondary school, no other distance limitations are established.

The bill also regulates MMTC advertisement, placing additional restrictions on signage beyond those regulations imposed by local governments. For instance, the statute sets out limitations on both the location and content of MMTC signage which can be seen by the public from a street, park, or other public place.

Although much of the authority to regulate these facilities still belongs to the State, the Town is still faced with the question of whether or not medical marijuana's presence within their boundaries is beneficial or detrimental and should take proactive measures to adopt a ban or alternatively, to provide for regulation of medical marijuana dispensaries in the same manner as pharmacies (called "Drug Stores" in the Town zoning code) in a manner consistent with the new state law.

The Town's zoning code permits "Drug Stores" throughout the SD-B40 zoning district, as shown in orange in the map below.

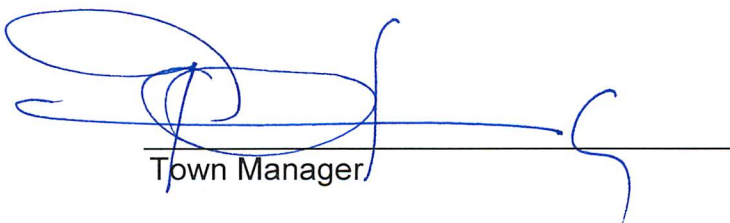


Budget Impact: N/A at this time. There may be additional budgetary impacts for enforcement if the Commission decides to permit medical marijuana dispensaries.

Staff Impact: The Town Attorney will draft an ordinance implementing the directed revisions to the Town's Land Development Regulations.

Recommendation: The Town Attorney recommends Commission discuss the issue and provide guidance on whether to ban medical marijuana dispensaries or to regulate them in the same manner as pharmacies.


Town Attorney's Office


Town Manager



**Town of Surfside
Town Commission Meeting
September 12, 2017
7:00 pm**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9C
Date: September 12, 2017
From: Michael Karukin
Subject: Elimination of the Sustainability Sub Committee and transferring responsibility to Planning and Zoning (P&Z) Board

Objective: Eliminate the sustainability subcommittee and transfer all work to P&Z

Consideration: On June 14th 2016 the Town Commission created the Sustainability Subcommittee of the Planning and Zoning Board (Resolution No. 16-2378). The primary objective was to provide to the Town Planner recommendations for relevant content needed for compliance with Florida Statutes to address sea level rise as a new, required element in the Comprehensive Plan.

The Town Planner advised she has what she needs from the subcommittee to complete work on the Comprehensive Plan. **Therefore, the subcommittee has met its primary objective.**

Considering that our existing P&Z board is already responsible for recommendations relating to all zoning matters and their Chair and other members have repeatedly expressed interest in pursuing “policies and programs that strengthen the resiliency of our community”, it seems that an additional committee to cover the same topic is redundant and inefficient.

Consequently, since we have an existing chartered board that is ready, willing and able to do the work and has the resources and business processes already in place, an additional committee seems unnecessary. Transferring the goals of the sustainability subcommittee to the existing P&Z Board would reduce administrative burden on all of us **without abandoning goals**, avoids redundancy and gains operational efficiency (i.e., less bureaucracy).

Recommendation: Direct the Town Manager to decommission the sustainability subcommittee and transfer all work product to P & Z.



**Town of Surfside
Town Commission Meeting
September 12, 2017
7:00 pm**

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

Agenda #: 9E
Date: September 12, 2017
From: Daniel Dietch, Mayor
Subject: Texting While Driving Urging Resolution

Objective: To seek direction from the Town Commission whether it desires the Town Attorney to prepare an urging resolution to the Florida Legislature supporting Representative Stark's initiative to make texting while driving a primary offense.

Consideration: As noted in the attached letter from Representative Stark, texting while driving is an unsafe practice that contributes to unnecessary vehicular accidents and injuries. Currently, Florida is one of four states that considers texting while driving a secondary offense, meaning that you must be pulled over for a primary offense to also be cited for texting while driving. Thus, the current law is very difficult to enforce and does little to discourage the unsafe activity.

Recommendation: Direct the Town Attorney to prepare an urging resolution to the Florida Legislature supporting Representative Stark's initiative to make texting while driving a primary offense.

attachment



Florida House of Representatives

Representative Richard Stark

District 104

District Office:

1730 Main Street, Suite 202

Weston, FL 33326

(954) 217-0287

(954) 217-1158 (fax)

Tallahassee Office:

405 House Office Building

402 South Monroe Street

Tallahassee, FL 32399

(850) 717-5104

Stark.richard@myfloridahouse.gov

Dear Municipal Leader;

As a state representative, I have been an advocate for safety on our roads since my election in 2012. During my first term, the Florida Legislature passed a law to ban texting while driving. Unfortunately, it was passed only as a secondary offense, meaning that law enforcement cannot cite a driver unless they are violating another law such as speeding or careless driving. Texting while driving in Florida is not considered a moving violation, and only carries a \$30 fine as a traffic infraction.

Currently 46 states have a ban on texting and driving, and Florida is only one of four that considers it a secondary offense. Here are some statistics from the National Safety Council regarding Texting while driving.

- Approximately 10 people are killed every day in the USA from texting drivers
- 1 in 4 car crashes involve texting
- An auto accident is 6 times more likely from texting than from drunk driving
- Crashes involving texting are over 350,000 per year

I am personally asking you to support a bill in the Florida Legislature to change the law and give our police officers the tools to increase road safety by making texting while driving a primary offense, and to join our FL Don't Text and Drive Coalition. A letter in support and/or a resolution by your City, Town, County or Organization is requested to be able to add you to the coalition, as well as your agreement to help lobby our State Legislators and the Governor's office.

Thank you so much for your consideration.

RICHARD STARK

Rep. Richard Stark

HD #104

Committees: