



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA  
September 10, 2020  
7 p.m.**

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

- 1. Opening**
  - A. Call to Order**
  - B. Roll Call of Members**
  - C. Pledge of Allegiance**
  - D. Mayor and Commission Remarks** – Mayor Charles W. Burkett
  - E. Agenda and Order of Business** Additions, deletions and linkages
  - F. Community Notes** – Mayor Charles W. Burkett
  - G. Surfside Higher Education Scholarship** – Mayor Charles W. Burkett
- 2. Quasi-Judicial Hearings**
- 3. Consent Agenda** *(Set for approximately 7:30 p.m.) All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request that an item be removed from the Consent Agenda and discussed separately. If the public wishes to speak on a matter on the consent agenda they must inform the Town Clerk prior to the start of the meeting. They will be recognized to speak prior to the approval of the consent agenda.*
  - A. Minutes** – Sandra N. McCreedy, MMC, Town Clerk (Pages 1-42)
    - August 11, 2020 Regular Town Commission Meeting Minutes
    - August 18, 2020 Special Town Commission Meeting Minutes
    - August 25, 2020 Special Town Commission Meeting Minutes
  - \*B. Town Manager’s Report** – Jason Greene, Interim Town Manager (Pages 43-52)

**\*C. Town Attorney's Report** – Weiss Serota, Town Attorney (Pages 53-59)

**D. Committee Reports** - Jason Greene, Interim Town Manager (Pages 60-65)

- March 2, 2020 – Tourist Board Meeting Minutes

**E. Resolution Authorizing the Mutual Aid Agreement between the Town of Surfside and the City of Miami** - Jason Greene, Interim Town Manager (Pages 66-79)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

#### 4. Ordinances

*(Set for approximately 7:20 p.m.) (Note: Good and Welfare must begin at 8:15)*

##### A. Second Reading Ordinances

**1. Beach Furniture Ordinance 2020 Sponsored by Commissioner Salzhauer** – Jason Greene, Interim Town Manager, Lillian M. Arango, Haydee Sera and Anthony Recio, Town Attorneys (Pages 80-96)

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE II, "PUBLIC BEACHES," OF CHAPTER 86, "WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES RELATING TO BEACH FURNITURE AND PUBLIC BEACHES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR EXPIRATION OF BEACH FURNITURE OPERATOR PERMIT APPROVED PURSUANT TO RESOLUTION NO. 17-2470; AND PROVIDING FOR AN EFFECTIVE DATE.**

*(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)*

**B. First Reading Ordinances**

1. **Beach Furniture Ordinance** – Commissioner Charles Kesl (Pages 97-106)

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING SECTION 86-31, “BEACH FURNITURE PERMIT REQUIREMENTS” AND SECTION 86-32, “INDEMNIFICATION AND INSURANCE” OF THE TOWN’S CODE OF ORDINANCES; AMENDING DIVISION 1, “GENERALLY,” OF ARTICLE II, “PUBLIC BEACHES,” OF CHAPTER 86, “WATERWAYS” OF THE TOWN’S CODE OF ORDINANCES RELATING TO BEACH FURNITURE AND PUBLIC BEACHES; PROVIDING FOR EXPIRATION OF BEACH FURNITURE OPERATOR PERMITS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**5. Resolutions and Proclamations**

*(Set for approximately 9:45 p.m.) (Note: Depends upon length of Good and Welfare)*

- A. **Design Services for the Reconstruction of 96th Street Park-** Jason Greene, Interim Town Manager (Pages 107-110)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- B. **Miami-Dade County Local Mitigation Strategy (LMS) Plan** – Jason Greene, Interim Town Manager (Pages 111-117)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Structural Plans Review Funding Authorization - Jason Greene, Interim Town Manager (Pages 118-136)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR STRUCTURAL PLAN REVIEW SERVICES TO M.T. CAUSLEY, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**D. General Planning Services RFQ 2020-05 - Jason Greene, Interim Town Manager (Pages 137-140)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, MARLIN ENGINEERING, PURSUANT TO RFQ NO. 2020-05 SEEKING GENERAL PLANNING SERVICES, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**E. Pinzur Communications Agreement - Jason Greene, Interim Town Manager (Pages 141-165)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SECOND RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**6. Good and Welfare/ Public Comments from Residents  
(Set for approximately 8:15 p.m.)**

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

**7. Town Manager and Town Attorney Reports**

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

**8. Unfinished Business and New Business**

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

- A. COVID-19 Task Force Update** – Jason Greene, Interim Town Manager
- B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines** – Commissioner Eliana Salzhauer
- C. Amending Town Code Section 2-205 Conduct of Meetings; Agenda** – Mayor Charles W. Burkett
- D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path** - Jason Greene, Interim Town Manager (Pages 166-169)
- E. Building Department Document Scanning**- Jason Greene, Interim Town Manager
- F. Preservation of Eden Project located at 9300 Collins Avenue** - Mayor Charles W. Burkett
- G. Speeding on Collins and Harding** - Mayor Charles W. Burkett
- H. Homeless Contribution by the Town of Surfside of \$100,000** - Mayor Charles W. Burkett
- I. Free (hassle-free) downtown parking for residents** - Mayor Charles W. Burkett
- J. Records Retention Policy** – Mayor Charles W. Burkett
- K. Regulation of Short-Term Rentals** – Mayor Charles W. Burkett (Pages 170-189)
- L. S.M.A.R.T Goals, Quality Control & Quality Assurance** – Commissioner Charles Kesl
- M. Design Review Board Discussion – Staff Report** – Jason Greene, Interim Town Manager
- N. Weiss Serota Contract Follow up – Staff Report** – Jason Greene, Interim Town Manager (Pages 190-196)
- O. Town Pension Benefits for Non-Public Safety Employees** – Mayor Charles W. Burkett (Pages 197-269)
- P. Additional lighting in the residential area – Staff Report** – Jason Greene, Interim Town Manager (Pages 270-298)
- Q. Construction Guidelines for Hurricane Season** – Commissioner Nelly Velasquez
- R. Lowering of Property Taxes and Water Bills – Staff Report** – Jason Greene, Interim Town Manager (Page 299)
- S. CGA Contract Follow Up – Staff Report** – Jason Greene, Interim Town Manager (Pages 300-303)
- T. Discussion Regarding Appointments to Committees and Boards** – Sandra N. McCready, Town Clerk
- U. FPL Solar Together** - Vice Mayor Tina Paul (Pages 304-307)
- V. Climate Environmental Collective Revised** - Vice Mayor Tina Paul (Pages 308-309)

- W. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission** – Mayor Charles W. Burkett (Pages 310-320)
- X. How our Zoning Protections Against Over-Development Were Gutted** - Mayor Charles W. Burkett
- Y. Amending Town Code Section 2-233 to Include Non-for-Profit** – Mayor Charles W. Burkett
- Z. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer
- AA. Speeding & Stop Sign Running** - Commissioner Eliana Salzhauer
- BB. Beachwalk Trimming- Staff Report** – Jason Greene, Interim Town Manager (Pages 321-326)
- CC. Pool Deck Lighting for Extended Winter Hours- Staff Report** – Jason Greene, Interim Town Manager (Pages 327-330)
- DD. Community Center Second Floor – Staff Report** - Jason Greene, Interim Town Manager (Page 331)
- EE. Designated (Painted) Walking Areas in the Residential District- Staff Report** – Jason Greene, Interim Town Manager (Pages 332-337)
- FF. Procurement Expertise** – Commissioner Eliana Salzhauer
- GG. Take Home Vehicles** - Commissioner Eliana Salzhauer
- HH. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake** – Mayor Charles W. Burkett
- II. Comparison of 2006 Code to 2020 Code – Staff Report** – Jason Greene, Interim Town Manager (Pages 338-342)
- JJ. Stormwater Masterplan - Staff Report** – Jason Greene, Interim Town Manager (Pages 343-346)
- KK. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband** – Staff Report – Jason Greene, Interim Town Manager
- LL. Amendment to the Tourist Board Ordinance** – Commissioner Nelly Velasquez
- MM. Demolition by Neglect** - Mayor Charles W. Burkett
- NN. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines** – Commissioner Eliana Salzhauer
- OO. Draft Ordinance Amending Definitions of Lot Coverage** - Commissioner Eliana Salzhauer (Pages 347-350)
- PP. Zoning Rewrite “Acre” vs. “Gross Acre”** - Commissioner Eliana Salzhauer
- QQ. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett
- RR. Purchase of the property located at 9540 Bay Drive (Pink House)** – Commissioner Nelly Velasquez

- SS. Permanent Digital Sign** – Commissioner Nelly Velasquez
- TT. Traffic Control Devices on 88<sup>th</sup> Street and Hawthorne Avenue** –  
Commissioner Eliana Salzhauer
- UU. Cone of Silence/Secrecy** – Mayor Charles Burkett
- VV. Gazette Revenue and Funding Sources** – Mayor Charles Burkett
- WW. Resident Survey regarding Kayak Launch** – Vice Mayor Paul (Pages  
351-354)
- XX. Beach Raking** – Commissioner Eliana Salzhauer
- YY. Kayak Launch** – Commissioner Eliana Salzhauer
- ZZ. Taking Steps to Keep our Businesses Alive During COVID** – Mayor  
Charles Burkett

### ***Thirty (30) Day Staff Report – Items from June 23, 2020 Special Town Commission Meetings***

- A. Miami Christmas Lights** – Jason Greene, Interim Town Manager

#### ***Items Completed or Removed from Previous Agendas***

- A. Resolution Adopting an Amended Resiliency Reserve Policy  
Revision**
- B. Resolution Approving the March 17, 2020 Town of Surfside  
Municipal Election**
- C. Resolution Abolishing the Sustainability and Resiliency  
Committee**
- D. Resolution Amending the Downtown Vision Advisory Committee**
- E. Resolution Reauthorizing the Parks and Recreation Committee**
- F. “Flash Your Lights”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
  - I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and  
Action**
- K. Photovoltaic RFP**
- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**
- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside  
Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and  
Studies - *[Downtown Vision Advisory Committee to discuss]***

- S. Sidewalk on N 95<sup>th</sup> St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/ Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarship"**
- HH. Interlocal Shuttle System Report Update**
  - II. Reconsideration of the Installation of Berms on 92<sup>nd</sup>**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
  
- MM. Brightview Agreement (FKA Luke's Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3 consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter**
- RR. Star Cleaning Service (Street Sweeping)**



- SS. New Zoning Code-Procedural and Notice Requirements**
- TT. 92<sup>nd</sup> St Beach-end Improvements**
- UU. Develop Capital Improvement Plan (CIP)**
- VV. 10 Year Water Supply Plan**
- WW. Various Parks & Recreation Related Events and Initiatives**
- XX. CARES Act Funding Interlocal with Miami-Dade County Resolution**
- YY. Repeal of Ordinance No. 17-1662 Beach Furniture – Mayor Charles W. Burkett**

## 10. Adjournment

Respectfully submitted,



Jason Greene  
Interim Town Manager

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

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

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

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

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



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES  
August 11, 2020  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:01 p.m.

**B. Roll Call of Members**

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, and Commissioner Nelly Velasquez. Commissioner Eliana Salzhauer arrived at 7:05 p.m.

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

**C. Pledge of Allegiance**

**D. Mayor and Commission Remarks – Mayor Charles W. Burkett**

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

A motion was made by Commissioner Velasquez to move up on the agenda items 9ZZ, 9AAA, 9TTT, 9CCC and 9W. The motion died for lack of a second.

Vice Mayor Paul suggested dealing or prioritizing the items that continue to be deferred.

Commissioner Salzhauer stated that the dog park item should be removed from the agenda since it was already addressed.

Mayor Burkett directed Town Clerk McCready to remove the dog park item from the agenda.

A motion was made by Commissioner Salzhauer to move up on the agenda Item 9VV, seconded by Vice Mayor Paul. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

**F. Community Notes – Mayor Charles W. Burkett**

**2. Quasi-Judicial Hearings**

**3. Consent Agenda (*Set for approximately 7:30 p.m.*)**

A motion was made by Vice Mayor Paul to approve the Consent with the amendment to the minutes and minus the Town Manager's report, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**A. Minutes – Sandra N. McCreedy, MMC, Town Clerk**

- July 21, 2020 Budget Workshop Meeting Minutes
- July 21, 2020 Special Town Commission Meeting Minutes
- July 28, 2020 Special Town Commission Meeting Minutes

Commissioner Velasquez stated that she would like to amend the July 21, 2020 Budget Workshop Meeting Minutes by adding that she voted against the water rebate due to the pandemic.

Mayor Burkett commented on the changes made by Vice Mayor Paul to the July 21 meeting minutes regarding the water rebate and asked if she is for or against the rebate.

**\*B. Town Manager's Report – Jason Greene, Interim Town Manager**

Vice Mayor Paul commented on the previous Joint Town Commission and Budget Advisory Committee Meeting and asked Interim Town Manager Greene to speak about it.

Interim Town Manager Greene gave an update on the CARES Act which is in the Town Manager's Report.

Discussion took place among the Commission regarding the CARES Act, what is the fastest way of getting money for the residents, the water rebate, as well as the water usage by residents and condominiums.

Interim Town Manager Greene addressed comments made by the Town Commission regarding the item.

Commissioner Velasquez asked how much reserve the Town needs before being able to help the residents with rebates.

Mayor Burkett stated that is not a question for the Interim Town Manager.

Commissioner Salzhauer commented on the rumors of defunding the Police Department and that was not the desire of the Commission.

Mayor Burkett stated that he agrees with Commissioner Salzhauer.

Commissioner Salzhauer commented on purchasing the pink house property in order to expand the park.

Vice Mayor Paul stated that there was talk about defunding the Police Department and that is why she pulled the Town Manager's Report.

Mayor Burkett addressed comments made on the chat and spoke regarding the water rebate.

Interim Town Manager Greene addressed the items in his report regarding the lobbyist firm and if the Commission had an issue to continue utilizing the existing lobbyist firm.

Mayor Burkett stated that he was not comfortable signing the check because this contract has not been discussed by the Commission and asked how the Commission would like to proceed.

Vice Mayor Paul stated the importance of having a lobbyist represent the Town's interest in Tallahassee, as well as obtaining funding for the Town.

A motion was made by Vice Mayor Paul to accept the lobbyist firm contract, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

Interim Town Manager Greene commented on the task the lobbyist firm does for the Town. He also stated that the lobbyist will be reaching out to each Commission member with updates.

Further discussion took place among the Commission regarding the lobbyist firm and the work they do for the Town.

Mayor Burkett stated that he agrees they need a lobbyist but they need results and a plan. He mentioned having the lobbyist ask what the Commission wants and expects from the firm.

Interim Town Manager Greene presented the Budget Advisory Committee's recommendations on cutting the Police Department by 15-20%.

A motion was made by Vice Mayor Paul not to proceed with cutting the Police Department budget, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Salzhauer stated that she appreciates the Budget Advisory Committee members and their work. She stated that she believes that all departments need to look at their resources. She commented on the police staffing and that the residents want it to stay the way it is.

Commissioner Velasquez stated that they should not defund the Police Department, but does believe that they need to restructure the department by having less on the top and more on the bottom. She addressed the speeding on Collins Avenue and the police are not out there giving out tickets. She believes there should be more police presence.

Commissioner Kesl spoke regarding comments made about defunding the Police Department and that no one stated to do that. He spoke regarding revenues coming in and the importance of looking at our budget.

Vice Mayor Paul commented on the budget workshop meeting and the savings that Interim Town Manager Greene presented. She stated that she appreciated the Budget Advisory Committee but they are new and need more time to review the budget.

A motion as made by Vice Mayor Paul to accept the Town Manager's Report, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

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

**4. Ordinances**

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

**A. Second Reading Ordinances**

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

**B. First Reading Ordinances**

**5. Resolutions and Proclamations**

***(Set for approximately 9:00 p.m.) (Note: Depends upon length of Good and Welfare)***

**A. Employee Health Benefits Contract Renewal for FY 2021 - Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS CONTRACT RENEWALS FOR FISCAL YEAR 2020/21, INCLUDING UNITEDHEALTHCARE FOR EMPLOYEE HEALTH INSURANCE, GUARDIAN FOR DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND ASURE SOFTWARE FOR FLEXIBLE SPENDING ACCOUNT, BENEFIT SERVICES HEALTH REIMBURSEMENT ARRANGEMENT, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH UNITED HEALTHCARE AND OTHER PROVIDERS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Interim Town Manager Greene introduced the item.

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

**B. Resolution – New Town Phone Service Provider- Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH VONAGE BUSINESS INC FOR TELEPHONE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Interim Town Manager Greene introduced the item.

A motion was made by Commissioner Kesl to approve the Resolution, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Vice Mayor Paul spoke regarding compatibility issues with the equipment and wants to make sure they would not need to purchase other additional equipment.

**C. Waste Connections Recycling Contract** – Jason Greene, Interim Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT FOR THE COLLECTION, HAULING AND PROCESSING OF COMMERCIAL AND MULTI-FAMILY SINGLE STREAM RECYCLING WITH WASTE CONNECTIONS OF FLORIDA, INC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**D. Design Services for the Reconstruction of 96th Street Park-** Jason Greene, Interim Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

A motion was made by Vice Mayor Paul for discussion purposes, seconded by Commissioner Velasquez.

Commissioner Velasquez asked if the Commission was not supposed to be advised of the firms and how we know this firm would be the best one. She suggested deferring this item to the next meeting in order to have their questions answered.

Interim Town Manager Greene addressed the comment made by Commissioner Velasquez and gave an update of the item. He stated that the WeTransfer file with each pdf proposal submitted by the firms was forwarded to each

Commissioner. He gave an update on the evaluation process and what the process of the chosen firm would be.

Vice Mayor Paul commented on the firms and stated that the one that was chosen had a bit of an advantage due to them working with the Town previously. She believes this should go to the Parks and Recreation Committee for their recommendations and then back to the Commission.

Commissioner Salzhauer commented on her concerns with the selection process.

Commissioner Velasquez stated that she did not get a chance to look at the files and would like to have this deferred to the next meeting in order for her to have more time to review the documents.

Mayor Burkett asked Interim Town Manager Greene to provide a presentation with some work product and information about each company. He stated for Interim Town Manager Greene to then come back to the Commission to discuss each firm including the selected firm.

Vice Mayor Paul asked what would be the cost for this project.

Interim Town Manager Greene addressed the comments made by the Town Commission regarding the item. He suggested that the top three firms that were shortlisted would then make a presentation along with questions that were asked.

Mayor Burkett stated that what is being requested is for Interim Town Manager Greene to provide a presentation with the recommendation of the Committee and its thought process.

Commissioner Salzhauer would like the link and if it could be made available.

Mayor Burkett asked Interim Town Manager Greene to place the links and the recommendations on the website and be prepared to make a presentation at the next Commission meeting.

Further discussion among the Town Commission and Town Attorney Arango took place regarding the item and the Cone of Silence.

The following individual from public spoke on the item:  
George Kousoulas

A motion was made by Vice Mayor Paul to defer this item for two weeks, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.



A motion was made by Commissioner Salzhauer to hear Item 9A, seconded by Commissioner Kesl. The motion carried with a 3-2 vote with Commissioner Velasquez and Mayor Burkett voting in opposition.

**6. Good and Welfare/ Public Comments from Residents**  
**(Set for approximately 8:15 p.m.)**

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

The following individuals spoke on the item:

Ann Findlay spoke regarding the proposed budget cut to the Police Department. She commented regarding the Budget Advisory Committee meeting discussion and agreement of cutting the Police Department by 15-20% and it was requested by Committee Member Bobby Cummings.

Jeff Rose spoke regarding the liaison role on the Committees and they are not to act as a board member. He asked when the signs would be coming back up on 88<sup>th</sup> Street. He spoke regarding the kayak launch and why it was removed from the agenda. He spoke regarding the purchase of the pink building, zoning in progress; and comments made on Next Door regarding the cut of the Police Department.

Horace Henderson spoke regarding condominium owners paying for water.

Yoann Andreu spoke regarding the Planning and Zoning Meeting and the items on the agenda.

Clara Diaz-Leal spoke regarding making an analysis and consider attrition. She stated that there should be a plan in place and not make decisions without making an analysis. She stated that if you want to make cuts you do it based on attrition and not cut the police department. She stated that you must retain your best employees because they are loyal to the residents. She spoke regarding the kayak launch.

Jordan Wachtel spoke regarding comments made about defunding the Police Department and the amount of time they took on the Gazette item. He spoke regarding the Community Center and asked when it will be opening up and it should be opening up to the children.

Mayor Burkett addressed the comments made by Mr. Wachtel and the email they had among themselves.

Commissioner Salzhauer addressed the comments made by Mr. Wachtel regarding defunding the Police Department.

Commissioner Velasquez commented on bringing normalcy back and how COVID is destroying the economy and believes we should open the parks.

Vice Mayor Paul addressed the comments on the kayak launch and the liability involved. She suggested placing a survey in the Gazette to see if the residents want a kayak launch and where it should be located but they have to look at the liability

portion. She also spoke regarding COVID and how it is a very real and serious issue.

Commissioner Kesl commented on COVID and the statistics and seriousness of this disease.

Andrew Craven spoke regarding purchasing the pink house for the park and for the Town to consider those that live close to the house as well as the problem with parking and have consideration on the issue that could arise.

Commissioner Velasquez addressed the comments made by the public speakers regarding traffic and enforcement of speed limits in Town.

Commissioner Salzhauer addressed the comments made by speaker Andrew Craven.

Mayor Burkett addressed the comments made by speaker Clara Diaz-Leal on the issue on Byron Avenue and making Byron Avenue as nice as Carlyle and Dickens.

Deborah Cimadevilla spoke regarding traffic on Byron Avenue and closing it off would be a great idea.

Commissioner Velasquez stated that Interim Town Manager Greene should assess the properties in Town and which ones could be purchased that would be best for the Town and we could have a beautiful park with a kayak launch. She suggested having Interim Town Manager Greene come back with options of properties they could purchase.

Commissioner Salzhauer commented on the kayak launch and what solutions they could come up with.

Mayor Burkett addressed the comments made by the Commission as well as the residents and due to the rise in property prices, this is not the time to make real estate purchases.

Commissioner Kesl agreed with Mayor Burkett regarding this not being the time to purchase properties. He spoke regarding water access for the kayak launches.

George Kousoulas spoke regarding the Planning and Zoning Board meeting and the ethics and Sunshine Law orientation which was very good and how serious the Planning and Zoning Board has to be. He stated that a meeting needs to take place for the Planning and Zoning Board to know how to apply the zoning code.

Commissioner Salzhauer addressed the comments made by speaker George Kousoulas.

Moshe Banin spoke regarding the conversations about COVID and the Police cuts the Budget Advisory Committee requested and stated that they did not listen to what Police Chief Yero explained to the Committee.

Commissioner Velasquez addressed the comments made by the public speakers and that the pools should be open to the children.

Commissioner Salzhauer addressed the comments made and the rules through phases that are allowed and the Town is enforcing the rules in place.

Commissioner Velasquez addressed comments made by Commissioner Salzhauer and continuing to put our children through this and not allowing the children to go in the pool.

Vice Mayor Paul stated that it would be a good idea for Parks and Recreation Director Milian to open up the pool to residents and their families.

Commissioner Salzhauer stated that if the playground equipment is closed, the area of the pool is considered to fall under that same description which is based on County Order.

Mayor Burkett addressed comments made by the public speakers and Town Commission and directed Interim Town Manager Greene and Parks and Recreation Director Milian to come up with a plan for reopening the pool for the children.

Further discussion took place among the Town Commission regarding opening up the pool to Town residents' children and their families as well as the issue involving COVID.

Interim Town Manager Greene addressed the comments made by the Town Commission and he as well as Parks and Recreation Director Milian will look at possibly modifying the reservations for the usage of the pool in accordance with the County Order.

Discussion took place among the Town Commission regarding the opening of the pool following guidelines placed by the County and State.

A motion was made by Commissioner Velasquez to direct Interim Town Manager Greene and Parks and Recreation Director Milian to make proper decisions for what is best for the residents and children, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Interim Town Manager Greene stated that they worked out a plan already and are looking at implementing said plan.

Vice Mayor Paul stated that once they have their plan ready they can put it into place.

Commissioner Salzhauer would like to know the plan that the Interim Town Manager and Parks and Recreation Director have in place.

Mandyf Davenport spoke regarding opening the pool for the children and would like to see more help from the Commission on helping the Town with the safety of the residents and putting the green paint on the sidewalk for walkability.

Deputy Town Clerk Herbello read into the record the comment emailed from public speaker Ellen Abramson.

A motion was made by Commissioner Velasquez to move forward with item 9MM, seconded by Commissioner Salzhauer. Commissioner Salzhauer withdrew the second to her motion. Mayor Burkett passed the gavel and seconded the motion. The motion failed with a 2-3 vote with Commissioner Kesl, Commissioner Salzhauer and Vice Mayor Paul voting in opposition.

Vice Mayor Paul stated her previous comments on prioritizing the agenda.

Commissioner Salzhauer commented on reorganizing the agenda.

Commissioner Velasquez suggested to go through the entire list and decide which items stay and go.

Further discussion took place among the Commission regarding what the order of the agenda should be.

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

### **A. COVID -19 Task Force Update – Jason Greene, Interim Town Manager**

Interim Town Manager Greene gave an update on the COVID-19 Task Force.

Discussion took place among the Town Commission regarding the Task Force and having Commissioner Kesl remain as the liaison to this Task Force.

A motion was made by Vice Mayor Paul to have Commissioner Kesl continue being the liaison with the COVID-19 Task Force, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

### **B. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Jason Greene, Interim Town Manager**

Item deferred.

**C. Building Department Document Scanning-** Jason Greene, Interim Town Manager

Item deferred.

**D. Pinzur Communication** – Jason Greene, Interim Town Manager

Item deferred.

**E. Preservation of Eden Project located at 9300 Collins Avenue** - Mayor Charles W. Burkett

Item deferred.

**F. Speeding on Collins and Harding** - Mayor Charles W. Burkett

Item deferred.

**G. Amending Town Code Section 2-205 Conduct of Meetings; Agenda** –Mayor Charles W. Burkett

Item deferred.

**H. Homeless Contribution by the Town of Surfside of \$100,000** - Mayor Charles W. Burkett

Item deferred.

**I. Free (hassle-free) downtown parking for residents** - Mayor Charles W. Burkett

Item deferred.

**J. Records Retention Policy** – Mayor Charles W. Burkett

Item deferred.

**K. Regulation of Short-Term Rentals** – Mayor Charles W. Burkett

Item deferred.

**L. S.M.A.R.T Goals, Quality Control & Quality Assurance – Commissioner Charles Kesl**

Item deferred.

**M. Design Review Board Discussion – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**N. Weiss Serota Contract Follow up – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**O. Town Pension Benefits for Non-Public Safety Employees – Mayor Charles W. Burkett**

Item deferred.

**P. Additional lighting in the residential area – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**Q. Construction Guidelines for Hurricane Season – Commissioner Nelly Velasquez**

Item deferred.

**R. Lowering of Property Taxes and Water Bills – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**S. CGA Contract Follow Up – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**T. Discussion Regarding Appointments to Committees and Boards –Sandra N. McCready, Town Clerk**

Item deferred.

**U. Dog Park** – Mayor Charles W. Burkett

Item deferred.

**V. FPL Solar Together** - Vice Mayor Tina Paul

Item deferred.

**W. Climate Environmental Collective Revised** - Vice Mayor Tina Paul

Item deferred.

**X. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission** – Mayor Charles W. Burkett

Item deferred.

**Y. How our Zoning Protections Against Over-Development Were Gutted** - Mayor Charles W. Burkett

Item deferred.

**Z. Amending Town Code Section 2-233 to Include Non-for-Profit** – Mayor Charles W. Burkett

Item deferred.

**AA. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer

Item deferred.

**BB. Speeding & Stop Sign Running** - Commissioner Eliana Salzhauer

Item deferred.

**CC. Surfside Point Lake Subaqueous WM Crossing - Bid Documents** – Jason Greene, Interim Town Manager

Item deferred.

**DD. Beachwalk Trimming- Staff Report** – Jason Greene, Interim Town Manager

Item deferred.

**EE. Pool Deck Lighting for Extended Winter Hours- Staff Report** – Jason Greene, Interim Town Manager

Item deferred.

**FF. Community Center Second Floor – Staff Report** - Jason Greene, Interim Town Manager

Item deferred.

**GG. Repeal of Ordinance No. 17-1662 Beach Furniture** – Mayor Charles W. Burkett

Item deferred.

**HH. Designated (Painted) Walking Areas in the Residential District- Staff Report** – Jason Greene, Interim Town Manager

Item deferred.

**II. Procurement Expertise** – Commissioner Eliana Salzhauer

Item deferred.

**JJ. Take Home Vehicles** - Commissioner Eliana Salzhauer

Item deferred.

**KK. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake** – Mayor Charles W. Burkett

Item deferred.

**LL. Comparison of 2006 Code to 2020 Code – Staff Report** – Jason Greene, Interim Town Manager

Item deferred.

**MM. Stormwater Masterplan - Staff Report** – Jason Greene, Interim Town Manager



Item deferred.

**NN. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Staff Report – Jason Greene, Interim Town Manager**

Item deferred.

**OO. Amendment to the Tourist Board Ordinance – Commissioner Nelly Velasquez**

Item deferred.

**PP. Demolition by Neglect - Mayor Charles W. Burkett**

Item deferred.

**QQ. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer**

Commissioner Salzhauer introduced the item and commented on social media and if the Town Gazette is best left to the Interim Town Manager for updates. She suggested to rotate every month with one Commissioner having a corner on a rotation basis. She commented on this not being a strong mayor form of government.

Commissioner Kesl spoke commented on the Gazette.

Mayor Burkett spoke regarding the salary being in the Charter and how some wanted greater pay, pension and other benefits and does not feel Town elected officials should receive payment for their services. He felt it was a disservice to the residents not allowing them to opine. He also stated that the residents should opine on term limits. He stated that in the Town Gazette all the residents are made aware of what is happening in Town as well as the ballot questions that will be on the November ballot.

Commissioner Salzhauer addressed the comments made by Mayor Burkett, the Gazette and moving the items on the agenda forward.

Vice Mayor Paul agrees with Commissioner Salzhauer and believes that the cost should be reduced. She commented on the charter changes on the salary of the commissioners and stated it was under Mayor Burkett's administration that the salary was raised to \$500 and while she has served her salary has always been \$1.00. She stated that it was misleading for him to place his comments in the Gazette.

Mayor Burkett addressed the comments made by Vice Mayor Paul and that all the facts should be stated.

Vice Mayor Paul stated that the Cone of Silence had nothing to do with the P-3.

Commissioner Kesl stated that it should be equal time for all in the Gazette and follow the rules of decorum.

Commissioner Velasquez stated that she agrees to not interfere with Town business and stated that Commissioner Salzhauer has interfered with Town business in several areas. She spoke regarding the Commissioner's corner in the Gazette.

Town Clerk McCready reiterated the motion on the table.

Commissioner Salzhauer stated that all Commissioner Velasquez stated was false and does not appreciate the comments. She commented on the Gazette corner and comments made by Commissioner Velasquez. She believes the comments should come from Interim Town Manager Greene.

Mayor Burkett stated that an elected official can write at any time and commented on the past comments regarding the Gazette.

Commissioner Kesl commented on the Town resources and believes the agenda should be handled more affectively. He stated that they should stay with the most basic principles. He would like more representation in the Gazette.

Mayor Burkett stated that he would not mind giving each elected official an equal voice in the Gazette.

Vice Mayor Paul spoke regarding the videos some Commissioners made and they were pulled because Mayor Burkett complained during the elections that it was a misuse of Town resources and she does not want to get caught in the same track.

She stated the Gazette is to provide information to the residents only.

Mayor Burkett addressed the comments made by Vice Mayor Paul and believes that he is just advising the residents what is taking place in the Town.

Further discussion took place among the Commission regarding the Gazette and what was written by Mayor Burkett.

A motion was made by Vice Mayor Paul to have the Gazette under the Interim Town Manager to give the written updates and message to the residents; the Interim Town Manager will make sure each Commissioner gets the same amount of space in the Gazette and have those comments placed in a corner designated for the Commission, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

A motion was made by Commissioner Velasquez to move up Item 9ZZ before COVID-19, seconded by Commissioner Salzhauer. The motion failed with a 2-3 vote with Commissioner Kesl, Vice Mayor Paul and Mayor Burkett voting in opposition.

Commissioner Kesl made a motion to move up Item 9G to be heard after COVID-19, seconded by Commissioner Salzhauer. The motion carried with a 4-1 vote with Commissioner Velasquez voting in opposition.

Commissioner Salzhauer commented on the discussion regarding the water rebate and stated that it should be removed since it was discussed.

A motion was made by Commissioner Salzhauer to delete the taxes and water bills for the residents (item 9W) from the agenda. The motion died for a lack of a second.

**RR. Draft Ordinance Amending Definitions of Lot Coverage** - Commissioner Eliana Salzhauer

Item deferred.

**SS. Zoning Rewrite "Acre" vs. "Gross Acre"** - Commissioner Eliana Salzhauer

Item deferred.

**TT. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett

Item deferred.

**UU. Purchase of the property located at 9540 Bay Drive (Pink House) –**  
Commissioner Nelly Velasquez

Item deferred.

**VV. Permanent Digital Sign –** Commissioner Nelly Velasquez

Item deferred.

**WW. Traffic Control Devices on 88<sup>th</sup> Street and Hawthorne Avenue –**  
Commissioner Eliana Salzhauer

Item deferred.

**XX. Cone of Silence/Secrecy –** Mayor Charles Burkett

Item deferred.

***Thirty (30) Day Staff Report – Items from June 23, 2020 Special Town Commission Meetings***

**A. Miami Christmas Lights –** Jason Greene, Interim Town Manager

***Items Completed or Removed from Previous Agendas***

- A. Resolution Adopting an Amended Resiliency Reserve Policy Revision**
- B. Resolution Approving the March 17, 2020 Town of Surfside Municipal Election**
- C. Resolution Abolishing the Sustainability and Resiliency Committee**
- D. Resolution Amending the Downtown Vision Advisory Committee**
- E. Resolution Reauthorizing the Parks and Recreation Committee**
- F. “Flash Your Lights”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
- I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and Action**
- K. Photovoltaic RFP**

- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**
- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies -  
[Downtown Vision Advisory Committee to discuss]**
- S. Sidewalk on N 95<sup>th</sup> St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town's Higher Education Scholarships to be called the "Arya Gray Memorial Higher Education Scholarship"**
- HH. Interlocal Shuttle System Report Update**
- II. Reconsideration of the Installation of Berms on 92<sup>nd</sup>**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**
- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke's Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3**

**consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter**

**RR. Star Cleaning Service (Street Sweeping)**

**SS. New Zoning Code-Procedural and Notice Requirements**

**TT. 92<sup>nd</sup> St Beach-end Improvements**

**UU. Develop Capital Improvement Plan (CIP)**

**VV. 10 Year Water Supply Plan**

**WW. Various Parks & Recreation Related Events and Initiatives**

#### **10. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 11:00 p.m. The motion received a second from Commissioner Kesl. The motion carried with a 5-0 vote.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
August 18, 2020  
7pm**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:08 p.m.

**B. Roll Call of Members**

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, Commissioner Nelly Velasquez and Commissioner Eliana Salzhauer.

Also present were Interim Town Manager Jason Greene, Human Resources Director Yamileth Slate-McCloud and Town Attorney Lillian Arango.

**C. Town Manager Recruitment Process**

Human Resources Director Slate-McCloud introduced the item to the members of the Town Commission and provided an overview of the selection process, the ranking system, the summary, the candidates and the potential dates of August 24 and August 25, 2020 for interviews. She requested clarification of the number of candidates and length of interviews to determine if they need another date for interviews.

Mayor Burkett requested input from the Commissioners.

Commissioner Salzhauer commented on the dates of the interviews and the review of the candidates and would need other dates due to missing of the original deadlines. She stated she was impressed with the candidates and was frustrated that they had to make selections based on paper and feels that points should be assigned once you meet the candidate. She suggested starting interviews with the 12 individuals that they have and possibly being able to submit other candidates.

Commissioner Kesl suggested keeping the process moving and commented on top candidates. He suggested using points for the selection.

Commissioner Velasquez thanked Human Resources Director Slate-McCloud and wants to make sure the Town is in its best hands and is good with the consensus.

Vice Mayor Paul thanked all the applicants for their submission and is open to interviewing more candidates.

Human Resources Director advised the Commission that Matthew Garcide removed himself from the selection process. She discussed the different candidates and their scoring. She requested clarification on the time slots for the interviews. She requested clarification on the number of interviewees and the time slots.

Commissioner Salzhauer recommended interviewing at least 10 candidates and then break it down to the top five candidates.

Human Resources Director Slate-McCloud stated that if they consider a panel it has to be done in a panel setting due to Sunshine Law.

Commissioner Velasquez agrees that they should speak to all the candidates. She stated that currently the Town is in good hands and agrees on interviewing the 10 candidates.

Commissioner Kesl suggested a round robin. His concern is that other candidates will drop out and believes starting with a smaller group and then choose to open that up.

Vice Mayor Paul agrees splitting the group into two groups to interview and does not believe the questions should be sent to them in advance.

Mayor Burkett suggested that the candidates not be invited to the meeting and just to their interview.

Commissioner Velasquez agreed with Mayor Burkett.

Mayor Burkett suggested sending the questions to all the Commissioners and determine how to budget their time to conduct their interview.

Commissioner Salzhauer clarified that the interviews would be via zoom and the other applicants not be invited and see how many questions they would get.

Mayor Burkett stated that Human Resources Director Slate-McCloud would give them the questions and have it circulated.



Commissioner Velasquez commented on the interviews being done the same week as a Commission Meeting.

Town Clerk McCready requested from Town Attorney Arango if they are able to not allow other applicants to be part of the meeting.

Town Attorney Arango stated it would be a professional courtesy for those applicants not to be signed in.

Commissioner Salzhauer suggested having the interviews the first week of September.

Vice Mayor Paul suggested the following week due to Labor Day weekend.

Further discussion took place among the Town Commission on the interview dates and the questions for the interview.

Mayor Burkett agrees with Vice Mayor Paul with the questions, the scheduling and believes this should be allocated on a date that they are fresh and not when they have three meetings the same week. He asked Human Resources Director Slate-McCloud what dates would be good.

Vice Mayor Paul would like to change the date of the Commission Meeting and stated that the Commission agreed not to have Commission meetings every week.

Mayor Burkett commented to figure out what is the best date to have the meeting and requested Town Clerk McCready to circulate the dates available. He asked Vice Mayor Paul what are the dates agreed upon.

Vice Mayor Paul stated it was August 24 and 26.

Mayor Burkett stated he would be out of town and suggested the week of September 1.

Further discussion took place among the Commission and Human Resources Director Slate-McCloud for the interviews of the candidates, the questions to be asked and the dates available with 30 minutes for each candidate.

The following members from the public spoke on the item:

George Kousoulas

Clara Diaz-Leal

Vice Mayor Paul likes the idea going with Human Resources Director Slate-McCloud's questions and coming up with five questions and then one additional questions for each Commissioner.

Vice Mayor Paul stated they have to be clear on how many questions since they do not have endless time for the interviews and Human Resources Director Slate-McCloud should know and limit the number of questions with a maximum of five questions from each Commissioner and one from Human Resources Director Slate-McCloud.

Further discussion took place on the amount of questions each Commissioner is to send Human Resources Director Slate-McCloud and how they approve those questions and to submit them to Clara Diaz-Leal to review and work with her schedule.

A motion was made by Commissioner Salzhauer to interview all 12 final candidates and do it in a room format as a panel in a public meeting, for the questions to be set in advance with room to supplement questions for the week of September 1, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Salzhauer and Commissioner Velasquez suggested top three or five candidates in the third round.

A motion was made by Commissioner Kesi to set up a third round of the three to five top finalists within the 2-3 weeks after the next round, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Commissioner Salzhauer asked if Human Resources Director Slate-McCloud could give them a sheet for evaluation and notes along with the questions on the other side.

Human Resources Director Slate-McCloud stated that she will circulate the questions they had previously by the headhunter in the past and those questions could be adjusted.

The Commission directed Town Clerk McCready to coordinate dates that she is available.

Clara Diaz-Leal stated that she is available on September 3 and 4.

## **2. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 8:26 p.m. The motion received a second from Commissioner Salzhauer. The motion carried with a 5-0 vote.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk



**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
August 25, 2020  
7 p.m.**

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

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:03 p.m.

**B. Roll Call of Members**

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, Commissioner Nelly Velasquez and Commissioner Eliana Salzhauer.

Also present were Interim Town Manager Jason Greene and Town Attorney Lillian Arango.

**2. Ordinances**

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

**A. First Reading Ordinances**

- 1. Beach Furniture Ordinance 2020 Sponsored by Commissioner Salzhauer** – Jason Greene, Interim Town Manager, Lillian M. Arango, Haydee Sera and Anthony Recio, Town Attorneys

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING ARTICLE II, "PUBLIC BEACHES," OF CHAPTER 86, "WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES RELATING TO BEACH FURNITURE AND PUBLIC BEACHES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR EXPIRATION OF BEACH FURNITURE OPERATOR PERMIT APPROVED**

**PURSUANT TO RESOLUTION NO. 17-2470; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title of the ordinance into the record.

Commissioner Salzhauer introduced the item and stated that Assistant Town Attorney Recio would be making the presentation. She commented on the different options including the repeal and what options would be best.

Commissioner Kesl stated that what Commissioner Salzhauer stated is not all correct and stated that the Town Attorney came up with a proposal that would work for everyone. He spoke regarding the analysis of the repeal and replace of this ordinance.

Vice Mayor Paul stated that this has been in the making for over six years and previous Commission did not act in the proper way. She spoke regarding the presentation and why it is needed to regulate what is taking place.

Mayor Burkett commented on the item and stated that he has a presentation to provide.

Commissioner Salzhauer provided a presentation on the item and then had Assistant Town Attorney Recio continue with the presentation.

Commissioner Salzhauer asked regarding the beach ratio, if it was done before the beach renourishment.

Commissioner Velasquez asked if the photos used in the presentation were prior to the beach renourishment.

Assistant Town Attorney Recio stated it was prior to the beach renourishment.

Commissioner Velasquez asked regarding the calculations as well as the language the Commission has to approve and if future Commissions could place the language that was taken out back.

Mayor Burkett stated that it has to be in the Charter.

Commissioner Salzhauer stated that there were no new photos due to COVID and the changes in the language is to avoid other Commissions from changing the language by stating that they want more beach chairs for the public to have access to the beach.

Vice Mayor Paul stated that she has a presentation which was prior to the beach renourishment and COVID.

Vice Mayor Paul introduced her presentation on the item.

The following individuals from the public spoke on the item:

Joseph Rebak  
Allan Yarkin  
Frederic Marq  
Marilyn Reitman  
Niesen Kasdin  
George Kousslouas  
Ben Jacobson  
Jennifer Rotker  
Eli Tourgeman  
Jeff Rose  
Richard Ramunno  
Yoann Andreu  
Ralph Wolfe  
Rene Wolfe  
Ron Glass  
Horace Henderson  
Jeffrey Platt  
Steve Schott  
Clara Diaz-Leal  
Deborah Cimadevilla  
Michael Kashtan  
Aurora De La Rosa  
Mandyf Davenport  
Katy Horowitz  
Caridad Izquierdo  
Manty Sabates  
Oliver Sanchez  
Max Dekelbaum  
Silvia Coltrane  
Victoria Saife

Commissioner Salzhauer addressed the comments made by the speakers and the restrictions currently in place and once COVID is over and everything goes back to status quo it will allow them to place the beach chairs where they please. She apologized for bringing this ordinance because she knows that the hotels will not be happy and she will not negotiate with terrorists. She does not want things status quo.

Commissioner Velasquez stated that she would like to see the pictures after the beach renourishment that would show the conditions of the beach at that time.

Vice Mayor Paul clarified when the photographs were taken, the one from the storage was 2018 and the crowded beach was 2019. She stated she has current photos to share and this is about the residents and everyone being happy. She spoke regarding the beach chairs, the condition of the beach, and what is in the best interest for the tourists and residents. She stated that this ordinance represents everyone.

Commissioner Kesl thanked everyone participating in the meeting. He spoke regarding his support for this item. He spoke regarding the need to preserve the dunes and if the beach chairs are back there it jeopardizes the dunes.

Commissioner Velasquez spoke regarding this issue which was brought up in March and believes that they should be able to discuss this further and feels passing something today would be irresponsible and believes it should be deferred in order for them to speak to the Interim Manager and Town Attorney.

Mayor Burkett provided a PowerPoint presentation and stated the residents come first.

Discussion took place among the Town Commission regarding Mayor Burkett's presentation and proposed changes to the ordinance and possibly addressing it at another time.

Commissioner Velasquez asked what is the urgency of this item and why this item could not be addressed at a later time.

Vice Mayor Paul addressed the importance and urgency of the item and Commissioner Kesl's comments.

A motion was made by Vice Mayor Paul to approve the Ordinance on first reading subject to Mayor Burkett's comments to amend the ordinance, seconded by Commissioner Salzhauer. The motion carried with a 3-2 vote with Commissioner Kesl and Commissioner Velasquez voting in opposition.

### **3. Resolutions and Proclamations**

***(Set for approximately 8:00 p.m.) (Note: Depends upon length of Good and Welfare)***

#### **A. Design Services for the Reconstruction of 96th Street Park- Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO,**

**PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

*Item Deferred to next meeting.*

**B. CARES Act Funding Interlocal with Miami-Dade County – Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN INTERLOCAL AGREEMENT FOR FEDERALLY-FUNDED SUBAWARD WITH MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF NECESSARY EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title of the resolution into the record.

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

**C. Structural Plans Review Funding Authorization - Jason Greene, Interim Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR STRUCTURAL PLAN REVIEW SERVICES TO M.T. CAUSLEY, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

*Item Deferred to next meeting.*

**4. Good and Welfare/ Public Comments from Residents  
(Set for approximately 8:15 p.m.)**

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

Commissioner Velasquez commented on the dates for the Town Manager interviews. She is not available on September 4, she is available Monday, Tuesday Wednesday and Thursday but not Friday, September 4 and would like more dates to be sent out.



Commissioner Kesl stated the dates he would be available for the interviews.

The following individuals from the public spoke:

Florida State Senator Jason Pizzo wanted to say hello and stated he has been dealing with several issues in Tallahassee and extended his assistance in anything they would need from his office.

Jeff Rose spoke regarding having Interim Town Manager Jason Greene as our permanent Manager. He spoke regarding roadblocks with the new zoning in progress.

Mayor Burkett responded to the comments made by speaker Jeff Rose.

Jeffrey Platt

Clara Diaz-Leal would like to have the walkability issues and traffic concerns be addressed at the next meeting.

Jennifer Rotker spoke regarding the marine turtle lighting ordinance and for it to be enforced.

Mandyf Davoudourf spoke regarding having more control over the speeding.

George Kouslouas spoke regarding the zoning in progress.

Sharon Hakmon spoke regarding the zoning code.

Mayor Burkett responded to the comments made regarding the zoning code.

Commissioner Salzhauer addressed comments made by the public speakers regarding the zoning code and the platform they ran on.

Yoann Andreu spoke regarding the zoning in progress.

Diana Gonzalez spoke regarding the lights in Town in the areas that are very dark.

Horace Henderson spoke regarding the condominium association at the Carlyle is aware of what they have to do regarding the turtle lights. He spoke regarding the zoning changes. He spoke regarding reaching out to the Interim Town Manager and the Commission and promote employees that have been performing a good job.

David Epstein spoke regarding his support for the beach chair ordinance and believes it is the right thing to do. He spoke regarding the speeding on Harding Avenue and Collins Avenue.

Commissioner Velasquez addressed comments made by the public speakers regarding the speeding in Town.

Mayor Burkett stated that he has spoken with Police Chief Yero and they have come up with a new Traffic Detail Unit and have command staff also assisting with this and the residents will see a change. He thanked Clara Diaz-Leal on her hard work with the walkability project and returning Byron Avenue to a normal street.

Commissioner Velasquez stated that adjustments in the new Traffic Unit should include the Police Chief providing the Commission a report of how many tickets are being written.

Vice Mayor Paul stated that the Commission does get a monthly report from the Police Department on how many tickets have been written. She also spoke regarding the speeding in Town.

Commissioner Kesl spoke regarding the incident in Bal Harbor and the speeding in Town.

Commissioner Salzhauer suggested placing on the agenda red light/speeding cameras.

Mayor Burkett stated that they were removed because they were deemed to be unconstitutional and we should look at what Golden Beach and Bal Harbour are doing.

Vice Mayor Paul commented on the red light cameras and the faultiness of the cameras.

Commissioner Velasquez spoke regarding a company in New York that does red light cameras and that in Florida, the officer has to see the individual speeding but they do it in New York.

Mayor Burkett stated that one of the things with the red light cameras was that there were accidents due to the cameras. He stated that the red light cameras are illegally dubious.

Vice Mayor Paul spoke regarding the data of those red light cameras and its accuracy.

Tricia Fowley stated that she supports the beach chair ordinance and spoke regarding some individuals bringing alcohol bottles into the water.

Alice Boymelgreen spoke regarding the legal standing of the street ends and kayak launch and its status.

Deborah Cimadevilla thanked the Commission for their work and contributions. She spoke regarding the speeding in Town.

Mayor Burkett asked if the County has opened up the restaurants to 50% and once they do for the Town to follow the same order.

A motion was made by Vice Mayor Paul to open the restaurants to 50% once the County issues their order, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

Commissioner Velasquez requested different dates for the interviews for the Town Manager and she is not available on Friday. She is available Monday, Tuesday and Wednesday.

Further discussion continued among the Commission regarding the dates for the interviews.

Clara Diaz-Leal stated she was voted in and gave the dates of her availability which is all day Thursday and some other days the following weeks.

Vice Mayor Paul stated that Monday is Labor Day and Thursday is their meeting and she will not do that.

Commissioner Salzhauer stated that Clara Diaz-Leal is available on September 3 and possibly doing Tuesday September 8 for the others.

Clara Diaz-Leal stated that she will be available September 3<sup>rd</sup> and September 8<sup>th</sup> in the afternoon.

Vice Mayor Paul stated those dates will work.

Commissioner Kesl stated those dates will work.

Mayor Burkett stated those dates will work.

## **5. Mayor, Commission and Staff Communications**

### **A. COVID-19 Task Force Update – Jason Greene, Interim Town Manager**

Commissioner Kesl gave an update on the COVID-19 task force meeting and the ban implemented on short-term rentals.

A motion was made by Commissioner Kesl to not renew the short-term rental emergency order, seconded by Vice Mayor Paul. The motion carried with a 4-1 vote with Commissioner Salzhauer voting in opposition.

### **B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer**

*Item Deferred to next meeting.*

**C. Amending Town Code Section 2-205 Conduct of Meetings; Agenda –**  
Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Jason**  
Greene, Interim Town Manager

*Item Deferred to next meeting.*

**E. Building Department Document Scanning- Jason Greene, Interim Town**  
Manager

*Item Deferred to next meeting.*

**F. Pinzur Communication – Jason Greene, Interim Town Manager**

*Item Deferred to next meeting.*

**G. Preservation of Eden Project located at 9300 Collins Avenue - Mayor Charles**  
W. Burkett

*Item Deferred to next meeting.*

**H. Speeding on Collins and Harding - Mayor Charles W. Burkett**

*Item Deferred to next meeting.*

**I. Homeless Contribution by the Town of Surfside of \$100,000 - Mayor Charles**  
W. Burkett

*Item Deferred to next meeting.*

**J. Free (hassle-free) downtown parking for residents - Mayor Charles W. Burkett**

*Item Deferred to next meeting.*

**K. Records Retention Policy – Mayor Charles W. Burkett**

*Item Deferred to next meeting.*

**L. Regulation of Short-Term Rentals – Mayor Charles W. Burkett**

*Item Deferred to next meeting.*

**M. S.M.A.R.T Goals, Quality Control & Quality Assurance – Commissioner Charles Kesl**

*Item Deferred to next meeting.*

**N. Design Review Board Discussion – Staff Report – Jason Greene, Interim Town Manager**

*Item Deferred to next meeting.*

**O. Weiss Serota Contract Follow up – Staff Report – Jason Greene, Interim Town Manager**

*Item Deferred to next meeting.*

**P. Town Pension Benefits for Non-Public Safety Employees – Mayor Charles W. Burkett**

*Item Deferred to next meeting.*

**Q. Additional lighting in the residential area – Staff Report – Jason Greene, Interim Town Manager**

*Item Deferred to next meeting.*

**R. Construction Guidelines for Hurricane Season – Commissioner Nelly Velasquez**

*Item Deferred to next meeting.*

**S. Lowering of Property Taxes and Water Bills – Mayor Charles Burkett**

*Item Deferred to next meeting.*

**T. CGA Contract Follow Up – Staff Report – Jason Greene, Interim Town Manager**

*Item Deferred to next meeting.*

**U. Discussion Regarding Appointments to Committees and Boards –**  
Sandra N. McCready, Town Clerk

*Item Deferred to next meeting.*

**V. FPL Solar Together -** Vice Mayor Tina Paul

*Item Deferred to next meeting.*

**W. Climate Environmental Collective Revised -** Vice Mayor Tina Paul

*Item Deferred to next meeting.*

**X. Interest Free Loans to Surfside Builders Granted by Former Mayor and**  
**Commission –** Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**Y. How our Zoning Protections Against Over-Development Were Gutted -**  
Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**Z. Amending Town Code Section 2-233 to Include Non-for-Profit –** Mayor  
Charles W. Burkett

*Item Deferred to next meeting.*

**AA. Amending Town Code Section 2-237 Business Relationships –**  
Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**BB. Speeding & Stop Sign Running -** Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**CC. Surfside Point Lake Subaqueous WM Crossing - Bid Documents –** Jason  
Greene, Interim Town Manager

*Item Deferred to next meeting.*

**DD. Beachwalk Trimming- Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**EE. Pool Deck Lighting for Extended Winter Hours- Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**FF. Community Center Second Floor – Staff Report** - Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**GG. Repeal of Ordinance No. 17-1662 Beach Furniture** – Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**HH. Designated (Painted) Walking Areas in the Residential District- Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**II. Procurement Expertise** – Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**JJ. Take Home Vehicles** - Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**KK. Recent and Significant Increase in Boat, Paddleboard and Kayak Use on Point Lake** – Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**LL. Comparison of 2006 Code to 2020 Code – Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**MM. Stormwater Masterplan - Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**NN. Securing Power Infrastructure: Timely Action Plan for Hurricane Season through accountability now by FPL, ATT and Atlantic Broadband – Staff Report** – Jason Greene, Interim Town Manager

*Item Deferred to next meeting.*

**OO. Amendment to the Tourist Board Ordinance** – Commissioner Nelly Velasquez

*Item Deferred to next meeting.*

**PP. Demolition by Neglect** - Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**QQ. Draft Ordinance Amending Definitions of Lot Coverage** - Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**RR. Zoning Rewrite “Acre” vs. “Gross Acre”** - Commissioner Eliana Salzhauer

*Item Deferred to next meeting.*

**SS. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett

*Item Deferred to next meeting.*

**TT. Purchase of the property located at 9540 Bay Drive (Pink House)** – Commissioner Nelly Velasquez

*Item Deferred to next meeting.*



**UU. Permanent Digital Sign – Commissioner Nelly Velasquez**

*Item Deferred to next meeting.*

**VV. Traffic Control Devices on 88<sup>th</sup> Street and Hawthorne Avenue –  
Commissioner Eliana Salzhauer**

*Item Deferred to next meeting.*

**WW. Cone of Silence/Secrecy – Mayor Charles Burkett**

*Item Deferred to next meeting.*

**XX. Gazette Revenue and Funding Sources – Mayor Charles Burkett**

*Item Deferred to next meeting.*

**YY. Resident Survey regarding kayak Launch – Vice Mayor Paul**

*Item Deferred to next meeting.*

**ZZ. Beach Raking – Commissioner Eliana Salzhauer**

*Item Deferred to next meeting.*

**AAA. Kayak Launch – Commissioner Eliana Salzhauer**

*Item Deferred to next meeting.*

**BBB. Taking Steps to Keep our Businesses Alive During COVID – Mayor Charles  
Burkett**

*Item Deferred to next meeting.*

***Thirty (30) Day Staff Report – Items from June 23, 2020 Special Town  
Commission Meetings***

**A. Miami Christmas Lights – Jason Greene, Interim Town Manager**

***Items Completed or Removed from Previous Agendas***

**A. Resolution Adopting an Amended Resiliency Reserve Policy  
Revision**

**B. Resolution Approving the March 17, 2020 Town of Surfside**

**Municipal Election**

- C. Resolution Abolishing the Sustainability and Resiliency Committee**
- D. Resolution Amending the Downtown Vision Advisory Committee**
- E. Resolution Reauthorizing the Parks and Recreation Committee**
- F. “Flash Your Lights”**
- G. Mandatory Face Mask in the Town of Surfside**
- H. Bandanas for Town Residents**
- I. Commission Meeting Starting Time at 6:00pm**
- J. Discussion Regarding Assistant Town Manager position and Action**
- K. Photovoltaic RFP**
- L. Facilities Review**
- M. Kayak Launch**
- N. Jacober Contract**
- O. Zambelli Fireworks Manufacturing**
- P. Small Business Survival Grant**
- Q. Review of Amendment No. 2 to Update No. 5 Town of Surfside Emergency Measures**
- R. Downtown Surfside Sidewalk Beautification - Plans and Studies -**  
*[Downtown Vision Advisory Committee to discuss]*
- S. Sidewalk on N 95<sup>th</sup> St between Abbott and Byron**
- T. Beach Raking**
- U. Community Digital Signs**
- V. Government Academy**
- W. Various Tourism Related Events, Initiatives, and Destination Marketing**
- X. Classification and Compensation Study**
- Y. Flooding/Drainage Improvements**
- Z. Abbott Avenue Drainage**
- AA. Police Body-Worn Camera System**
- BB. Care ACT Fund**
- CC. FY 2020 Budget Amendment**
- DD. Purchase of Additional Sewer Pump**
- EE. Planning and Zoning Board Membership Requirements Ordinance**
- FF. Tourist Board Membership Requirement Ordinances**
- GG. Resolution Renaming the Town’s Higher Education Scholarships to be called the “Arya Gray Memorial Higher Education Scholarship”**
- HH. Interlocal Shuttle System Report Update**
- II. Reconsideration of the Installation of Berms on 92<sup>nd</sup>**
- JJ. Staffing Hiring Freeze**
- KK. Undergrounding power lines – Staff Report**

- LL. Streamline Town Staffing**
- MM. Brightview Agreement (FKA Luke’s Landscape) Report and Follow up–Staff Report**
- NN. Replacement Bins for Trash and Recycling Receptacles Throughout Town**
- OO. Discussion and Action on Ballot Language for Undergrounding of Utilities**
- PP. Potential Ballot Question - P3/Lease or Sale of Town Property**
- QQ. Charter Amendments to affirm the limit of pay for elected officials to a maximum of \$1 per year, term limits for elected officials of 3 consecutive terms, or any part thereof, for both Mayor & Commissioners, a prohibition on the sale or leasing of any Town property without a referendum & a prohibition against any loan or borrowing of any type, which would put the Town into debt for more than 10% of its annual property tax revenue and which could not be fully amortized within a total of 5 years and restore development protections in the charter**
- RR. Star Cleaning Service (Street Sweeping)**
- SS. New Zoning Code-Procedural and Notice Requirements**
- TT. 92<sup>nd</sup> St Beach-end Improvements**
- UU. Develop Capital Improvement Plan (CIP)**
- VV. 10 Year Water supply Plan**
- WW. Various Parks & Recreation Related Events and Initiatives**
- XX. Dog Park – Removed by the Mayor on 08/11/2020**

**6. Adjournment**

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 11:13 p.m. The motion received a second from Commissioner Kesl. The motion carried with a 5-0 vote.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Charles W. Burkett, Mayor

Attest:

\_\_\_\_\_  
Sandra N. McCreedy, MMC  
Town Clerk



## **TOWN MANAGER'S REPORT**

**September 10, 2020**

### **COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS**

- I. **SEE CLICK FIX REPORT – Attachment “A”**
- II. **SOCIAL MEDIA (NEXTDOOR) REPORT – Attachment “B”**
- III. **DEVELOPMENT APPLICATION PROCESS (2009 – PRESENT) – Attachment “C”**
- IV. **TOWN DEPARTMENTS**

#### ***Code Compliance Division***

**A.** Code Violation Cases: As of August 28, 2020, the total number of active, open cases being managed is 186; of these cases, 71 cases are still under investigation and are working towards compliance; 13 cases are on-hold; 15 cases are in the Special Master hearing queue; 10 cases are in the post-hearing status; 2 cases have pending liens, 39 code cases have been issued liens and remain unpaid, and 36 service cases have been issued liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual 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 by the Town:

- FY 19/20: Through August 28, 2020, 102 cases have paid/settled for a total collection of \$94,000.
- FY 18/19: 143 cases paid/settled for a total collection of \$35,654.
- FY 17/18: 92 cases paid/settled for a total collection of \$29,576.

- FY 16/17: 117 cases paid/settled for a total collection of \$40,842.
- FY 15/16: 152 cases paid/settled for a total of \$137,282

### ***Finance Department***

Monthly Budget to Actual Summary as of July 31, 2020 – *Attachment "D"*

### ***Police Department***

#### ***A. Police Department Statistics (August 1 – August 24, 2020)***

- Traffic Citations – 74
- Parking Citations – 284
- Arrests – 8
- Dispatch Events – 1,270
- Incident/Crime Reports - 70
- Suspicious Person Checks – 16

#### ***B. Coronavirus (COVID-19) Update***

The Surfside Police Department has maintained situational awareness of the COVID-19 Pandemic Incident in coordination with Local, State, and Federal partner Agencies and through continued contact and information sharing with the Miami-Dade County Office of Emergency Operations-Emergency Operations Center. Our Department strives to maintain operational readiness, public preparedness, safeguarding the community, and enforcement of laws-ordinances-governmental orders.

#### ***C. Coronavirus (COVID-19) Related Actions:***

- Surfside Police Department personnel conducted beach and business checks for compliance with COVID-19 related County and Town Orders
- Surfside Police Department personnel continue to monitor and enforce the Miami-Dade County Emergency Orders. Surfside PD may issue Adult Civil Citations for:
  - Violations relating to adults not wearing masks/facial coverings; or persons gathering in groups in excess of ten persons
  - Violations relating to businesses not adhering to conditions of Miami-Dade County Emergency Orders (such as: employees not wearing masks/facial coverings, restaurants serving food to persons eating inside of the business, etc.)
- Daily Communications with Miami-Dade Emergency Operations Center
- Miami-Dade EOC WebEOC COVID-19 Municipal Protective Actions - Situation Reports
- Daily Patrol Shift Monitoring of Street Ends at Waterways

*D. Police Events/Community Outreach*

- Monthly community events (Bike with the Chief and Coffee with the Cops) are cancelled until further notice due to Covid-19 and will resume as soon as possible
- The Mobile DMV will be rescheduled as soon as possible
- The Surfside Police Department hosted a community blood drive on September 2, 2020 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Mystic Force Foundation held the 3rd Annual Childhood Cancer Police Car Initiative and Gold Ribbon Childhood Cancer Parade on September 5, 2020. The parade departed from Nicklaus Children's Hospital at 10:00 a.m. and concluded at the North Miami Police Department. Police Departments throughout Miami-Dade County and elected officials in support of our littlest heroes battling Childhood Cancer participated in this momentous event. Officer Micah Smith proudly represented the Surfside Police Department at this event.
- The Shred-A-Thon and DEA Drug Take Back has been rescheduled for October 24, 2020

Respectfully submitted by:



Jason D. Greene, Interim Town Manager

Requests filtered by request category that have been created 08/01/2020 - 08/31/2020

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	5	2	0
Code Compliance (Violation)	3	0	
Graffiti (PW)	1	0	
Other	1	0	
Police (Safety Concern)	1	0	
Utilities (Water/Sewer) (PW)	1	0	

Requests filtered by request category that have been created 01/01/2014 - 08/31/2020

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	224	211	13
Code Compliance (Safety Concern)	99	98	20.3
Code Compliance (Violation)	163	160	18.3
Community Center (P & R)	11	9	8.1
Dog Stations (P & R)	15	15	3.1
Drainage/Flooding (PW)	37	34	17
Graffiti (PW)	4	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	270	268	15.6
Police (Safety Concern)	87	86	5.8
Pothole (PW)	6	6	18.4
Solid Waste (Commercial) (PW)	7	7	4.8
Solid Waste (Residential) (PW)	27	27	14.1
Street lights (PW)	61	59	84.3
Surfside Dog Park (P & R)	9	9	0.2
Utilities (Water/Sewer) (PW)	43	34	7.2
Barking Dog	12	12	13.2
Beach Patrol	5	5	2.1
Parking Issue	103	103	2.1
Construction Issues	42	40	10.3
Dead Animal	5	5	8.7





## MEMORANDUM

**To:** Jason Greene, Interim Town Manager

**From:** Rachel Pinzur, Public Information Representative

**Date:** August 28, 2020

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

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As part of the Town's communication strategy, the Public Information Representative (PIR) uses Nextdoor to provide residents with helpful information especially amid the coronavirus crisis and to further direct strategy based on matters that are important to residents. Nextdoor is only one of several communication channels used to reach residents including the Town's at-risk seniors and most vulnerable communities.

During the month of August, the PIR continued to publish posts pertaining to the COVID-19 pandemic; communicated about the Wyland National Mayor's Challenge for Water Conservation; sent out hurricane preparation reminders; reminded residents about the August Primary Election and distributed various advisories including traffic alerts, no swim advisory and Town Commission notices. Residents can find valuable COVID-19 updates on the Town website.

The Town of Surfside remains committed to staying on top of the most up-to-date information in order to make informed decisions to help safeguard the Surfside community. As the situation is changing rapidly, the Town provides regular updates as new information emerges.

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

Last updated on 7/27/2020

DEVELOPMENT APPLICATION PROCESS (2009 - PRESENT)															
Application Date	Location	Project Description	Zoning Process				Density/Intensity		Variances		Building Permit			Construction Status	
			DRG	P&Z	TC	Site Plan Extension	Allowed	Approved	Requested	Received	Application No.	Issuance	Status		
12/29/2009	9200 Collins Ave	Surfside Hotel - Proposed surfside hotel consisting of 183 hotel units, 4 stories and adjacent 3 stories garage	1/13/2010, 2/3/2010	2/25/2010	5/10/2011			242 units	175 units	None	None	13-377	1/13/2014	Issued	Completed
1/6/2010	9580 Abbott Ave	Young Israel - Construction of Jewish orthodox temple containing 371 seats and a maximum building height of 40 feet	1/20/2010, 2/2/2012	3/29/2012	4/10/2012			Negotiated settlement to determine buildable area and setbacks		Approved through Settlement agreement not variance. Settlement determined setbacks.	None	13-118	5/5/2014	Issued	Completed
5/4/2011	9449 & 9418 Collins Ave	Grand Beach-341 room hotel	5/18/2011, 6/15/2011	7/28/2011	9/13/2011			341 units	341 units	None	None	12-144	5/5/2012	Issued	Completed
7/17/2012	9379, 9365 & 9349 Collins Ave	Chateau Ocean Residences - Demolition of existing 92-room hotel; construction of 90-unit residential condominium building and accessory amenities	8/12/2012, 9/11/2012	12/4/2012	1/24/2013			325 units	85 units (however approximately 58 were built)	None	None	14-132	9/24/2014	Issued	Completed
Original submittal: 7/13/2012 Site plan amendment: 4/16/16	9011 Collins Ave	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	7/31/2013, 8/23/2012, site plan amendment: 9/27/2012, 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017	Original site plan: 9/27/2012, site plan amendment: 8/31/2017	Original site plan: 10/15/2012, site plan amendment: 10/10/2017			762 units	257 units	None	None	13-727	6/27/2014	Issued	Under Construction
7/20/2012	9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	2/11/2013, 3/27/2013, 7/9/2013	2/27/2014	10/28/2014			3 story expansion of 8,558.9 square feet		None	None	14-509	11/12/2015	Issued	Under Construction
3/15/2015	201, 203, 205, 207, 209 & 215 88th St 8809 Harding Ave	Surfside Condos - redevelopment of (7) parcels into single unified condo development	4/2/2015, 6/3/2015	8/27/2015	12/8/2015			65 units	28 units	None	None	16-569		Plans approved, waiting on GC	Pending selection of GC
8/12/2015	9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure	9/4/2015, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018		Applicant has requested extension of approval by TC on 7/28 TC Meeting.	199 units	48 condominium units, 31 hotel rooms	None	None			Has not applied for permit yet.	
Original submittal: 2/11/2016 Revised submittal: 5/31/18	9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/17/18	Original approval: 11/10/2016, Approved February 26, 2019.	Original approval: 11/10/2016, Approved February 26, 2019.		Request submitted to extend approval due to emergency declaration (hurricane Dorian)	250 units	Request is for 205 units	None	None	18-610		Has not applied for permit yet	
5/4/2016	8955 Collins Ave	Residential Condominiums	6/20/2016, 7/27/2016	10/27/2016	11/10/2016			110 units	16 units	None	None	16-602	12/26/2017	Issued	Under Construction
Oct-16	9116 Harding Ave	303 Surfside - 4 Townhouses	11/2/2016, 2/7/2017, 5/18/2017	6/27/2018	4/14/2018			8 units	4 units	None	None			Has not applied for permit yet	
5/19/2017	8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building	6/19/2017, 8/24/2017, 9/28/2017	2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19	Scheduled for 12/10/19			99 units	Current request has not been scheduled for commission yet. Request is for 34 units	Has not been scheduled for TC until recommendation from properties (Landscape Buffer).	None			Has not applied for permit yet	
Original submittal: 10/26/2017	Abbott Lot	Unsolicited Proposal (P3)													Terminated
Original Submittal: 1/06/2015 Revised submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018	8851 Harding Avenue	18 multi-family units	01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018	01/31/19 PZ recommended approval	Denied by the Commission			33 units	Request is for 18 units	1 requested: Section 90-82, - Off-street loading requirements (Loading Space Size).	Approved				Denied
7/3/2019	9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	N/A	8/29/2019	10/29/19					1 requested: eliminate landscaping along the north side of the building.	Approved				
1/7/2020	9340 Collins Avenue	Eden request to demolish and rebuild historic structure.	N/A	Deferred 1/30/20	Applicant withdrew the site plan						Withdrawn				Withdrawn by the applicant
1/7/2020	8926 Collins Avenue	Arre request to have FPL vault encroachment into landscape buffer.	N/A	1/30/2020	2/11/2020					Landscape buffer	Approved				

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2020**  
**As of JULY 31, 2020**  
**83% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

September 10, 2020

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>GENERAL FUND - 001</b>			
REVENUE	\$ 16,560,399	\$16,549,272	100%
EXPENDITURES	11,979,537	\$16,549,272	72%
Net Change in Fund Balance	4,580,862		
Fund Balance-September 30, 2019 (Audited)	14,984,105 <sup>A</sup>		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 19,564,967</u>		
<b>TOURIST RESORT FUND - 102</b>			
REVENUE	\$ 2,362,989	\$3,308,050	71%
EXPENDITURES	1,838,678	\$3,308,050	56%
Net Change in Fund Balance	524,311		
Fund Balance-September 30, 2019 (Audited)	1,640,525		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 2,164,836</u>		
<b>POLICE FORFEITURE FUND - 105</b>			
REVENUE	\$ 130,300	\$101,300	129%
EXPENDITURES	76,703	\$101,300	76%
Net Change in Fund Balance	\$ 53,597		
Fund Balance-September 30, 2019 (Audited)	105,725		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 159,322</u>		
<b>TRANSPORTATION SURTAX FUND - 107</b>			
REVENUE	\$ 191,881	\$276,000	70%
EXPENDITURES	135,561	\$276,000	49%
Net Change in Fund Balance	56,320		
Fund Balance-September 30, 2019 (Audited)	328,377		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 384,697</u>		
<b>BUILDING FUND - 150</b>			
REVENUE	\$ 462,133	\$1,517,713	30%
EXPENDITURES	1,041,972	\$1,517,713	69%
Net Change in Fund Balance	(579,839)		
Fund Balance-September 30, 2019 (Audited)	2,563,517		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 1,983,678</u>		
<b>CAPITAL PROJECTS FUND - 301</b>			
REVENUE	\$ 2,017,492	\$2,050,000	98%
EXPENDITURES	124,727	\$2,050,000	6%
Net Change in Fund Balance	1,892,765		
Fund Balance-September 30, 2019 (Audited)	3,048,583		
Fund Balance-July 31, 2020 (Reserves)	<u>\$ 4,941,348</u>		

**NOTES:**

\* Many revenues for July 2020 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.

A. Includes \$2,000,000 available for hurricane/emergencies. The balance of \$12,984,105 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 2,688,295	\$4,424,500	61%
EXPENDITURES	2,707,036	\$4,424,500	61%
Change in Net Position	(18,741)		
Unrestricted Net Position-September 30, 2019	(2,367,098)		
Unrestricted Net Position-July 31, 2020 (Reserves)	<u>\$ (2,385,839)</u>		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 985,571	\$1,333,618	74%
EXPENDITURES	971,835	\$1,333,618	73%
Change in Net Position	13,736		
Unrestricted Net Position-September 30, 2019	1,198,948		
Unrestricted Net Position-July 31, 2020 (Reserves)	<u>\$ 1,212,684</u>		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 1,247,551	\$2,132,673	58%
EXPENDITURES	1,729,206	\$2,132,673	81%
Change in Net Position	(481,655)		
Unrestricted Net Position-September 30, 2019	641,636		
Unrestricted Net Position-July 31, 2020 (Reserves)	<u>\$ 159,981</u>		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 613,659	\$1,034,704	59%
EXPENDITURES	682,277	\$1,034,704	66%
Change in Net Position	(68,618)		
Unrestricted Net Position-September 30, 2019	3,200,132		
Unrestricted Net Position-July 31, 2020 (Reserves)	<u>\$ 3,131,514</u>		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 795,710	\$987,346	81%
EXPENDITURES	766,423	\$987,346	78%
Change in Net Position	29,287		
Unrestricted Net Position-September 30, 2019	585,363		
Unrestricted Net Position-July 31, 2020 (Reserves)	<u>\$ 614,650</u>		



Jason D. Greene, Interim Town Manager/Finance Director

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2016 - July 2020**

FUND	9/30/2016	9/30/2017	9/30/2018	9/30/2019	7/31/2020	CAGR <sup>(a)</sup>
General	\$ 7,368,408	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 19,564,967	26.7%
Tourist Resort	363,407	469,880	356,313	1,640,525	2,164,836	65.3%
Police Forfeiture	141,755	164,933	159,527	105,725	159,322	-9.3%
Transportation Surtax	354,264	388,363	263,292	328,377	384,697	-2.5%
Building	-	1,742,910	2,760,673	2,563,517	1,983,678	-3.6%
Capital Projects	1,154,352	576,122	2,158,902	3,048,583	4,941,348	38.2%
Water & Sewer	(2,827,890)	(3,048,579)	(2,546,398)	(2,367,098)	(2,385,839)	-5.8%
Municipal Parking	1,111,941	811,013	943,315	1,198,948	1,212,684	2.5%
Solid Waste	245,941	429,743	601,201	641,636	159,981	37.7%
Stormwater	3,392,370	3,264,379	3,203,878	3,200,132	3,131,514	-1.9%
Fleet Management	-	-	-	585,363	614,650	N/A
<b>Total</b>	<b>\$ 11,304,548</b>	<b>\$ 13,259,566</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,813</b>	<b>\$ 31,931,838</b>	<b>29.6%</b>

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



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

**TO: Mayor and Town Commission**

**FROM: Lillian M. Arango, Town Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.**

**CC: Jason Greene, Interim Town Manager**

**DATE: September 2, 2020**

**SUBJECT: Office of the Town Attorney Report for September 10, 2020**

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

August 5, 2020 – Virtual Joint Town Commission Meeting & Budget Advisory Committee  
August 11, 2020 – Virtual Regular Town Commission Meeting  
August 18, 2020 – Virtual Special Town Commission Meeting – Manager Recruitment Process  
August 20, 2020 – Virtual Budget Advisory Committee Meeting  
August 20, 2020 - Virtual Planning & Zoning Board Orientation Meeting  
August 25, 2020 - Virtual Special Town Commission Meeting  
August 27, 2020 - Virtual Planning & Zoning Board Meeting

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

contacting Governor DeSantis early in the COVID-19 pandemic to seek approval by Emergency Order 20-69 for virtual commission meetings to ensure that the Town Commission could continue meeting and conducting essential Town business and implementing policy. The Firm assisted with the preparation and adoption of rules governing virtual meeting or communications media technology for public meetings during the COVID-19 health emergency, as required by Governor DeSantis' Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." The Firm has also assisted the Town with the preparation of various emergency measures or orders due to the COVID-19 health pandemic. With the appointment of new Boards and Committee members, members of the Firm provided various orientation sessions to members regarding Sunshine Law, Public Records Law, Ethics and Board/Committee procedures.

**Commission Support:**

Attorneys of the firm have worked with members of the newly elected Town Commission to transition and address concerns and research specific issues and are always available, either in the office or by phone or email. The COVID-19 health pandemic has created additional challenges, and inhibited our ability to personally meet with members of the Town Commission. We appreciate your support as we continue our third year of service and work in implementing new policy directives.

**Staff Support:**

Members of the firm have provided extensive support to Town administration and staff during the recent COVID-19 health pandemic, and addressed a variety of issues and assisted with the Town's response to the crisis. The Firm provides regular information and orders issued by the State, the County and other municipalities in response to COVID-19.

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review, preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process, various solicitations (RFQs and RFPs) and agreements, IT related agreements, ADA compliance agreements, Code enforcement and interpretation, attendance at Special Master Hearings, beach furniture operator permits and

administration, ethics issues and requirements, police related issues and matters, vehicle purchases for Town Departments, building permit and enforcement issues, subpoenas and public records requests, research, litigation support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, and various procurements and service provider contracts for Town Departments.

**Key Issues:**

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

- Code of Ethics and Lobbying Code
- Roof Height Ordinance
- Freeboard Ordinance
- Sign Code Amendment Ordinance
- Amendments to the Town's Purchasing Code and Cone of Silence
- Anti-Semitic Ordinance
- Pension Board Ordinance
- Tree Planting and Mulch In the Public Right Away Ordinance
- Ethics Ordinance
- Driveway Modifications
- Ordinance Banning Plastic Straws and Resolution Establishing Fees/Fines for Violations
- Solar Panel Permitting Ordinance and Resolution Providing for Waiver of Fees and Expediting of Permit Process
- Ordinance Lifting Prohibition on Surfboards
- Ordinance on Building Lengths and Building Separations
- Ordinance Revising Development Application Procedures
- Ordinance on Marine Turtle Lighting
- Ordinance on Development Approvals Procedures
- Ordinance on Cone of Silence Procurement Process
- Sensible Gun Reform Resolution
- Plastic Bag Ban Legislation and Analysis
- Tourist Board Agreements and Procurement



- Public Records and Subpoena Requests for Documents
- Sustainability Initiatives and Legislation
- Firearm Preemption Lawsuit
- Beach Furniture Ordinance and Regulations
- Comprehensive Plan Amendments
- Solid Waste Service Assessment Ordinance, and accompany Preliminary and Final Rate Resolutions
- PACE District Agreements
- Aggregation of Single Family Lots Ordinance
- DIC/DRG/DRB Procedures Ordinance
- Building Length Ordinance & Grandfathering Amendments
- Beach Re-nourishment
- Recycling Agreement
- Agreement for Landscape Maintenance Services
- Agreement for Concession Services at the Community Center
- Agreement for Tourist Board Marketing Services
- Ordinance for Reasonable Accommodations Procedures
- Ordinance Amending Secondary Frontage Fence and Ornamental Wall Regulations
- Ordinance Amending Plastic Straw Ban Ordinance
- Ordinance Corner Lot Fencing
- Ordinance Amending Ethics Code to Require Disclosure of Business Relationships
- Ordinance on Hotels in H40 District
- Ordinance Banning the Sale and Distribution of Sunscreens Containing Oxybenzone and/or Octinoxate
- Request for Proposals (RFP) for Downtown LED Lighting
- Florida Friendly Landscape and Fertilizer Ordinance
- State of Florida Model Flood Ordinance
- Parking Waiver Ordinance (and Extension) for Business District
- Ordinance Regulating Single-Use Plastics and Repeal of Ordinance
- Ordinance Regulating Hurricane Shutters
- Ordinance Regarding Waiver of Lobbyist Registration Fees for Town Businesses.

- Ordinance Amending Qualifying Dates for March 17, 2020 Election
- Ordinance Restricting Hotel Accessory Uses in H40 District South of 93 Street
- Resolution and Preparation of Adoption of Travel, Transportation and Meal Policy for Town Officials and Employees
- Resolutions Adopting Proposed 2019/2020 Millage Rate and Budget
- Regulation of Herbicides/Glyphosate
- Ordinance Establishing Limitations for Hotels in the H40 District South of 93 Street
- Renewal/Amendment of Post Office Lease with USPS
- Ordinance on Residential Setbacks
- Text Messaging Policy for Town Employees
- Resolution Declaring Climate Crisis
- Resolution Adopting Climate Crisis Report
- Ordinance Amending Purchasing Code
- Ordinance on Artificial Turf
- Ordinance Repealing Aggregated Setbacks
- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic.
- Contract Review Related to COVID-19 health pandemic.
- Resolution Establishing Budget Committee
- Resolution On Parks and Recreation Committee
- Resolution Revising Down Vision Advisory Committee (DVAC) Charter
- Resolution Revising Resiliency Reserve Fund Policy
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- Ordinance Revising Planning & Zoning Board Membership to Add Resiliency Member
- Ordinance Revising Resort Tax Board Membership to Add Resiliency Member
- Resolution Combatting Hate Due to COVID-19 Health Pandemic
- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement

- Resolution Re Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services
- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town Land, and Indebtedness Restrictions
- Resolution Approving Waste Connections for Recycling Services
- Resolution Approving Interlocal Agreement with Miami-Dade County CARES Act
- Resolution Approving Miami-DADE County Local Mitigation Strategy 2020 (LMS)

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

No report at this time. Information on pending litigation has or will be provided individually to members of the Town Commission, as needed.

**Special Matters:** Continued monitoring of new case law and legislation from Federal, State and County, including implementation of adopted House and Senate Bills for the 2020 Florida Legislative Session. Matters which we will continue to work on and anticipate in the upcoming months include, implementation of various policy directives from the Mayor and Town Commissioners, orientation and training of Commissioners and Board and Committee Members related to Sunshine Law, Public Records Law and Ethics, issues related to the COVID-19 health pandemic, including issuance and implementation of various emergency orders and measures, review of existing contracts for services related to the COVID-19 pandemic, review of utility/franchise agreements and address existing telecommunication facilities in the Town's rights-of-way, revised or replacement beach furniture ordinance, short term rentals ordinance, review of revenue utility bonds and reduction of water/sewer rates, review and analysis of Resort Tax and Tourist Board legislation, procurement of professional services and contracts, FAA revised NextGen flights paths and providing comments/objections to the FAA regarding the draft Environmental Assessment Report, review and policy implementation of revisions to Zoning Code and Map, review and monitoring of all Development Orders and approvals, police matters and agreements, stormwater utility fees' methodology and collection, re-imposition of solid waste assessment by initial and final rate resolutions, RFQs for Planning Services, Engineering

Services, Abbott Avenue Drainage project, landscaping services and shuttle and transportation services, Referendum and Charter amendments, election assistance, various procurements and service or provider agreements for Town improvements, facilities and programs, and FY 2020/2021 budget preparation and approval.



## Town of Surfside

### TOURIST BOARD MEETING MINUTES

**March 2, 2020– 5:30 p.m.**

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

#### Opening Items:

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

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

Present: Chair, Barbara Cohen  
Vice Chair Lisa Herman  
Board Member Charles Kesl

Absent: Board Member Cornelia Samara  
Board Member Neil Goodman

Also present: Duncan Tavares, Assistant Town Manager  
Haydee Sera, Town Attorney  
Michael Karukin, Town Commission Liaison  
Evelyn Herbello, Deputy Town Clerk  
Frank Trigueros, Interim Tourism Director

##### 2. Welcome– Chair Barbara Cohen

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

Interim Tourism Director Trigueros gave an update of the Resort Tax Revenue Accounts Receivable Report.

##### 4. Approval of Meeting Minutes: February 3, 2020

A motion was made by Board Member Kesl to approve the February 3, 2020 minutes, seconded by Vice Chair Herman. All voted in favor with Board Member Samara and Board Member Goodman absent.

##### 5. Quarter 1 Marketing Review by Jacober Creative

Luisa Jimenez, Brand Strategist, Jacober Creative, provided the Board with the Quarter 1 Marketing Review.

Board Member Kesl commented regarding the dead links and why the system did not pick up on the issue. He also asked Jacober Creative what are their best practices.

Luisa Jimenez, Jacober Creative, stated that they are not broken links but slow websites due to the fact that they come from external sites and links that needed to be updated. She answered further questions asked by Board Member Kesl.

Interim Tourism Bureau Director Trigueros responded to Board Member Kesl's question.

Assistant Town Manager Tavares also addressed questions from Board Member Kesl regarding the time frame of when the site was down.

Vice Chair Herman asked if they are cross promoting when they place it on social media.

Luisa Jimenez, Jacober Creative, answered Vice Chair Herman's question stating that they do and gave the number of posts per week on social media.

Assistant Town Manager Tavares asked Luisa Jimenez, Jacober Creative, to explain the vetting process on posts tagging the Town of Surfside.

Luisa Jimenez, Jacober Creative, explained to the Board the vetting process on posts, tags and permission for access and how it is placed in a social media platform.

Assistant Town Manager Tavares further explained to the Board the issues that have been encountered in obtaining certain content for it to be able to be user generated.

Further discussion took place among the Board Members, Luisa Jimenez, Jacober Creative and staff regarding the marketing plan, ROI and how much business and users are being tracked.

Board Member Kesl gave an option of possibly having a ribbon cutting for new downtown businesses assisting in the promotion of those businesses. He also asked if it could be added to the Town's website.

Chair Cohen commented on the coupons in newsletters for new restaurants during the summer, but has noticed that many have not participated.

Assistant Town Manager Tavares addressed the issues they had with the coupons and restaurants and they will look into it.

Further discussion took place among the Board and staff on ways to encourage the businesses to participate with the Town and help the businesses with their marketing and social media.

Commissioner Karukin commented on DVAC's promotion of new businesses.

Assistant Town Manager Tavares advised the Board that at the next meeting they can provide a comprehensive review of what DVAC does so the Board can be more aware of their function.

**6. Quarter 1 Anything But Advertising Public Relations Review – Frank Trigueros**

Interim Tourism Director Trigueros provided the Board with the Quarter 1 Anything But Advertising public relations review along with a presentation with the summary highlights.

**7. Welcoming Carolyn Izzo Integrated Communications – Public Relations Contract, Finalized Scope of Work**

Interim Tourism Director Trigueros provided an update on the new Public Relations Contract with Carolyn Izzo Integrated Communications and advised the Board they are finalizing the scope of work and contract.

Board Member Kesl asked who were the individuals on the Evaluating Committee.

Assistant Town Manager Tavares answered Board Member Kesl's question stating that the Tourist Board selected Chair Cohen to be part of the Evaluation Committee as well as Interim Tourism Bureau Director Trigueros, Assistant Town Manager Tavares and other individuals.

**Discussion Items:**

**1. New Mission and Vision Statement**

Chair Cohen stated that they have been using the current mission and vision statement and due to the elections coming up, she suggests to defer this item until the April 6, 2020 meeting.

A motion was made by Vice Chair Herman to defer this item to the April 6, 2020 meeting. The motion received a second from Board Member Kesl. All voted in favor with Board Member Samara and Board Member Goodman absent.

**2. Web and Social Media Marketing, Projections, Assessments, Knowing the Competition, Maximizing ROI – Board Member Charles Kesl**

Board Member Kesl gave a presentation of the item with the materials that was presented to the Board and what benchmarks can be added to help the Town grow.

Greg Shaughnessy, Search Marketing, Jacober Creative, spoke on the item stating that the information was inaccurate. He also commented that this was made for a desktop and not for mobile phone. He stated that individuals do their searches on mobile phones. He also stated that trying to engage local businesses people/tourists is done by using mobile phones and when you look at website use and the amount of traffic it is 86% mobile phone use.

Assistant Town Manager Tavares commented on Board Member Kesl's report and asked Jacober Creative to address the concerns on the report and come up with what exactly can be added to what is being done that can make it more relatable.

Interim Tourism Director Trigueros commented on the presentation made by Board Member Kesl and stated that they are looking at areas that can be reached as it comes from the public relations point of having benchmarks and ways of integrating it.

Further discussion continued among Board Member Kesl, Jacober Creative and staff regarding the presentation and Assistant Town Manager Tavares explained that everything is not handled by just one company.

Assistant Town Manager Tavares suggested to revisit the Strategic Plan as well as the Marketing Plan that was part of the RFP process and possibly refocusing on some of the items.

**3. Quality Control, Quality Assurance – Board Member Charles Kesl**

Board Member Kesl presented the item, the budget as well as the user generated content. He also spoke regarding ADA compliancy.

Assistant Town Manager Tavares addressed the budgetary process and advised the Board of the budget and what areas the monies are allocated.

**4. Sponsorship Application: Farmer's Market Enhancement – Javier Valmana**

Interim Tourism Director Trigueros introduced the item and provided the Board members with a copy of the application.

Assistant Town Manager Tavares spoke about the work that Mr. Valmana has been doing with the Farmer's Market.



Javier Valmana, Farmer's Market Enhancement, spoke regarding his application and work with the engagement of the community. He discussed some issues he has run into; one being not having the right infrastructure which affects the resident's enjoyment. He would like to add lighting, entertainment and tents for the residents.

Chair Cohen asked Mr. Valmana how much furniture was he looking at purchasing.

Mr. Valmana answered Chair Cohen's question and stated that he is looking at purchasing something that would fit with the Town of Surfside look. He would like to have chairs, umbrellas and entertainment.

Board Member Kesl asked regarding the success of the Farmer's Market and the vendors that participated.

Mr. Valmana answered Board Member Kesl's question that at times the number of vendors have gone down due to not having the proper infrastructure.

Interim Tourism Bureau Director Trigueros asked Mr. Valmana to share with the Board his experience and how the lack of proper infrastructure affects the Farmer's Market.

Discussion took place among the Board and staff regarding storage of the equipment, the furniture being purchased, and possible cost savings by using the same furniture for other events.

A motion was made by Board Member Kesl to defer the item to the April 6, 2020 meeting. The motion died for a lack of a second.

Town Attorney Sera stated that they will draft a letter with the conditions that come with the grant and asked if the Board wanted additional conditions imposed.

A motion was made by Chair Cohen to approve the sponsorship application in the amount of \$3,500 with the conditions imposed by the Tourist Board to include acoustical entertainment, provide the Tourist Bureau with an inventory of the furniture purchased, he will be responsible for the storage of the furniture, and once his contract ends, the furniture will be returned to the Tourism Bureau. The motion received a second from Vice Chair Herman. All voted in favor with Board Member Samara and Board Member Goodman absent.

**5. Next Meeting: Monday, April 6, 2020 at 5:30 p.m.**

Assistant Town Manager Tavares provided the Board with the next meeting date of April 6, 2020 at 5:30 p.m.

Consensus was reached by the Board agreeing to hold the next meeting on April 6, 2020 at 5:30 p.m.

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

Chair Cohen opened the floor to public comment.

There being no one from the public signed up to speak, Chair Cohen closed the floor to public comment.

**7. Adjournment**

There being no further business to discuss before the Tourist Board, Board Member Kesl made a motion to adjourn the meeting, seconded by Vice Chair Herman. All voted in favor with Board Member Samara and Board Member Goodman absent.

The meeting adjourned at 8:01 p.m.

Respectfully submitted:

Accepted this 4 day of August, 2020

  
\_\_\_\_\_  
Lisa Herman, Chair

Attest:

  
\_\_\_\_\_  
Evelyn Herbello  
Deputy Town Clerk



# MEMORANDUM

ITEM NO. 3E

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

**From:** Jason Greene, Interim Town Manager

**Date:** September, 10<sup>th</sup>, 2020

**Subject:** Resolution authorizing the Mutual Aid Agreement between the Town of Surfside and the City of Miami.

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It is the responsibility of the governments of the Town of Surfside, Florida, and the City of Miami, Florida, to ensure the public safety of their citizens by providing adequate police service to address any foreseeable routine or emergency situation; and because of the existing and continuing possibility of the occurrence of law enforcement problems and other natural or manmade conditions which are likely to be, beyond the control of the services, personnel, equipment or facilities of the participating police departments; these municipalities have the authority to enter into a Mutual Aid Agreement in order to adequately address any and all of these conditions, to protect the public peace and safety, and to preserve the lives and property of the people of the municipalities. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding police operations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies and the City of Miami Police Department has been one of them for years. The Town of Surfside Police Department and the City of Miami Police Department benefit and have determined it is advantageous for public safety to receive and extend mutual aid in the form of law enforcement services and resources.

The new Mutual Aid Agreement between the Town of Surfside Police Department and the City of Miami Police Department will be in effect upon execution and approval by both parties and shall continue in full force and effect until September 1, 2025. Under no circumstances may this agreement be renewed, amended, or extended except in writing. The Town of Surfside requires approval and authorization to enter into the new Mutual Aid Agreement at the request of the City of Miami.

Staff recommends a motion to approve a resolution authorizing the Mutual Aid Agreement between the Town of Surfside, Florida, and the City of Miami, Florida.

Prepared by: Chief Julio Yero

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL AID AGREEMENT WITH THE CITY OF MIAMI; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town is responsible for ensuring the public safety of residents and businesses of the Town of Surfside (the “Town”) by providing adequate levels of public services, including police protection and services; and

**WHEREAS**, there may be natural or manmade disasters, emergencies, and other major law enforcement problems that may cross jurisdictional boundaries; and

**WHEREAS**, Chapter 23, “Florida Mutual Aid Act,” of the Florida Statutes authorizes municipalities to enter into Mutual Aid Agreements for the rendering of law enforcement assistance across jurisdictional boundaries; and

**WHEREAS**, the Town Commission wishes to approve the law enforcement Mutual Aid Agreement between the Town and the City of Miami for voluntary cooperation and operational assistance (the “Agreement”), in substantially the same form attached hereto as Exhibit “A,” which provides the residents and businesses of the Town with assurances of adequate levels of law enforcement services; and

**WHEREAS**, the Town Commission finds that the Agreement and this Resolution is in the best interest and welfare of the Town.

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

**Section 1.** **Recitals.** The above-stated recitals are true and correct and are incorporated herein by this reference.

**Section 2. Approval.** That the Town Commission approves the Agreement in substantially the same form attached hereto as Exhibit "A."

**Section 3. Authorization and Implementation.** The Town Manager and Town Chief of Police are authorized to execute the Agreement, attached hereto as Exhibit "A." The Town Manager and Chief of Police are hereby further authorized to do all necessary things to implement the Agreement and the purposes of this Resolution, including the execution of any renewal agreements with the City of Miami.

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

**PASSED AND ADOPTED** on this \_\_\_\_\_ day of September, 2020.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Charles Kesl \_\_\_\_\_  
Commissioner Eliana R. Salzhauer \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Tina Paul \_\_\_\_\_  
Mayor Charles W. Burkett \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, 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

# City of Miami



Victoria Méndez  
City Attorney

Telephone: (305) 416-1800  
Telecopier: (305) 400-5071  
E-MAIL: Law@miamigov.com

August 25, 2020

Julio Yero, Chief of Police  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154

RE: City of Miami Police - Mutual Aid Agreement with participating Municipalities –  
Town of Surfside

Dear Chief Yero:

Attached please find our standard Combined Voluntary Cooperation and Operational Assistance Mutual Aid Agreement between the City of Miami and the Town of Surfside, for your review and consideration. Please return to our office once the Town of Surfside has executed the agreement so that the City of Miami can execute as well and file a copy of the fully executed Mutual Aid Agreement with FDLE, in compliance with administrative reporting requirements of the Mutual Aid Act (F.S. §23.1225(4)).

We look forward to the continued working relationship between our two departments. Should you have any questions, please do not hesitate to contact our office at (305) 603-6110.

Sincerely,

*/s/ Juan C. Perez*  
Juan Carlos Perez  
Sr. Assistant City Attorney  
[JPerez@miami-police.org](mailto:JPerez@miami-police.org)

**COMBINED VOLUNTARY COOPERATION AND  
OPERATIONAL ASSISTANCE  
MUTUAL AID AGREEMENT  
BETWEEN  
THE CITY OF MIAMI, FLORIDA AND  
THE TOWN OF SURFSIDE, FLORIDA**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 3500 Pan American Drive, Miami, Florida 33133, and the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation having its principal office at 9293 Harding Avenue, Surfside, Florida 33154, and states as follows:

**WHEREAS**, it is the responsibility of the governments of the City of Miami, Florida, and the Town of Surfside, Florida, to ensure the public safety of their citizens by providing adequate levels of police services to address any foreseeable routine or emergency situation; and

**WHEREAS**, there is an existing and continuing possibility of the occurrence of law enforcement problems and other natural and man-made conditions which are, or are likely to be, beyond the control of the services, personnel, equipment, or facilities of the City of Miami Police Department or the Town of Surfside Police Department; and

**WHEREAS**, the City of Miami and the Town of Surfside are so located in relation to each other that it is in the best interest and advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to:

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or man-made disasters or emergencies as defined under Section 252.34, Florida Statutes; and

- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

**WHEREAS**, the City of Miami and the Town of Surfside have the authority under The Mutual Aid Act, Chapter 23, Part I, Florida Statutes, to enter into a combined mutual aid agreement for law enforcement services which:

- (1) Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines; and
- (2) Provides for rendering of assistance in a law enforcement emergency.

**NOW, THEREFORE, BE IT KNOWN**, that the City of Miami, a political subdivision of the State of Florida, and the Town of Surfside, a political subdivision of the State of Florida, in consideration for mutual promises to render valuable aid in times of necessity, do hereby agree to fully and faithfully abide by and be bound by the following terms and conditions.

**SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION**

Each of the aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may provide voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines. The nature of the law enforcement assistance to be rendered shall include but not be limited to:

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Surfside for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business



outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.

- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and the Town of Surfside for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional waters of the City of Miami and the Town of Surfside for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.
- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, areas searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of Miami and Town of Surfside for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicles thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

Prior to any officer taking enforcement action pursuant to paragraphs (a) through (e) above, the officer shall notify the jurisdiction in which the action will be taken, unless exigent circumstances prevent such prior notification, in which case notification shall be made as soon after the action as practicable. If the agency having normal jurisdiction responds to the scene the assisting agency's officer may turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report documenting the event and the action taken.

These provisions are not intended to grant general authority to conduct investigations, serve warrants and/or subpoenas or to respond without request to emergencies already being addressed by the agency of normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals whom the law enforcement officer may encounter.

## **SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE**

The aforesaid law enforcement agencies hereby approve and enter into this agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not necessarily be limited to dealing with, the following:

1. Joint multi-jurisdictional criminal investigations
2. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
3. Any natural, technological or manmade disaster.
4. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and electrical power failures.
5. Terrorist activities including, but not limited to, acts of sabotage.

6. Escapes from, or disturbances within, prisoner processing facilities.
7. Hostage and barricaded subject situations, and aircraft piracy.
8. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
9. Enemy attack.
10. Transportation of evidence requiring security.
11. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
12. Security and escort duties for dignitaries.
13. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
14. Emergency situations in which one agency cannot perform its functional objective.
15. Joint training in areas of mutual need.
16. Joint multi-jurisdictional marine interdiction operations.
17. Off-duty special events.
18. DUI Checkpoints.

### **SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE**

1. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.

2. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such

assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

3. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absences of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.

4. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation has ended.

5. Incidents requiring mass processing of arrestees, transporting prisoners, and operating temporary detention facilities will be handled per established procedures of the requesting agency or Chief of Police involved.

#### **SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY**

##### **a. COMMAND:**

The personnel and equipment that are assigned by the assisting Chief of Police shall be under the immediate command of a supervising officer designated by the assisting Chief of Police. Such supervising officer shall be under the direct supervision and command of the Chief of Police or his/her designee of the agency requesting assistance.

##### **b. CONFLICTS:**

Whenever an officer is rendering assistance pursuant to this agreement, the officer shall abide by and be subject to the rules and regulations, personnel policies, general orders, and standard operating procedures of his/her own employer. If any such rule, regulation, personnel policy, general order or standing operating procedure is contradicted, contravened or otherwise in conflict with a direct order of a superior officer of the requesting agency, then such rule, regulation, policy, general order or procedure shall control and shall supersede the direct order.

##### **c. HANDLING COMPLAINTS:**

Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this agreement, the Chief of Police or his/her designee of the agency employing the officer who is the subject of the complaint shall be responsible for the investigation of the complaint. The Chief of Police or designee of the requesting agency should ascertain at a minimum:

1. The identity of the complainant;
2. An address where the complaining party can be contacted;
3. The specific allegation; and
4. The identity of the employees accused without regard as to agency affiliation.

If it is determined during the investigation of a complaint that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

**SECTION V: LIABILITY**

Each party engaging in any mutual cooperation and assistance, pursuant to this agreement, agrees to assume responsibility for the acts, omissions or conduct of such party's own employees while engaged in rendering such aid pursuant to this agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

**SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS**

a. Employees of the City of Miami and the Town of Surfside when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this agreement, shall, pursuant to the provisions of Section 23.127(1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the

employee was performing duties inside the employee's political subdivision in which normally employed.

b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.

c. The political subdivision that furnishes equipment pursuant to this agreement must bear the cost of loss or damage to that equipment and must pay any expenses incurred in the operation and maintenance of that equipment.

d. The political subdivision furnishing aid pursuant to this agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.

e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

f. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

**SECTION VII: FORFEITURES**

It is recognized that during the course of the operation of this agreement, property subject to forfeiture under Sections 932.701 – 932.707, Florida Statutes, known as the “Florida Contraband Forfeiture Act,” may be seized. The property shall be seized, forfeited, and equitably distributed among the participating agencies in proportion to the amount of investigation and participation performed by each agency pursuant to the provisions of the “Florida Contraband Forfeiture Act.”

**SECTION VIII: INSURANCE**

Each political subdivision shall provide, upon request, satisfactory proof of liability insurance by one or more of the means specified in Section 768.28, Florida Statutes, in an amount which is, in the judgment of the governing body of that political subdivision, at least adequate to cover the risk to which that party may be exposed. Should the insurance coverage, however provided, of any party be canceled or undergo material change, that party shall notify all parties to this agreement of such change within ten (10) days of receipt of the notice or actual knowledge of such change.

**SECTION IX: EFFECTIVE DATE**

This agreement shall take effect upon execution and approval by the hereinafter named officials and shall continue in full force and effect until September 1, 2025. Under no circumstances may this agreement be renewed, amended or extended except in writing.

**SECTION X: CANCELLATION**

Either party may cancel its participation in this agreement upon delivery of written notice to the other political subdivision.

**IN WITNESS WHEREOF**, the parties hereto cause to these presents to be signed on the date first written above.

AGREED AND ACKNOWLEDGED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
JASON GREENE  
Interim Town Manager  
Town of Surfside  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SANDRA MCCREADY  
Town Clerk  
Town of Surfside

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
LILLIAN ARANGO  
Town Attorney

\_\_\_\_\_  
JULIO YERO  
Chief of Police  
Town of Surfside

\_\_\_\_\_  
ARTHUR NORIEGA  
City Manager  
City of Miami  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
TODD B. HANNON  
City Clerk  
City of Miami

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

\_\_\_\_\_  
VICTORIA MENDEZ  
City Attorney

\_\_\_\_\_  
JORGE R. COLINA  
Chief of Police  
City of Miami

APPROVED AS TO INSURANCE  
REQUIREMENTS:

\_\_\_\_\_  
ANN-MARIE SHARPE  
Risk Management Director  
City of Miami, Florida





ITEM# 4A1

## MEMORANDUM

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

**From:** Jason Greene, Town Manager  
Lillian M. Arango, Haydee Sera and Anthony Recio, Town Attorneys

**Date:** September 10, 2020

**Subject:** Second Reading of Beach Furniture Ordinance 2020  
Sponsored by Commissioner Salzhauer

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### **Background:**

On December 13, 2016, the Town Commission adopted Ordinance 16-1658 which amended Chapter 86 of the Town Code of Ordinance. The 2016 Ordinance created beach furniture operation permit fees, definitions, permit requirements, insurance requirements and penalties. Accompanying the 2016 Ordinance was an Administrative Policy that regulated the use of beach furniture and equipment.

On June 13, 2017, the Town Commission amended Ordinance 16-1658 under a new Ordinance No. 17-1662. The 2017 Ordinance expanded upon and clarified the previous beach furniture rules and regulations. In addition, the Administrative Policy was revised.

On September 25, 2017, the Town Manager amended, restated and distributed a revised Beach Furniture and Equipment Administrative Policy, effective on October 2, 2017. On February 13, 2018, with the direction of the Town Commission, the Administrative Policy on Beach Furniture and Equipment was further amended and restated. A motion to prohibit storage of beach furniture overnight on the beach was approved on a 4-1 vote.

On April 24, 2018, a Town Hall Meeting was held for beach stakeholders to discuss the existing Beach Furniture Ordinance and its associated Administrative Policy. The Town Manager presented the meeting comments to the Town Commission. On May 1, 2018, the Town Commission held a Special Meeting to discuss the recommendations that arose from the April 24, 2018 Town Hall Meeting.

On July 24, 2018, the Town Commission discussed and voted on a revision to the Beach Furniture Ordinance. The revised Ordinance failed by a tie vote of 2-2 vote, leaving the existing Ordinance (2016, as revised in 2017) and beach regulations in place.

At the August 14, 2018 Town Commission meeting, the revised Beach Furniture Ordinance matter was discussed under Staff Communications. The Town Administration was directed to bring back this item *de novo* with appropriate revisions that focused on public health, safety and welfare.

On October 9, 2018, the Town Commission at a Special Meeting passed on first reading a revised Beach Furniture Ordinance. The revised Ordinance simplified the regulations contained in the Ordinance by addressing only those issues directly related to public health, safety and welfare. The administration and issuance of beach furniture operations permits was tasked to the Town Administration on a case-by-case basis. Highlights of the proposed Beach Furniture Ordinance were included in the agenda item.

On January 22, 2019, the proposed 2018 Ordinance failed to pass on second reading, thereby leaving the 2016 Ordinance, as revised in 2017, in place with no changes.

### **Analysis:**

Since the election of a new Mayor and three Commissioners on March 17, 2020, direction was provided to repeal and/or replace the existing ordinance (codified in Article II, “Public Beaches” of Chapter 86, “Waterways” of the Town Code) and have the Town Attorney and Manager work with and seek direction from the Commissioners on the preparation of a new or revised Ordinance aimed at providing beach furniture based on-demand and as-needed.

Having had the benefit of the beach furniture permit requirements and process as operational since the adoption of Ordinance Nos. 16-1658 and 17-1662, and after numerous public hearings and input from the public and hotel operators on the placement and storage of beach furniture on the public beach, the Town wishes to further amend the Code as provided in the attached 2020 Ordinance. Beach furniture operations have contributed to increased litter, and have negatively impacted the natural environment and the health, safety, and welfare of residents and visitors, as well as beach furniture use by hotels or condominiums has become so expansive, often resulting in unoccupied or unused beach furniture obstructing and limiting the public’s access, use, and enjoyment of the beach, and posing a danger to the health, safety, and welfare of residents and visitors. The Town seeks to regulate the placement of beach furniture on the public beach by hotels and condominiums without demand and in anticipation of use by an individual beach furniture user by specifically prohibiting the organized preplacement, presetting, or pre-positioning of beach furniture by a hotel or condominium. The Town wishes to retain beach furniture operator permits for beachfront hotel and condominium properties, and for hotels and condominiums to assist verified hotel guests and condominium residents and guests with placement of beach furniture on the public beach on an as-needed, on-demand basis.

The attached Ordinance further establishes authorized areas where beach furniture may be placed, without obstructing or impeding lifeguard towers, safety corridors, street ends, adjacent properties, the water’s edge or public beach access areas. The Ordinance continues to prohibit the daytime and overnight storage of beach furniture on the beach and finds that storage may constitute a nuisance and is contrary to the public health, safety, and welfare. Consistent with Florida law, the Ordinance prohibits vehicular traffic and the operation of any

vehicles on the public beach and dunes, with limited exceptions, such as when needed by governmental agencies for cleanup, maintenance, repairs, public safety, or emergencies, or by an individual with a mobility impairment. The Town seeks to prohibit business or commercial activities on the public beach, such as the sale, vending, or rental of beach furniture, equipment, goods, and services.

In sum, the Ordinance in the Whereas clauses makes certain findings that it is necessary to conserve and ensure the public's access to, use, and enjoyment of the beach; the preservation of the public beach, environment, and marine wildlife and vegetation; and the public health, safety and welfare of the Town's residents, property owners and visitors.

A Summary of Key Changes to the Beach Furniture Ordinance as proposed in the 2020 Ordinance is attached.

**Budget Impact:**

The costs of enforcing this Ordinance have already been incorporated into the current fiscal year budget. One of the full-time Code Compliance Officers has been assigned the primary responsibility of patrolling the beach every two hours throughout the day.

**Recommendation.**

At first reading of the Ordinance on August 25, 2020, the Town Commission approved the Ordinance with changes as presented by Mayor Burkett, with an understanding to revisit and revise at second reading the numbers/formulas for maximum chair and umbrella limitations and the corresponding Exhibit A (Graphic Beach Furniture Allocation Area) and Exhibit B (Maximum Beach Furniture Allocation Chart). It is recommended that the Commission consider the attached and revised 2020 Beach Furniture Ordinance on second reading, provide comments or changes as directed, including revisions to the numbers/formulas for maximum chair and umbrella limitations and the corresponding Exhibit A (Graphic Beach Furniture Allocation Area) and Exhibit B (Maximum Beach Furniture Allocation Chart), or defer second reading of the Ordinance for further analysis.

## Summary of Key Changes to Beach Furniture Ordinance

- Definition of Beach Furniture Operator has been updated and revised to include only hotels and condominiums on the east side of Collins Avenue, and delete hotels or condominiums on the west side of Collins.
- No pre-setting of empty beach chairs or umbrellas, beach chairs and umbrellas are set up on an as-needed basis only.
- The number of beach chairs per property is capped based on a property's frontage as described below.
- No beach furniture within 12 feet of a lifeguard tower or in the corridor east and west of the tower.
- No beach furniture within 12 feet of the street ends or in the path to the ocean.
- No beach furniture within 12 feet of the dune vegetation area.
- No beach furniture within 15 feet of the water's edge.
- Beach furniture operators may not place beach furniture within 10 feet of the seaward extension of property lines to ensure public access.
- No storage boxes or similar shed type structures allowed on the beach.
- Beach furniture items must be removed from the beach during a declared state of emergency or severe weather conditions.
- No overnight storage of beach furniture.
- Definition of Beach Furniture Staging was added to permit the organized, daily and temporary placement or stacking of up to 10 beach chairs by a beach furniture operator in a designated staging area not to exceed 8' by 8' on the public beach (located within the beach furniture operation allocation area 12-feet seaward of the vegetation line of the dune as set forth in Section 86-30(g)(iii)) in preparation for as-needed, on-demand distribution to beach furniture users
- Beach staging is only permitted in the designated staging area on the public beach during the hours of 8 AM and 6 PM but must store them on their own property overnight.
- Town personnel or officials (code officer, police or law enforcement personnel or lifeguard) are authorized to request relocation or removal of beach furniture, which request shall be complied with immediately.
- Motorized vehicular traffic and the operation of motorized vehicles is prohibited on the beach, dune or water's adjacent to the beach (except governmental agencies, emergencies and wheelchair or approved conveyance by an individual with a mobility impairment).
- It is prohibited for any person or entity, including beach furniture operators, to sell, rent, or conduct any business or commercial activity, or enter into any arrangement with other properties or on the west side of Collins Avenue, related to beach furniture.
- Beach furniture operations permits are required annually for any hotel or condominium located east of Collins Avenue that provides beach furniture services to residents or guests.
- Town personnel is authorized to remove lost or abandoned beach furniture as permitted by statute.
- Added a prohibition on cooking at the beach.
- Provide for expiration of the beach furniture permit approved by the Town Commission on November 14, 2017 pursuant to Resolution No. 17-2470, effective September 30, 2020.

## **Beach Furniture Operations Permit Guidelines/Highlights**

- Beach furniture is only permitted within the Beach Furniture Allocation Area depicted on the graphic attached to the Ordinance as **Exhibit “A.”** The Beach Furniture Allocation Area reflects the actual area available for the placement of beach furniture after accounting for areas where the Ordinance prohibits the placement of beach chair operations.
- Hotels and Condominium Associations are allowed to stage up to ten chairs within a designated staging area, and may bring out additional chairs on an as-needed basis only, allowed during the hours of 8 AM to 6 PM.
- The maximum number of beach chairs is set as a rate based on beach frontage (as described in a signed and sealed survey required as part of the application): hotels are permitted 0.25 chairs and 0.125 umbrellas per lineal foot of frontage while condominium associations are permitted 0.1 chairs and 0.05 umbrellas per lineal feet of frontage as set forth in the Maximum Beach Furniture Allocation Chart attached to the Ordinance as **Exhibit “B”**. \*
- Overnight storage must take place on private property.
- Beach chairs are set out in an on-demand and as-needed basis; no pre-setting of empty chairs.
- Beach furniture operators must set out trash receptacles and perform periodic sweeps of their allocated area three times per day.
- Beach furniture operators may serve residents or guests of their property only; arrangements with non-oceanfront properties or other commercial arrangements are prohibited.
- All beach furniture operator hotels and condominiums shall be required to renew their permits on an annual basis, with permits to run from October 1<sup>st</sup> to September 30<sup>th</sup>.
- Beach furniture operators will pay an annual application fee of \$500.00.
- Beach furniture operators are not permitted to operate motorized vehicles of any kind on the beach or dune.
- Failure to adhere to regulations will result in an escalating schedule of fines culminating in the non-renewal of the beach furniture operator’s permit.
- All beach chair operators shall be required to have commercial general liability insurance.
- All beach chairs shall be identified as to their ownership.

\* Rates for maximum beach furniture allocations were calculated based on estimated frontage and depths of beach area directly seaward of oceanfront properties after accounting for areas where the ordinance prohibits the placement of beach chair operations. The resulting allocation area was divided by two different spacing configurations (spacing units), based on observation of beach chair operations at hotels and condominiums, to determine the maximum number of chairs that could reasonably be accommodated within the operations area. In order to equitably share the public beach between the oceanfront property and the general public, 50% of the maximum number of chairs was then used to determine a rate per lineal foot of beach frontage for each oceanfront property. The results for each property were then averaged for hotels and condominiums to determine their respective rates for calculating the maximum beach furniture allocation. The spreadsheet entitled “Derivation of Maximum Beach Furniture Allocation” attached to this memorandum as **Attachment 1** includes the actual calculations.



40           **WHEREAS**, the Town Commission seeks to regulate the placement of beach furniture on  
41 the public beach by hotels and condominiums without demand and in anticipation of use by an  
42 individual beach furniture user by specifically prohibiting the organized preplacement, presetting,  
43 or pre-positioning of beach furniture by a hotel or condominium; and

44           **WHEREAS**, the Town Commission’s intent is to retain beach furniture operator permits  
45 for beach front hotel and condominium properties; and

46           **WHEREAS**, the Town Commission’s intent is for hotels and condominiums to assist  
47 verified hotel guests and condominium residents and guests with placement of beach furniture on  
48 the public beach on an as-needed, on-demand basis; and

49           **WHEREAS**, the Town Commission’s intent is to establish authorized areas where beach  
50 furniture may be placed, without obstructing or impeding lifeguard towers, safety corridors, street  
51 ends, adjacent properties, or public beach access areas; and

52           **WHEREAS**, the Town Commission seeks to continue to prohibit the daytime and  
53 overnight storage of beach furniture on the beach and finds that storage may constitute a nuisance  
54 and is contrary to the public health, safety, and welfare; and

55           **WHEREAS**, the Town Commission desires to prohibit vehicular traffic and the operation  
56 of any vehicles on the public beach and dunes, with limited exceptions, such as when needed by  
57 the Town or other governmental agencies or entities for cleanup, maintenance, repairs, public  
58 safety, or emergencies, or by an individual with a mobility impairment; and

59           **WHEREAS**, the Town Commission seeks to prohibit business or commercial activities on  
60 the public beach, such as the sale, vending, or rental of beach furniture, equipment, goods, and  
61 services; and

62           **WHEREAS**, the Town Commission seeks to designate the Town’s code compliance  
63 officers to administer the provisions of Chapter 705, Florida Statutes, which pertain to lost or  
64 abandoned property; and

65           **WHEREAS**, the Town Commission finds that this Ordinance is necessary to conserve and  
66 ensure the public’s access to, use, and enjoyment of the beach; the preservation of the public beach,  
67 environment, and marine wildlife and vegetation; and the public health, safety and welfare of the  
68 Town’s residents, property owners and visitors.

69           **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**  
70 **OF SURFSIDE AS FOLLOWS:**<sup>1</sup>

71           **Section 1.**    **Recitals.** That the above-stated recitals are true and correct and are  
72 incorporated herein by this reference.

---

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

73 **Section 2. Town Code Amended.** That the Code of Ordinances of the Town of  
74 Surfside, Florida is hereby amended by amending Article II, “Public Beaches” of Chapter 86,  
75 “Waterways” as follows:

76 Chapter 86 – Waterways

77 \* \* \*

78 Article II. – Public Beaches

79 Division 1. – Generally

80 Section 86-26. - Definitions.

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

83 *Beach furniture* includes, but is not limited to, any chair, umbrella, tent or any other object  
84 that is used on the public beach.

85 *Beach furniture operator* is a hotel or condominium association located on the east side of  
86 Collins Avenue that provides beach furniture services to its residents and verified guests ~~or a hotel~~  
87 ~~located on the west side of Collins Avenue so approved by the town commission pursuant to~~  
88 ~~section 86-31(2)b. of the Town Code.~~

89 *Beach furniture setup* is the organized preplacement, presetting, pre-positioning or stacking  
90 of beach furniture by a beach furniture operator or user in anticipation of use ~~by an individual~~  
91 ~~beach furniture user.~~ Beach furniture setup shall not include beach furniture staging.

92 *Beach furniture staging* is the organized, daily and temporary placement or stacking of beach  
93 chairs by a beach furniture operator in a designated staging area not to exceed 8’ by 8’ of the public  
94 beach (located within the beach furniture operation allocation area 12-feet seaward of the  
95 vegetation line of the dune as set forth in Section 86-30(g)(iii)) in preparation for as-needed, on-  
96 demand distribution to beach furniture users.

97  
98 *Beach furniture storage* is the daytime or overnight placement ~~placement~~ storage of beach furniture on  
99 the public beach.

100 *Beach furniture user* is an individual using any item of beach furniture while on the public  
101 beach. This applies to the general public, condominium residents and guests, and verified hotel  
102 guests.

103 *Exclusion zone* means all waters within the center line of 96th Street on the north and  
104 southward to the northerly line of 87th Terrace, including all improvements, recreational areas and  
105 property therein measured from the mean low water line; and that portion of the water area of the  
106 Atlantic Ocean, marked by regulatory markers, extended up to a maximum of 300 feet off shore  
107 from the mean high water line lying between the center line of 96th Street to the northerly line of  
108 87th Terrace, as described on Exhibit A. As the markers will move about their anchor location  
109 with the tides and currents, enforcement of the exclusion zone shall extend to the area defined by  
110 the markers at the water surface at the time of infraction.



111 **Editor's note**— Exhibit A is not included herein but is available for public inspection at town  
112 offices.

113 *Idle speed/no wake* means a motorboat speed not greater than that necessary to maintain  
114 steerageway. A motorboat that is operating on a plane is not proceeding at idle speed/no wake.

115 *Motorboat* means any vessel, including personal watercraft, that is propelled or powered by  
116 machinery and that is used or capable of being used as a means of transportation on water.

117 *Operate* means to be in charge of, or in command of or in actual physical control of a  
118 motorboat in the exclusion zone.

119 *Personal watercraft* means a small class A-1 or A-2 vessel that uses an outboard motor or an  
120 inboard motor powering a water jet pump as its primary source of motive power and that is  
121 designed to be operated by a person sitting, standing, or kneeling on or being towed behind the  
122 vessel, rather than in the conventional manner of sitting or standing inside the vessel.

123 *Public beach* means land that is seaward of the erosion control line. It shall also include all  
124 easements and rights-of-way within the area that are utilized for public beach purposes.

125 *Regulatory marker* means any anchored or fixed marker in, on or over the water, or anchored  
126 platform on the surface of the water, and includes, but is not limited to, a bathing beach marker,  
127 speed zone marker, information marker, congested area marker or warning marker.

128 *Vessel* is synonymous with boat as referenced in Section 1(b), Article VII of the Florida  
129 Constitution and includes every description of watercraft, barge and airboat, other than a seaplane  
130 on the water, used or capable of being used as a means of transportation on water.

131 Sec. 86-27. - Intent of article.

132 It is the intent of the town commission to prohibit those activities by persons on the public beach  
133 of the town that adversely affect the attractiveness of the public beach or endanger citizens,  
134 residents and visitors who use its facilities. The town commission further finds and determines that  
135 motorboats that operate in the exclusion zone at excessive speeds or in a reckless and unsafe  
136 manner create a situation dangerous to the lives and property of persons using said waters within  
137 the exclusion zone; that excessive motorboat speed erodes shoreline property and destroys  
138 bulkheads, seawalls, docks and piers; and that said excessive speed or the operation of motorboats  
139 in a reckless and unsafe manner reduces other available recreational uses for said waters. The town  
140 commission further finds and determines that because different size motorboats create different  
141 problems when they operate at the same speed, a flexible regulatory scheme is required.

142 Section 86-30. - Limitations on beach furniture; prohibitions on beach and dune system.

143 (a) Beach furniture shall not inhibit access to or use of the public beach, nor obstruct  
144 reasonable access on the public beach for pedestrians and emergency vehicles, nor impact  
145 native vegetation, nor affect destroy or disturb sea turtles or other wildlife, including their  
146 habitats and nesting sites.

147 (b) Beach furniture setup shall be prohibited.

148 (c) Beach furniture storage shall be prohibited.

- 149        (d) Beach furniture shall be removed from the public beach when not in use. Removal shall  
150        occur promptly after use of the beach furniture ceases.
- 151        (e) Beach furniture provided by a beach furniture operator or a user that is a hotel or  
152        condominium for use by verified hotel guests or condominium residents or guests, shall  
153        be clearly identified as to its ownership, maintained in good condition, free from evidence  
154        of deterioration, weather, and discoloration at all times.
- 155        (f) Storage boxes or similar shed-type structures on the public beach shall be prohibited.
- 156        (g) Placement of beach furniture on the public beach shall comply with the following  
157        regulations and restrictions:
- 158            i. Beach furniture shall not be placed within 12 feet of the perimeter of a lifeguard  
159            tower, or within a 12-foot-wide path (6 feet to the north and south of the center  
160            line) extending behind and in front of a lifeguard tower, from the erosion control  
161            line to the ocean to allow lifeguard or emergency personnel unobstructed view and  
162            access to the public beach or ocean.
- 163            ii. Beach furniture shall not be placed at or within a 12-foot-wide path (6 feet to the  
164            north and south of center line) extending from any street end or public beach access  
165            route to the ocean, or in the 12-foot area immediately adjacent to the street ends,  
166            to ensure clear and unobstructed access by the public and emergency and  
167            maintenance vehicles and personnel.
- 168            iii. Beach furniture, including staging, shall be placed no less than 12 feet seaward of  
169            the edge of the vegetation line of the dune to ensure clear and unobstructed access  
170            by the public and emergency and maintenance vehicles and personnel.
- 171            iv. Beach furniture shall not be placed at or within 15 feet of the water's edge to  
172            provide for unobstructed access to the water and recreational use.
- 173        (h) In the event of a declared state of emergency, natural disaster, storm warning or severe  
174        weather alert, any beach furniture placed on the public beach shall be removed from the  
175        public beach within two (2) hours of the declared state of emergency, natural disaster,  
176        storm warning, or severe weather alert. Beach furniture shall not be placed on the public  
177        beach until such time as the beach is cleaned and/or raked after the emergency, natural  
178        disaster, storm, or severe weather event, and the Town Manager or designee advises that  
179        beach furniture may be placed on the public beach.
- 180        (i) A request to relocate or remove beach furniture in violation of this article from a code  
181        enforcement officer, police or law enforcement personnel, or lifeguard shall be complied  
182        with immediately.
- 183        (j) Motorized vehicular traffic and the operation of any motorized vehicles, whether engine,  
184        battery or electric-powered, is prohibited on the beach, upon a dune, in an area containing  
185        dune vegetation, or in the waters adjacent to the beach. The provisions of this subsection  
186        shall not apply to a person acting under authority of or with permission of the Town or  
187        other governmental agencies or entities for cleanup, maintenance, repairs, public safety,  
188        or emergencies, or to the use of any wheelchair or approved conveyance by an individual  
189        with a mobility impairment.

190 (k) It is prohibited for any person or entity, including beach furniture operators, to sell, rent,  
191 or conduct any business or commercial activity, or to enter into any type of arrangement  
192 with other persons or entities including properties on the west side of Collins Avenue,  
193 related to beach furniture on the beach, upon a dune, in an area containing dune vegetation,  
194 or in the waters adjacent to a beach. Only beach furniture operators are permitted to  
195 conduct beach furniture operations on the public beach for their residents and verified  
196 guests, and no other person or entity may provide beach furniture services except as  
197 permitted in this article. Notwithstanding, this subsection shall not prohibit a hotel or  
198 condominium from providing its own verified hotel guests or condominium residents or  
199 guests with beach furniture in accordance with the provisions of this article.

200 Section 86-31. –Beach furniture operator permits and requirements

201 ~~A B~~ beach furniture operator, as defined in this article must obtain a permit for beach furniture  
202 services setup and beach furniture storage on the public beach ~~within the town. Town manager or~~  
203 ~~designee shall establish an administrative policy: beach furniture and equipment for the placement~~  
204 ~~of beach furniture on the public beach for public safety, access and maintenance.~~ A hotel beach  
205 furniture operator must procure a local business tax receipt and comply with the regulations of  
206 section 70-41 of the Town of Surfside Code and all required licenses or permits from Miami-Dade  
207 County, the State of Florida and federal entities.

208 ~~Sections 86-26 to 86-33 herein shall be reviewed by the town commission within one year of~~  
209 ~~enactment and the town will notify any beach furniture permit holder prior to any meeting of such~~  
210 ~~review. Nothing in sections 86-31 to 86-33 shall require a permit from the general public to place~~  
211 ~~beach chairs and/or equipment on the beach for personal use on an as needed basis.~~

212 *Application.* A beach furniture operator shall apply annually by August 1 for a beach furniture  
213 operator permit on a form prepared by the ~~€~~Town with the applicable permit application fee. For  
214 the fiscal year beginning October 1, 2020 and ending September 30, 2021, a beach furniture  
215 operator shall apply no later than September 15, 2020 for a beach furniture operator permit. Beach  
216 furniture operator permits shall be valid annually from October 1 through September 30.

217 (1) Beach furniture operator permit applications for hotels or condominium association  
218 located on the east side of Collins Avenue shall include the following:

- 219 a. An application fee of \$500.00 for hotels and \$250.00 for condominiums;
- 220 b. Beach furniture operations plan, including specifications on setup, storage, staffing  
221 and clean-up, and an evacuation plan, in the event of a natural disaster such as a  
222 tropical storm or hurricane, specifying a storage area during the natural disaster;
- 223 c. Signed and sealed survey of the beach furniture operator’s property, which shall  
224 depict the dimension of beach frontage; and
- 225 d. Compliance with indemnification and insurance requirements pursuant to section 86-  
226 32 of the Town of Surfside Code.

227 ~~(2) Beach furniture permit applications for hotels located on the west side of Collins Avenue~~  
228 ~~must be approved by the town commission.~~

229 ~~a. Beach furniture permit applications for hotels located on the west side of Collins~~  
230 ~~Avenue shall include the following:~~

- 231 1. ~~An application fee of \$500.00;~~
- 232 2. ~~Beach furniture operations plan, including specifications on storage, staffing~~
- 233 ~~and clean-up, and an evacuation plan, in the event of a natural disaster such as a~~
- 234 ~~tropical storm or hurricane, including a storage area;~~
- 235 3. ~~Compliance with indemnification and insurance requirements pursuant to~~
- 236 ~~section 86-32 of the Town of Surfside Code;~~
- 237 b. ~~All applications for hotels located on the west side of Collins Avenue are subject to~~
- 238 ~~the town administrative policy: beach furniture and equipment and shall be approved~~
- 239 ~~by the town commission.~~
- 240 1. ~~The town commission shall review each application for conformity with the~~
- 241 ~~town administrative policy: beach furniture and equipment and decide whether~~
- 242 ~~the application shall be approved, approved with conditions, or denied.~~
- 243 2. ~~The town commission public hearing shall be advertised at least once in a local~~
- 244 ~~newspaper of general circulation or publicly posted in the Town Hall at least ten~~
- 245 ~~days prior to the public hearing. Written courtesy notices shall be sent by first~~
- 246 ~~class mail to affected property owners within a radius of 300 feet and shall~~
- 247 ~~contain a copy of the beach furniture permit application.~~

248 A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property  
 249 by the applicant at the applicant's own expense denoting the following:

250 REQUEST FOR: \_\_\_\_\_

251 TOWN \_\_\_\_\_ COMMISSION \_\_\_\_\_ MEETING:  
 252 DATE AND TIME

253 TOWN \_\_\_\_\_ HALL  
 254 9293 \_\_\_\_\_ Harding \_\_\_\_\_ Avenue  
 255 Surfside, FL 33154

256 COMPLETE INFORMATION REGARDING THE BEACH FURNITURE  
 257 PERMIT APPLICATION IS AVAILABLE BY CONTACTING THE TOWN  
 258 HALL.

259 (2) A beach furniture operator:

- 260 a. Shall place beach furniture directly seaward of the beach furniture operator's property
- 261 and only within an area that is 10 feet north of the seaward extension of the southern
- 262 boundary and 10 feet south of the seaward extension of the northern boundary of the
- 263 beach furniture operator's property in order to allow corridors to the ocean for use,
- 264 safe access, and enjoyment by the general public.
- 265 b. Shall provide trash receptacles to support beach furniture operations and remove all
- 266 garbage, trash, litter, and debris contained therein when full. Trash receptacles must
- 267 be removed from the public beach by the end of the beach operation day. A beach
- 268 furniture operator shall conduct at least three inspections of the beach, a minimum of

269 three hours apart, to remove any garbage, trash, litter, or debris generated by the  
270 beach furniture operator's activity.

271 c. That is a hotel shall have no more than 0.25 chairs per lineal foot of beach frontage  
272 and 0.125 umbrellas per lineal foot of beach frontage within the allowable beach  
273 furniture operation allocation area of the public beach at any one time, as depicted on  
274 Exhibit A attached hereto (graphic on Beach Furniture Operation Allocation Area)  
275 on file and available for inspection at the Town Clerk's office. **Note: Number/**  
276 **Formula, and Exhibit A, to be Reviewed and Revised by the Town Commission**  
277 **at Second Reading of this Ordinance.**

278 d. That is a condominium shall have no more than 0.1 chairs per lineal foot of beach  
279 frontage and 0.05 umbrellas per lineal foot of beach frontage within the allowable  
280 beach furniture operation allocation area of the public beach at any one time, as  
281 depicted on Exhibit A attached hereto (graphic on Beach Furniture Operation  
282 Allocation Area) on file and available for inspection at the Town Clerk's office.  
283 **Note: Number/Formula, and Exhibit A, to be Reviewed and Revised by the**  
284 **Town Commission at Second Reading of this Ordinance.**

285 e. Notwithstanding the foregoing, in no event shall a beach furniture operator have more  
286 than the maximum number of chairs and umbrellas on the public beach at any one  
287 time as specified herein and in Exhibit B attached hereto (Maximum Beach Furniture  
288 Allocation Chart), as may be amended by the Town from time to time, and on file  
289 and available for inspection at the Town Clerk's office. **Note: Exhibit B to be**  
290 **Reviewed and Revised by the Town Commission at Second Reading of this**  
291 **Ordinance.**

292 f. Shall be permitted to conduct beach furniture (chair) staging up to 10 chairs  
293 maximum between the hours of 8:00 AM to 6:00 PM, after which time the staging  
294 area must be completely broken down and all beach furniture (chairs) must be  
295 removed and stored on private property daily. The staging area shall be kept in a  
296 compact and orderly configuration, with all beach furniture/chairs stacked when not  
297 in use.

298 (3) Exemption. Nothing in this article shall require a permit from a ~~member of the general~~  
299 ~~public~~ beach furniture user to place beach furniture on the public beach for personal use  
300 on an as needed basis.

301 (4) Review of beach furniture operator permit application. A permit shall be granted upon  
302 the submittal of a completed application and the required fee in compliance with this  
303 article, unless as determined by the town manager or designee, ~~or the town commission~~  
304 ~~for beach furniture permit applications pursuant to section 86-31(2)b. of the Town Code,~~  
305 ~~determines that the granting of such a permit:~~

306 ~~a. Unduly impedes governmental business or public access;~~

307 ~~b. Conflicts with previously scheduled activities;~~

308 ~~e. Imperils public safety; or~~

309 ~~d. Violates any public policy or local, state or federal law.~~

- 310 (5) A beach furniture operator permit is revocable if the applicant does not meet the  
311 requirements as specified in this article~~the town code, administrative policy: beach~~  
312 ~~furniture and equipment and applicant's operation plan.~~ A hotel beach furniture operator  
313 ~~is subject to the provisions of article II "Local business tax receipt" of chapter 70 of the~~  
314 ~~Town Code.~~ A beach furniture operator permit shall not be renewed if open violations of  
315 this article or the beach furniture operator permit exist at the time of renewal.
- 316 (6) Appeals. If a beach furniture operator permit is denied or revoked by the town manager  
317 or designee, the beach furniture operator may, within 30 days of the decision, file a notice  
318 of appeal to the town commission. The appeal shall be heard as a quasi-judicial matter.

319 Section 86-32. - Indemnification and insurance.

- 320 (a) The beach furniture operator agrees to indemnify, defend, save and hold harmless the town,  
321 its officers and employees from any and all claims, liability, lawsuits, damages and causes of  
322 action which may arise out of the permit and/or the beach furniture operator's activity on the  
323 public beach.
- 324 (b) The beach furniture operator agrees to obtain and maintain for the entire permit period, at its  
325 own expense, the following requirements:
- 326 (1) Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence  
327 for bodily injury and property damage. The town must be named as an additional insured  
328 on this policy, and an endorsement must be issued as part of the policy reflecting  
329 compliance with this requirement.
- 330 (2) Workers' compensation and employers' liability as required by the state.
- 331 (c) All policies must be issued by companies authorized to do business in the state and rated  
332 B+:VI or better per Best's Key Rating Guide, latest edition.
- 333 (d) The town must receive 30 days' written notice prior to any cancellation, non-renewal or  
334 material change in the coverage provided.
- 335 (e) The beach furniture operator must provide and have approved by the town an original  
336 certificate of insurance as evidence that the requirements set forth in this section have been  
337 met prior to commencing operations.
- 338 (f) Failure to comply with these requirements shall be deemed to be operating without a valid  
339 permit and shall cause an immediate suspension or revocation of the permit.

340 Section 86-33. - Violations, civil fines and penalties.

341 Any person or entity found to be in violation of any condition of this ~~section~~ article issued  
342 herein shall first be issued a warning. Failure to correct the violation within one 24 hours following  
343 the ~~issuance~~ issuance ~~beach furniture operator's receipt~~ of a warning shall result in the issuance of a civil  
344 violation notice as provided in section 15-10 of the Town Code.

345 Violations of this section shall be subject to the following fines:

- 346 (1) If the violation is the first violation—\$100.00

- 347 (2) If the violation is the second violation of the original violation for which a \$100 fine  
348 was paid within the preceding 12 months ~~—\$50250.00~~
- 349 (3) Any subsequent violation after the second violation of the original violation within the  
350 preceding 12 months ~~—\$1,0500.00~~
- 351 (4) After the third violation for the same violation, a beach furniture operator shall be  
352 suspended from beach furniture operations for a period of one year from the date of  
353 violation.

354 Sec. 86-34. – Lost or Abandoned Beach Furniture.

355 Whenever a code compliance officer or law enforcement officer shall ascertain that an article of  
356 lost or abandoned beach furniture is present on the public beach, the officer shall follow the  
357 procedures set forth in Chapter 705, Florida Statutes, as may be amended from time to time.  
358 Notwithstanding, a code compliance officer may also enforce the provisions of this section in  
359 accordance with Section 86-33 of this article. Code compliance officers are designated to  
360 administer the provisions of this section and Chapter 705, Florida Statutes, as may be amended  
361 from time to time, pertaining to lost or abandoned property. For the purpose of ascertaining  
362 whether unattended beach furniture has been lost or abandoned, any beach furniture left unattended  
363 for more than 24 hours shall be presumed to be lost or abandoned property.

364 Section ~~86-34~~, 86-35. - Reserved.

365 \* \* \*

366 Division 2. – Conduct

367 Sec. 86-36. - Scope.

368 The provisions of this division apply to any of the areas within the corporate limits of the town  
369 which by virtue of law or through municipal ownership or common usage are determined and  
370 considered to be public beaches.

371 Sec. 86-37. - Soliciting for commercial photography.

372 No person shall solicit for a commercial photographer or to take pictures in connection with  
373 commercial photography unless invited to do so by the person desiring that the picture be taken.

374 Sec. 86-38. - Picnicking.

375 No person shall picnic or eat or consume food on the beaches coming under this division.

376 Sec. 86-39. - Drinking alcoholic beverages.

377 No person shall drink or consume alcoholic beverages on the beaches coming under this division.

378 Sec. 86-40. - Build fires; Cooking.

379 No person shall build or maintain a fire or cook on any beach coming under this division.

380 Sec. 86-41. - Peddling.

381 No person, firm or entity (other than the Town of Surfside) shall sell, or rent goods or services,  
382 or carry on any business on the beaches coming under this division, ~~unless specifically approved~~  
383 ~~by the Commission.~~

384 \* \* \*

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

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

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

397 **Section 6. Expiration of Beach Furniture Permit.** The beach furniture operator  
398 permit approved by the Town Commission on November 14, 2017 pursuant to Resolution No. 17-  
399 2470, shall expire on September 30, 2020 at 11:59 p.m. As of October 1, 2020, no beach furniture  
400 operator permits shall be authorized, renewed, or issued unless done in accordance with this  
401 Ordinance.

402 **Section 7. Effective Date.** This Ordinance shall become effective immediately upon  
403 final adoption on second reading.

404 **PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

405 **PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

406 **First Reading:**  
407 Motion by: \_\_\_\_\_  
408 Second by: \_\_\_\_\_  
409

410  
411 **Second Reading:**  
412 Motion by: \_\_\_\_\_  
413 Second by: \_\_\_\_\_  
414

415  
416 **FINAL VOTE ON ADOPTION**  
417 Commissioner Charles Kesl \_\_\_\_\_  
418 Commissioner Eliana R. Salzhauer \_\_\_\_\_  
419 Commissioner Nelly Velasquez \_\_\_\_\_



420 Vice Mayor Tina Paul \_\_\_\_\_  
421 Mayor Charles W. Burkett \_\_\_\_\_

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\_\_\_\_\_  
Charles W. Burkett  
Mayor

**ATTEST:**

430  
431  
432

\_\_\_\_\_  
Sandra N. McCready, MMC  
Town Clerk

435  
436  
437  
438  
439

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

442  
443  
444

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

ORDINANCE NO. 2020-\_\_\_\_\_

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, REPEALING SECTION 86-31, "BEACH FURNITURE PERMIT REQUIREMENTS" AND SECTION 86-32, "INDEMNIFICATION AND INSURANCE" OF THE TOWN'S CODE OF ORDINANCES; AMENDING DIVISION 1, "GENERALLY," OF ARTICLE II, "PUBLIC BEACHES," OF CHAPTER 86, "WATERWAYS" OF THE TOWN'S CODE OF ORDINANCES RELATING TO BEACH FURNITURE AND PUBLIC BEACHES; PROVIDING FOR EXPIRATION OF BEACH FURNITURE OPERATOR PERMITS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 13, 2016, the Town of Surfside ("Town") adopted Ordinance No. 16-1658 amending, among other things, Article II, "Public Beaches," of Chapter 86, "Waterways" of the Town Code of Ordinances (the "Code"), to regulate beach furniture on the public beach in order to protect public access to the beach, prohibit obstructions that impact reasonable access to the beach by the public and emergency vehicles, and diminish impacts to native vegetation, sea turtles, and other wildlife; and

WHEREAS, on June 13, 2017, the Town adopted Ordinance No. 17-1662 further amending the beach furniture regulations of the Code to clarify terms and conditions, including beach furniture permit application and requirements; and

WHEREAS, after having had the benefit of the beach furniture permit requirements and process as operational since the adoption of the ordinances, and after numerous public hearings and input from the public and hotel operators on the placement and storage of beach furniture on the public beach, the Town wishes to further amend the Code as provided herein; and

WHEREAS, the Town Commission finds that beach furniture use by hotels or condominiums has become so expansive, often resulting in unoccupied or unused beach furniture obstructing and limiting the public's access, use and enjoyment of the beach; and

WHEREAS, therefore, in an effort to conserve and ensure the public's access to, use, and enjoyment of the beach, the Town Commission desires to amend Chapter 86 as provided herein; and

WHEREAS, the Town Commission desires to continue to allow the public, hotel guests, and the owners, residents, tenants, and guests of condominiums to utilize beach furniture on the public beach for their own, individual use and enjoyment; and

WHEREAS, the Town Commission seeks to regulate the placement of beach furniture on the public beach by hotels and condominiums without demand and in anticipation of use by an

40 individual beach furniture user by specifically prohibiting the organized preplacement of beach  
41 furniture by a hotel or condominium; and

42 **WHEREAS**, the Town Commission’s intent is to eliminate beach furniture operator  
43 permits; and

44 **WHEREAS**, the Town Commission’s intent is for hotels and condominiums to assist hotel  
45 guests and condominium owners, residents, tenants, and guests with placement of beach furniture  
46 on the public beach on an as-needed, on-demand basis; and

47 **WHEREAS**, the Town Commission’s intent is to establish authorized areas where beach  
48 furniture may be placed, without obstructing or impeding lifeguard towers, safety corridors, street  
49 ends, or public beach access areas; and

50 **WHEREAS**, the Town Commission seeks to continue to prohibit the overnight storage of  
51 beach furniture on the beach and finds that such overnight storage may constitute a nuisance and  
52 is contrary to the public health, safety, and welfare; and

53 **WHEREAS**, the Town Commission’s intent is to prohibit the use of motorized vehicles  
54 on the public beach, with limited exceptions, such as when needed by the Town or other  
55 governmental agencies or entities for emergencies or other operations; and

56 **WHEREAS**, the Town Commission seeks to prohibit business or commercial activities on  
57 the public beach, such as the sale, vending, or rental of beach furniture, equipment, goods, and  
58 services; and

59 **WHEREAS**, the Town Commission seeks to designate the Town’s code compliance  
60 officers to administer the provisions of Chapter 705, Florida Statutes, which pertain to lost or  
61 abandoned property; and

62 **WHEREAS**, the Town Commission finds that this Ordinance is necessary to conserve and  
63 ensure the public’s access to, use, and enjoyment of the beach; the preservation of the public beach,  
64 environment, and marine wildlife and vegetation; and the public health, safety and welfare of the  
65 Town’s residents, property owners and visitors.

66 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE TOWN**  
67 **OF SURFSIDE AS FOLLOWS:**<sup>1</sup>

68 **Section 1.** **Recitals.** The above-stated recitals are true and correct and are incorporated  
69 herein by this reference.

70 **Section 2.** **Town Code Repealed and Amended.** The Code of Ordinances of the  
71 Town of Surfside, Florida is hereby amended to repeal Sections 86-31 and 86-32 and by amending  
72 Division 1, “Generally,” of Article II, “Public Beaches” of Chapter 86, “Waterways” as follows:

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

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Chapter 86 – Waterways

\* \* \*

Article II. – Public Beaches

Division 1. – Generally

Section 86-26. - Definitions.

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

*Beach furniture* includes, but is not limited to, any chair, umbrella, tent or any other object that is used on the public beach.

~~*Beach furniture operator* is a hotel or condominium association located on the east side of Collins Avenue that provides beach furniture services to its residents and guests or a hotel located on the west side of Collins Avenue so approved by the town commission pursuant to section 86-31(2)b. of the Town Code.~~

*Beach furniture setup* is the organized preplacement, presetting, pre-positioning, or stacking of beach furniture by a beach furniture ~~operator~~ user in anticipation of use ~~by an individual beach furniture user.~~

*Beach furniture storage* is the daytime or overnight placement ~~placement~~ storage of beach furniture on the public beach.

*Beach furniture user* is an individual using any item of beach furniture while on the public beach. This applies to the general public, condominium owners, residents, tenants, and guests, and hotel guests.

*Exclusion zone* means all waters within the center line of 96th Street on the north and southward to the northerly line of 87th Terrace, including all improvements, recreational areas and property therein measured from the mean low water line; and that portion of the water area of the Atlantic Ocean, marked by regulatory markers, extended up to a maximum of 300 feet off shore from the mean high water line lying between the center line of 96th Street to the northerly line of 87th Terrace, as described on Exhibit A. As the markers will move about their anchor location with the tides and currents, enforcement of the exclusion zone shall extend to the area defined by the markers at the water surface at the time of infraction.

**Editor's note**— Exhibit A is not included herein but is available for public inspection at town offices.

*Idle speed/no wake* means a motorboat speed not greater than that necessary to maintain steerageway. A motorboat that is operating on a plane is not proceeding at idle speed/no wake.

*Motorboat* means any vessel, including personal watercraft, that is propelled or powered by machinery and that is used or capable of being used as a means of transportation on water.

*Operate* means to be in charge of, or in command of or in actual physical control of a motorboat in the exclusion zone.

110 *Personal watercraft* means a small class A-1 or A-2 vessel that uses an outboard motor or an  
111 inboard motor powering a water jet pump as its primary source of motive power and that is  
112 designed to be operated by a person sitting, standing, or kneeling on or being towed behind the  
113 vessel, rather than in the conventional manner of sitting or standing inside the vessel.

114 *Public beach* means land that is seaward of the erosion control line. It shall also include all  
115 easements and rights-of-way within the area that are utilized for public beach purposes.

116 *Regulatory marker* means any anchored or fixed marker in, on or over the water, or anchored  
117 platform on the surface of the water, and includes, but is not limited to, a bathing beach marker,  
118 speed zone marker, information marker, congested area marker or warning marker.

119 *Vessel* is synonymous with boat as referenced in Section 1(b), Article VII of the Florida  
120 Constitution and includes every description of watercraft, barge and airboat, other than a seaplane  
121 on the water, used or capable of being used as a means of transportation on water.

122 Sec. 86-27. - Intent of article.

123 It is the intent of the town commission to prohibit those activities by persons on the public beach  
124 of the town that adversely affect the attractiveness of the public beach or endanger citizens,  
125 residents and visitors who use its facilities. The town commission further finds and determines that  
126 motorboats that operate in the exclusion zone at excessive speeds or in a reckless and unsafe  
127 manner create a situation dangerous to the lives and property of persons using said waters within  
128 the exclusion zone; that excessive motorboat speed erodes shoreline property and destroys  
129 bulkheads, seawalls, docks and piers; and that said excessive speed or the operation of motorboats  
130 in a reckless and unsafe manner reduces other available recreational uses for said waters. The town  
131 commission further finds and determines that because different size motorboats create different  
132 problems when they operate at the same speed, a flexible regulatory scheme is required.

133 Section 86-30. - Limitations on beach furniture.

134 (a) Beach furniture shall not inhibit access to or use of the public beach, nor obstruct  
135 reasonable access on the public beach for pedestrians and emergency vehicles, nor impact  
136 native vegetation, nor affect destroy or disturb sea turtles or other wildlife, including their  
137 habitats and nesting sites.

138 (b) Beach furniture setup shall be prohibited.

139 (c) Beach furniture storage shall be prohibited.

140 (d) Beach furniture shall be removed from the public beach when not in use by a beach  
141 furniture user. Removal shall occur promptly after use of the beach furniture ceases.

142 (e) Beach furniture provided by hotels and condominiums for use by hotel guests or  
143 condominium owners, residents, tenants, or guests, shall be clearly identified as to its  
144 ownership, maintained in good condition, free from evidence of deterioration, weather,  
145 and discoloration at all times.

146 (f) Storage boxes or similar shed-type structures on the public beach shall be prohibited.

147 (g) Placement of beach furniture on the public beach shall comply with the following  
148 regulations and restrictions:

- 149           i. Beach furniture shall not be placed behind or in front of a lifeguard tower or within  
150 12 feet of the perimeter of a lifeguard tower, or obstruct lifeguard or emergency  
151 personnel’s view or access of the public beach or ocean.
- 152           ii. Beach furniture shall not be placed at or within 12 feet (6 feet from the center line  
153 in both directions) of street ends or public beach access areas, or in the 12 foot area  
154 immediately adjacent to or directly seaward of the street ends, to ensure clear and  
155 unobstructed access by the public and emergency and maintenance vehicles and  
156 personnel.
- 157           iii. Beach furniture shall be placed no less than 12 feet seaward of the edge of the  
158 vegetation line of the dune to ensure clear and unobstructed access by the public  
159 and emergency and maintenance vehicles and personnel.
- 160       (h) In the event of a declared state of emergency, natural disaster, storm warning or severe  
161 weather alert, any beach furniture placed on the public beach shall be removed from the  
162 public beach within three (3) hours of the declared state of emergency, natural disaster,  
163 storm warning, or severe weather alert. Beach furniture shall not be placed on the public  
164 beach until such time as the beach is cleaned and/or raked after the emergency, natural  
165 disaster, storm, or severe weather event, and advises that beach furniture may be placed  
166 on the public beach.
- 167       (i) A request to relocate beach furniture in violation of this Article from a code enforcement  
168 officer, police or law enforcement personnel, or lifeguard shall be complied with  
169 immediately.

170 ~~Section 86-31. Beach furniture permit requirements~~

171 ~~Beach furniture operator, as defined in this article must obtain a permit for beach furniture~~  
172 ~~setup and beach furniture storage on the public beach within the town. Town manager or designee~~  
173 ~~shall establish an administrative policy: beach furniture and equipment for the placement of beach~~  
174 ~~furniture on the public beach for public safety, access and maintenance. A hotel beach furniture~~  
175 ~~operator must procure a local business tax receipt and comply with the regulations of section 70-~~  
176 ~~41 of the Town of Surfside Code and all required licenses or permits from Miami Dade County,~~  
177 ~~the State of Florida and federal entities.~~

178 ~~Sections 86-26 to 86-33 herein shall be reviewed by the town commission within one year of~~  
179 ~~enactment and the town will notify any beach furniture permit holder prior to any meeting of such~~  
180 ~~review. Nothing in sections 86-31 to 86-33 shall require a permit from the general public to place~~  
181 ~~beach chairs and/or equipment on the beach for personal use on an as needed basis.~~

182 ~~*Application.* A beach furniture operator shall apply for a beach furniture permit on a form~~  
183 ~~prepared by the town with the applicable permit application fee.~~

184 ~~(1) Beach furniture permit applications for hotels or condominium associations located on~~  
185 ~~the east side of Collins Avenue shall include the following:~~

186 ~~a.—An application fee of \$500.00;~~

187 ~~b.—Beach furniture operations plan, including specifications on setup, storage, staffing~~  
188 ~~and clean up, and an evacuation plan, in the event of a natural disaster such as a~~  
189 ~~tropical storm or hurricane, specifying a storage area during the natural disaster;~~

190 e. ~~Compliance with indemnification and insurance requirements pursuant to section 86-~~  
191 ~~32 of the Town of Surfside Code.~~

192 (2) ~~Beach furniture permit applications for hotels located on the west side of Collins Avenue~~  
193 ~~must be approved by the town commission.~~

194 a. ~~Beach furniture permit applications for hotels located on the west side of Collins~~  
195 ~~Avenue shall include the following:~~

196 1. ~~An application fee of \$500.00;~~

197 2. ~~Beach furniture operations plan, including specifications on storage, staffing~~  
198 ~~and clean up, and an evacuation plan, in the event of a natural disaster such as a~~  
199 ~~tropical storm or hurricane, including a storage area;~~

200 3. ~~Compliance with indemnification and insurance requirements pursuant to~~  
201 ~~section 86-32 of the Town of Surfside Code;~~

202 b. ~~All applications for hotels located on the west side of Collins Avenue are subject to~~  
203 ~~the town administrative policy: beach furniture and equipment and shall be approved~~  
204 ~~by the town commission.~~

205 1. ~~The town commission shall review each application for conformity with the~~  
206 ~~town administrative policy: beach furniture and equipment and decide whether~~  
207 ~~the application shall be approved, approved with conditions, or denied.~~

208 2. ~~The town commission public hearing shall be advertised at least once in a local~~  
209 ~~newspaper of general circulation or publicly posted in the Town Hall at least ten~~  
210 ~~days prior to the public hearing. Written courtesy notices shall be sent by first~~  
211 ~~class mail to affected property owners within a radius of 300 feet and shall~~  
212 ~~contain a copy of the beach furniture permit application.~~

213 ~~A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property~~  
214 ~~by the applicant at the applicant's own expense denoting the following:~~

215 ~~REQUEST FOR: \_\_\_\_\_~~

216 ~~TOWN \_\_\_\_\_ COMMISSION \_\_\_\_\_ MEETING:~~  
217 ~~DATE AND TIME~~

218 ~~TOWN \_\_\_\_\_ HALL~~  
219 ~~9293 \_\_\_\_\_ Harding \_\_\_\_\_ Avenue~~  
220 ~~Surfside, FL 33154~~

221 ~~COMPLETE INFORMATION REGARDING THE BEACH FURNITURE~~  
222 ~~PERMIT APPLICATION IS AVAILABLE BY CONTACTING THE TOWN~~  
223 ~~HALL.~~

224 (3) ~~Exemption. Nothing in this article shall require a permit from a member of the general~~  
225 ~~public to place beach furniture on the public beach for personal use.~~

226 (4) ~~Review of beach furniture permit application. A permit shall be granted upon the~~  
227 ~~submittal of a completed application and the required fee, unless the town manager or~~

- 228 ~~designee or the town commission for beach furniture permit applications pursuant to~~  
229 ~~section 86-31(2)b. of the Town Code, determines that the granting of such a permit:~~
- 230 ~~a.—Unduly impedes governmental business or public access;~~
  - 231 ~~b.—Conflicts with previously scheduled activities;~~
  - 232 ~~c.—Imperils public safety; or~~
  - 233 ~~d.—Violates any public policy or local, state or federal law.~~
- 234 ~~(5)—A beach furniture permit is revocable if the applicant does not meet the requirements as~~  
235 ~~specified in the town code, administrative policy: beach furniture and equipment and~~  
236 ~~applicant's operation plan. A hotel beach furniture operator is subject to the provisions of~~  
237 ~~article II "Local business tax receipt" of chapter 70 of the Town Code.~~
- 238 ~~(6)—Appeals. If a beach furniture permit is denied or revoked by the town manager or~~  
239 ~~designee, the beach furniture operator may, within 30 days of the decision, file a notice~~  
240 ~~of appeal to the town commission. The appeal shall be heard as a quasi-judicial matter.~~

241 Section 86-31. – Destruction or diminishment of beach or dune system.

242 It is unlawful and prohibited for any person to do, conduct, or permit any of the following on  
243 a beach, upon a dune, in an area containing dune vegetation, or in the waters adjacent to a beach:

- 244 (a) Operate any vehicle, whether engine, battery or electric-powered. The provisions of this  
245 subsection shall not apply to:
- 246 i) A person with a disability utilizing a wheelchair or approved conveyance for a  
247 person with a disability.
  - 248 ii) A person acting under authority of or with permission of the Town or other  
249 governmental agencies or entities for emergencies or other operations.
- 250 (b) Sell, rent, or conduct any business or commercial activity related to beach furniture.  
251 Notwithstanding, this subsection shall not prohibit a hotel or condominium from providing  
252 hotel guests or condominium owners, residents, tenants, or guests with beach furniture in  
253 accordance with the provisions of this Article.

254 Section 86-32. – Indemnification and insurance.

- 255 ~~(a)—The beach furniture operator agrees to indemnify, defend, save and hold harmless the town,~~  
256 ~~its officers and employees from any and all claims, liability, lawsuits, damages and causes of~~  
257 ~~action which may arise out of the permit or the beach furniture operator's activity on the public~~  
258 ~~beach.~~
- 259 ~~(b)—The beach furniture operator agrees to obtain and maintain for the entire permit period, at its~~  
260 ~~own expense, the following requirements:~~
- 261 ~~(1)—Commercial general liability insurance in the amount of \$1,000,000.00 per occurrence~~  
262 ~~for bodily injury and property damage. The town must be named as an additional insured~~  
263 ~~on this policy, and an endorsement must be issued as part of the policy reflecting~~  
264 ~~compliance with this requirement.~~



- 265           ~~(2) — Workers' compensation and employers' liability as required by the state.~~
- 266           ~~(e) — All policies must be issued by companies authorized to do business in the state and rated~~  
 267           ~~B+:VI or better per Best's Key Rating Guide, latest edition.~~
- 268           ~~(d) — The town must receive 30 days' written notice prior to any cancellation, non-renewal or~~  
 269           ~~material change in the coverage provided.~~
- 270           ~~(e) — The beach furniture operator must provide and have approved by the town an original~~  
 271           ~~certificate of insurance as evidence that the requirements set forth in this section have been~~  
 272           ~~met prior to commencing operations.~~
- 273           ~~(f) — Failure to comply with these requirements shall be deemed to be operating without a valid~~  
 274           ~~permit and shall cause an immediate suspension or revocation of the permit.~~
- 275           Sec. 86-32. – Lost or Abandoned Beach Furniture.

276           Whenever a code compliance officer or law enforcement officer shall ascertain that an article of  
 277           lost or abandoned beach furniture is present on the public beach, the officer shall follow the  
 278           procedures set forth in Chapter 705, Florida Statutes, as may be amended from time to time.  
 279           Notwithstanding, a code compliance officer may also enforce the provisions of this section in  
 280           accordance with Section 86-33 of this article. Code compliance officers are designated to  
 281           administer the provisions of this section and Chapter 705, Florida Statutes, as may be amended  
 282           from time to time, pertaining to lost or abandoned property.

283           Section 86-33. - Violations, civil fines and penalties.

284           Any person or entity found to be in violation of any condition of this section issued herein  
 285 shall first be issued a warning. Failure to correct the violation within one hour following the  
 286 issuance of a warning shall result in the issuance of a civil violation notice as provided in section  
 287 15-10 of the Town Code.

288           Violations of this section shall be subject to the following fines:

- 289           (1) If the violation is the first violation—\$100.00
- 290           (2) If the violation is the second violation within the preceding 12 months—\$500.00
- 291           (3) Any subsequent violation after the second violation within the preceding 12 months—  
 292           \$1,000.00
- 293           ~~(4) — After the third violation, a beach furniture operator shall be suspended from beach~~  
 294           ~~furniture operations for a period of one year from the date of violation.~~

295           Section 86-34, 86-35. - Reserved.

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Division 2. – Conduct

Sec. 86-36. - Scope.

The provisions of this division apply to any of the areas within the corporate limits of the town which by virtue of law or through municipal ownership or common usage are determined and considered to be public beaches.

Sec. 86-37. - Soliciting for commercial photography.

No person shall solicit for a commercial photographer or to take pictures in connection with commercial photography unless invited to do so by the person desiring that the picture be taken.

Sec. 86-38. - Picnicking.

No person shall picnic or eat or consume food on the beaches coming under this division.

Sec. 86-39. - Drinking alcoholic beverages.

No person shall drink or consume alcoholic beverages on the beaches coming under this division.

Sec. 86-40. - Build fires.

No person shall build or maintain a fire on any beach coming under this division.

Sec. 86-41. - Peddling.

No person, firm or entity (other than the Town of Surfside) shall sell, or rent goods or services, or carry on any business on the beaches coming under this division, unless specifically approved by the Commission.

\* \* \*

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

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

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

**Section 6. Effective Date; Expiration of Beach Furniture Permits.** This Ordinance shall become effective on October 1, 2020, after final adoption on second reading. All existing beach furniture operator permits, including but not limited to those approved by resolution of the

331 Town Commission, shall expire as of September 30, 2020 at 11:59 p.m. As of October 1, 2020, no  
332 beach furniture operator permits shall be authorized or issued pursuant to the provisions of Chapter  
333 86.

334 **PASSED** on first reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

335 **PASSED AND ADOPTED** on second reading on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

336 **First Reading:**

337 Motion by: \_\_\_\_\_

338 Second by: \_\_\_\_\_

339

340 **Second Reading:**

341 Motion by: \_\_\_\_\_

342 Second by: \_\_\_\_\_

343

344 **FINAL VOTE ON ADOPTION**

345 Commissioner Charles Kesl \_\_\_\_\_

346 Commissioner Eliana R. Salzhauer \_\_\_\_\_

347 Commissioner Nelly Velasquez \_\_\_\_\_

348 Vice Mayor Tina Paul \_\_\_\_\_

349 Mayor Charles W. Burkett \_\_\_\_\_

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\_\_\_\_\_  
Charles W. Burkett  
Mayor

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355 **ATTEST:**

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359 \_\_\_\_\_  
Sandra N. McCreedy, MMC

360 Town Clerk

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

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365

366

367 \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.

368 Town Attorney



# MEMORANDUM

ITEM NO. 5A

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Design Services for the Reconstruction of 96<sup>th</sup> Street Park

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On May 20, 2019 the Parks and Recreation Committee reviewed a selected design firm's proposal and qualifications. It was noted during the meeting that having a preapproved firm would help expedite the design concept phase of the park. The committee felt at this time the best possible way to proceed would be to request the town to go back out for a new RFQ to include one for design and one for construction of 96<sup>th</sup> street park. The committee felt that a new RFQ would provide the best possible current firms available. The motion was made to request a new RFQ as stated and the motion was approved 4-0 by the committee.

The Parks and Recreation Committee recommendation along with other options to move forward with the selection of a design firm for the reconstruction of the 96<sup>th</sup> street park facility was presented to the Town Commission during the June 11, 2019 Commission Meeting.

The Town Commission's direction during this meeting was for staff to move forward with the Parks and Recreation Committee's recommendation to draft a new RFQ for Design Services for the design concept for a rebuilt facility.

Due to the technical and complex details involved in the design process of a new facility, staff reached out for professional services to provide the professional guidance necessary to communicate to as well as inform prospective design teams of all the project requirements and essential elements to make certain that all bids are responsive and inclusive. The scope also provided professional guidance to prepare the RFQ document and review the bid responses. Calvin, Giordano & Associates Inc. was retained for these professional services. CGA Work Authorization No. 128 Surfside Reconstruction of 96<sup>th</sup> Street Park approved 11/12/19 Commission to provide RFQ Consulting Services.

RFQ No. 2020-02 advertised January 31, 2020

RFQ Submission Deadline/Bid Opening date: March 20, 2020

Mandatory Pre-Proposal Meeting February 13, 2020 10:00am Commission Chambers

Addendums issued:

1. March 2, 2020 Answered 23 questions
2. March 17, 2020 postponed Submission Deadline/Bid Opening to April 30, 2020
3. April 17, 2020 postponed Submission Deadline/Bid Opening to May 28, 2020

RFQ Bid Opening May 28, 2020. Responders:

- MC Harry & Associates Inc.
- Synalowski Romanik Saye LLC
- Savino & Miller Design Studio
- Groundswell Design Group
- The Beta Jones Group Inc.

Evaluation Committee Meeting June 11, 2020 2:30pm Town Hall Conference Room

- Groundswell Design Group – deemed non-responsive due to not attending Mandatory Pre-Proposal Meeting
- Selection Committee ranked three (3) firms by vote for oral presentation to Committee:
  - Synalowski Romanik Saye LLC
  - Savino & Miller Design Studio
  - The Beta Jones Group Inc

Evaluation Committee Meeting July 23, 2020 Virtual ZOOM Meeting for oral presentations:

1. 10:00am: The Beta Jones Group Inc.
2. 10:45am: Savino & Miller Design Studio
3. 11:30am: Synalowski Romanik Saye LLC

Evaluation Committee Meeting July 23, 2020 Virtual ZOOM Meeting for oral presentations rankings

1. Committee met immediately following oral presentations via ZOOM
2. Rankings by Committee vote:
  - #1 Savino & Miller Design Studio
  - #2 Synalowski Romanik Saye LLC
  - #3 The Beta Jones Group Inc

The evaluation committee scored Savino & Miller Design Studio the highest and they were deemed most qualified. Savino & Miller Design Studio will work with the Commission and the Parks & Recreation Committee to ensure the park is designed in accordance with Town concepts, requirements and budgets. The Park Project design team is capable and experienced in the delivery of project designs that are both permissible and constructible.

Town Administration is requesting authorization to enter into contract negotiations with Savino & Miller Design Studio for design and post-design services for the Surfside 96<sup>th</sup> Street Park Project.

Reviewed by JG/TM

Prepared by TM

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, SAVINO & MILLER DESIGN STUDIO, PURSUANT TO RFQ NO. 2020-02 SEEKING DESIGN SERVICES FOR RECONSTRUCTION OF 96<sup>TH</sup> STREET PARK; AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 31, 2020, the Town of Surfside (“Town”) issued and advertised Request for Qualifications (RFQ) No.2020-02 seeking design or architectural services for the reconstruction of 96<sup>th</sup> Street Park (“Services”); and

**WHEREAS**, proposals received from qualified firms in response to RFQ No. 2020-02 were evaluated and ranked, and three firms ranked as responsive and qualified, with Savino & Miller Design Studio. as the highest-ranked firm; and

**WHEREAS**, the Town Commission desires to authorize the Town Mayor and Town administration to negotiate a professional services agreement with the highest-ranked firm, Savino & Miller Design Studio, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and authorize negotiations with the qualified firms in order to enter into a professional services agreement for the Services.

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

**Section 1.     Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Negotiations Authorized with Qualified and Ranked Firms Pursuant to RFQ 2020-02.** The Town Mayor and Town administration are hereby authorized to negotiate a professional services agreement with the highest-ranked firm, Savino & Miller Design Studio, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services.

**Section 3. Implementation.** The Town Mayor and Town administration are hereby authorized to take any further action as necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 11<sup>TH</sup> day of August, 2020.

\_\_\_\_\_  
CHARLES W. BURKETT, MAYOR

**SUMMARY OF VOTE**

Commissioner Charles Kesl \_\_\_\_\_  
Commissioner Eliana R. Salzhauer \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Tina Paul \_\_\_\_\_  
Mayor Charles W. Burkett \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
SANDRA MCCREADY, MMC, TOWN CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
TOWN ATTORNEY

Resolution \_\_\_\_  
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# MEMORANDUM

ITEM NO. 5B

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** September 10, 2020  
**Subject:** Miami-Dade County Local Mitigation Strategy (LMS) Plan

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The State of Florida has completed the Miami-Dade County Local Mitigation Strategy Plan (LMS) review and determined that the Plan meets all the requirements as it relates to Federal Hazard Mitigation Planning Standards contained in 44 CFR 201.6(b)-(d). As the report is very large a link to the report will be provided by the Clerk.

In order for the Town to maintain compliance with Federal standards and continue to receive LMS funding, each municipality must adopt the Miami-Dade County LMS Plan prior to the September 15, 2020 - expiration date of the current LMS. Furthermore, local governments acting as sub-grantees must adopt the attached Miami-Dade County LMS Plan to have eligibility to apply for and/or receive payments and reimbursement under executed grant agreements for the following hazard mitigation grant programs:

- Hazard Mitigation Grant Program (HMGP)
- Business Resilient Infrastructure and Communities (BRIC) - formerly known as Pre-Disaster Mitigation (PDM)
- Flood Mitigation Assistance (FMA) Grant Program
- Community Development Block Grant - Mitigation (CDBG-MIT) Grant Program

Town Administration recommends the Commission approve the attached resolution. The Town plan on submitting for grants through these programs.

Reviewed by: LA

Prepared by: JG



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE MIAMI-DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) 2020; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Federal Emergency Management Agency funds a national initiative to help communities develop local mitigation strategies to identify projects that mitigate the effects of natural disasters and to identify funding sources necessary to implement the projects; and

**WHEREAS**, the Florida Division of Emergency Management (“FDEM”) entered into a contract with Miami-Dade County (“County”) to provide funding to the County and municipalities within its jurisdiction to jointly develop the County’s Local Mitigation Strategy 2020 (the “LMS”), which will be incorporated into the Statewide Mitigation Strategy; and

**WHEREAS**, on August 28, 2020, FDEM completed its review of the LMS and informed the County that the LMS met the Federal Hazard Mitigation Planning Standards requirements contained in 44 CFR 201.6(b)-(d) (“Federal Standards”); and

**WHEREAS**, in order to maintain compliance with Federal Standards and to remain eligible to receive LMS funding under various grant agreements, the Town of Surfside (the “Town”) desires to adopt the LMS, a copy of which is on file in the Office of the Town Clerk and attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the Town.

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

**Section 1.     Recitals Adopted.** Each of the above-stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2.     Adoption.** The Town Commission hereby adopts the LMS, a copy of which is on file in the Office of the Town Clerk and attached hereto as Exhibit “A.”

**Section 3.**    **Implementation.**    The Town Commission hereby authorizes the Town Manager to take such further action as may be necessary to implement the intent and purposes of this Resolution.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of September, 2020.

Motion By: \_\_\_\_\_  
Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Charles Kesl                    \_\_\_\_\_  
Commissioner Eliana R. Salzhauer        \_\_\_\_\_  
Commissioner Nelly Velasquez            \_\_\_\_\_  
Vice Mayor Tina Paul                        \_\_\_\_\_  
Mayor Charles W. Burkett                    \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

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

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

## EXHIBIT A

A copy of the “2020 Miami-Dade County Local Mitigation Strategy” is available in the Office of the Town Clerk.

In addition, the documents for Exhibit “A” are available (as of September 1, 2020) at:

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&id=CABEA3690EFE858C%21106&cid=CABEA3690EFE858C>

Alternatively, the individual documents that comprise Exhibit “A” may be accessed at the following links (as of September 1, 2020):

Part 1: The Strategy

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21111&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 2: The Projects

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21113&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 3: Funding

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21107&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 4: The Appendices

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21109&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 5: Meeting Minutes

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21108&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 6: Completed Projects

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21112&parId=CABEA3690EFE858C%21106&o=OneUp>

Part 7: National Flood Insurance Program and Community Rating System

<https://onedrive.live.com/?authkey=%21ANHKEc2ON%5FvvTbU&cid=CABEA3690EFE858C&id=CABEA3690EFE858C%21110&parId=CABEA3690EFE858C%21106&o=OneUp>



STATE OF FLORIDA

**DIVISION OF EMERGENCY MANAGEMENT**

Ron DeSantis  
Governor

Jared Moskowitz  
Director

August 26, 2020

Frank Rollason, Director  
Miami-Dade County Emergency Management  
9300 Northwest 41<sup>st</sup> Street  
Doral, Florida 33178

Re: Miami-Dade County Local Hazard Mitigation Plan Approved Pending Adoption

Dear Director Rollason,

This is to confirm that we have completed a State review of the Miami-Dade County Local Mitigation Strategy (LMS) update for compliance with the federal hazard mitigation planning standards contained in 44 CFR 201.6(b)-(d). Based on our review and comments, Miami-Dade County developed and submitted all the necessary plan revisions and our staff has reviewed and approved these revisions. We have determined that the Miami-Dade County LMS plan is compliant with federal standards, subject to formal community adoption, for the jurisdictions below:

- |                                   |                             |
|-----------------------------------|-----------------------------|
| Miami-Dade County, Unincorporated | City of Sweetwater          |
| City of Aventura                  | City of West Miami          |
| City of Coral Gables              | Town of Bay Harbor Islands  |
| City of Doral                     | Town of Cutler Bay          |
| City of Florida City              | Town of Golden Beach        |
| City of Hialeah Gardens           | Town of Key Biscayne        |
| City of Hialeah                   | Town of Medley              |
| City of Homestead                 | Town of Miami Lakes         |
| City of Miami                     | Town of Surfside            |
| City of Miami Beach               | Village of Bal Harbour      |
| City of Miami Gardens             | Village of Biscayne Park    |
| City of Miami Springs             | Village of El Portal        |
| City of North Miami               | Village of Indian Creek     |
| City of North Bay Village         | Village of Miami Shores     |
| City of North Miami Beach         | Village of Palmetto Bay     |
| City Opa Locka                    | Village of Pinecrest        |
| City of South Miami               | Village of Virginia Gardens |
| City of Sunny Isles Beach         |                             |

Upon submittal of a copy of all participating jurisdictions' documentation of their adoption resolutions to our office, we will send all necessary documentation to the Federal Emergency Management Agency (FEMA) who will issue formal approval of the Miami-Dade County LMS.

If you have any questions regarding this matter, please contact your LMS Liaison Laura Waterman at [Laura.Waterman@em.myflorida.com](mailto:Laura.Waterman@em.myflorida.com) or 850-815-4512.

Respectfully,



Miles E. Anderson,  
Bureau Chief, Mitigation  
State Hazard Mitigation Officer

MEA/lw

Attachments: MEMORADUM: State approval of LMS plans under Program Administration by States (PAS)

cc: FEMA Region IV, Mitigation Division – Risk Analysis Branch



Office of Emergency Management  
9300 NW 41 Street  
Miami, FL 33178  
Email: [eoc@miamidade.gov](mailto:eoc@miamidade.gov)  
Phone: 305-468-5400  
Fax: 305-468-5401

August 28, 2020

**Municipality Address**

To Whom It May Concern:

**RE: Miami-Dade County Local Mitigation Strategy (LMS) 2020 Approval Process**

This letter is to inform you that the State of Florida has completed the Miami-Dade County Local Mitigation Strategy Plan (LMS) review and determined that the Plan meets all the requirements as it relates to Federal Hazard Mitigation Planning Standards contained in 44 CFR 201.6(b)-(d).

In order for a jurisdiction to maintain compliance with Federal standards **and continue to receive LMS funding**, each municipality must adopt the Miami-Dade County LMS Plan prior to the September 15, 2020 - expiration date of the current LMS. Furthermore, local governments acting as sub-grantees must adopt the attached Miami-Dade County LMS Plan to have eligibility to apply for and/or receive payments and reimbursement under executed grant agreements for the following hazard mitigation grant programs:

- Hazard Mitigation Grant Program (HMGP)
- Business Resilient Infrastructure and Communities (BRIC) – *formerly known as Pre-Disaster Mitigation (PDM)*
- Flood Mitigation Assistance (FMA) Grant Program
- Community Development Block Grant - Mitigation (CDBG-MIT) Grant Program

Please submit a copy of your jurisdiction's fully executed LMS adopted resolution to Robin Yang, Whole Community Mitigation Planner, at [robin.yang@miamidade.gov](mailto:robin.yang@miamidade.gov). Should you have any questions regarding the process or need further clarification, please contact Mr. Yang.

Sincerely,

Frank K. Rollason  
Director

Enclosures



# MEMORANDUM

ITEM NO. 5C

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

**From:** Jason Greene, Interim Town Manager

**Date:** August 25, 2020

**Subject:** Structural Plans Review Funding Authorization

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Structural plans review is an essential function of the Building Department in issuing building permits that involve said scope. This professional service is provided by MTCI Private Provider Services, LLC.

Staff respectfully requests authorization of funding for structural plan review until such time as the Town begins the bidding process for engineering pool services (GECS) under RFQ per Town Ordinance Section 3-7.

Reviewed by: MR/RP

Prepared by: MR/RP

**RESOLUTION NO. 2020-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR STRUCTURAL PLAN REVIEW SERVICES TO M.T. CAUSLEY, LLC; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) issued RFQ 2020-06 for Continuing Professional Engineering Services, which seeks to competitively secure proposers that will, among other things, provide the Town with structural plan review services (“Services”); and

**WHEREAS**, the Town is currently receiving the Services from M.T. Causley, LLC (“Consultant”) pursuant to the Professional Services Agreement attached hereto as Exhibit “A” (“Agreement”); and

**WHEREAS**, pursuant to Section 3-6(b) of the Town Code of Ordinances (“Code”), the Town Manager is currently authorized to expend up to \$25,000 per fiscal year for the Services; and

**WHEREAS**, in order to continue receiving the Services while the Town procures RFQ 2020-06, the Town Manager requires Town Commission approval to make continued expenditures for the Services exceeding the \$25,000 expenditure authority limit through the current fiscal year and through December 31, 2020, as needed; and

**WHEREAS**, pursuant to Section 3-6(c) of the Town Code, the Town Commission wishes to authorize the expenditure of funds to the Consultant for the continued provision of the Services exceeding \$25,000 for the current fiscal year and through December 31, 2020, as needed; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town and will ensure continued Services.



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

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Authorization to Expend Funds.** The Town Manager is authorized to expend funds for the Services to Consultant exceeding \$25,000 for the current fiscal year through September 30, 2020, and is further authorized to expend funds as needed for the continuation of Services through December 31, 2020.

**Section 3. Implementation.** The Town Manager is authorized to take any and all action necessary to implement the purposes of this Resolution.

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

**PASSED AND ADOPTED** this 25<sup>th</sup> day of August, 2020.

**FINAL VOTE ON ADOPTION:**

Commissioner Charles Kesl	_____
Commissioner Eliana R. Salzhauer	_____
Commissioner Nelly Velasquez	_____
Vice Mayor Tina Paul	_____
Mayor Charles W. Burkett	_____

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

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

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

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
M.T. CAUSLEY, LLC**

**THIS PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made effective as of the 1st day of April, 2020 (the “Effective Date”), by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation, whose principal address is 9293 Harding Avenue, Surfside, Florida 33154 (hereinafter the “Town”), and **M.T. CAUSLEY, LLC.**, a Florida limited liability company, whose principal address is 866 Ponce de Leon Blvd., 2<sup>nd</sup> Floor, Coral Gables, FL 33134 (hereinafter, the “Contractor”).

**WHEREAS**, the Town is seeking an independent contractor or consultant to perform structural plan review services, as described in the List of Services attached hereto as Exhibit “A” (the “Services”); and

**WHEREAS**, the Contractor and Town have, through mutual agreement, agreed upon the rate schedule as set forth in Exhibit “B” (the “Fee Schedule for Services”) in connection with the Services; and

**WHEREAS**, the Town desires to engage the Contractor to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Contractor and the Town agree as follows:

**1. Scope of Services.**

- 1.1. The Contractor shall furnish the Services, as requested by the Town and on an as-needed basis, as detailed in Exhibit “A” attached (“List of Services” or “Services”).
- 1.2. The Contractor shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter “Deliverables”).
- 1.3. The Contractor shall abide by and perform the Services in accordance with the Charter, Code and all ordinances and regulations of the Town of Surfside, Miami-Dade County, the Florida Building Code and State of Florida laws.
- 1.4. **Staffing.** The Contractor shall provide adequate personnel and staff necessary to timely and efficiently perform the Services, in accordance with the requirements of the List of Services in Exhibit A” attached hereto. Adjustments may be made based upon the needs and demands of the Town, as approved by the Town Manager. If at any time during the term of this

Agreement, the Town becomes dissatisfied with the performance of any of the Contractor's employees or personnel assigned to perform the Services, the Town may request that the Contractor remove the employee or personnel immediately upon the notification by the Town. The Contractor agrees to act in good faith and to use its best efforts to replace same with an employee acceptable to the Town and resolve any problems experienced by the Town.

**2. Term/Commencement Date.**

- 2.1 This Agreement shall remain in effect from the Effective Date through September 30, 2020, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement for two (2) additional one (1) year periods on the same terms and conditions as set forth herein upon written notice to the Contractor and approval by the Town Commission, as required.
- 2.2 Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the List of Services attached hereto as Exhibit "A" and in the manner provided in this Agreement, unless extended by the Town Manager.

**3. Compensation and Payment.**

- 3.1 Compensation for Services provided by Contractor shall be in accordance with the approved rates and "Fee Schedule for Services" attached hereto as Exhibit "B."
- 3.2 Contractor shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Contractor under the Fee Schedule for Services attached hereto as Exhibit "B." Fees shall be paid in arrears each month, pursuant to Contractor's invoice, and in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

**4. Subcontractors.**

- 4.1 The Contractor shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services.
- 4.2 Contractor may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager, which approval shall be granted or withheld in the Town Manager's sole and absolute discretion.

**5. Town's Responsibilities.**

- 5.1 Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Contractor to assist Contractor in performing the Services.
- 5.2 Upon Contractor's request, Town shall reasonably cooperate in arranging access to public information that may be required for Contractor to perform the Services.

**6. Contractor's Responsibilities.**

- 6.1 The Contractor represents and warrants to the Town that it has the required knowledge, expertise and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner. The Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services for each project as is ordinarily provided by a Contractor under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Contractor's Deliverables or Services are incorrect, not properly rendered, defective, or fail to conform to Town requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.
- 6.2 The Contractor hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town.

**7. Conflict of Interest.**

- 7.1 To avoid any conflict of interest or any appearance thereof, Contractor shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any current, or foreseeable, adversarial issues in the Town. For the purposes of this section "adversarial" shall mean any development application before the Town where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Town is a party.

**8. Termination.**

- 8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar day's written notice to the Contractor, or immediately with cause.
- 8.2 Upon receipt of the Town's written notice of termination, Contractor shall immediately stop Services, unless directed otherwise by the Town Manager.
- 8.3 In the event of termination by the Town, the Contractor shall be paid for all work accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Paragraph 8.4.
- 8.4 The Contractor shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

- 9.1 Contractor shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent.
  - a. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.
  - b. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Contractor shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

- c. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.
- d. Professional Liability Insurance in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence, single limit, and Two Million Dollars (\$2,000,000.00) in the aggregate. .

9.2 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by Town and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. The Contractor shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

9.3 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Town is to be specifically included as an Additional Insured for the liability of the Town

resulting from Services performed by or on behalf of the Contractor in performance of this Agreement. The Contractor's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Contractor's insurance. The Contractor's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

9.5 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Contractor shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

**10. Nondiscrimination.**

10.1 During the term of this Agreement, Contractor shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

**11. Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

12.1 Contractor shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Contractor's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts



between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Contractor's negligent performance or non-performance of this Agreement.

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

**3. Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:                   Guillermo Olmedillo, Town Manager  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL 33154  
[golmedillo@townofsurfside.fl.gov](mailto:golmedillo@townofsurfside.fl.gov)

With a copy to:               Lillian M. Arango, Esq.  
Town Attorney  
Weiss Serota Helfman Cole & Bierman, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134  
Email: [larango@wsh-law.com](mailto:larango@wsh-law.com)

For the Contractor:       Michael T. Causley, President  
M.T.Causley, LLC  
866 Ponce de Leon Blvd., 2<sup>nd</sup> Floor  
Coral Gables, Florida 33134  
Email: [MTC@mtcinspectors.com](mailto:MTC@mtcinspectors.com)

**14. Governing Law and Venue.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

- 15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Contractor represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Contractor have been duly authorized, and this Agreement is binding on Contractor and enforceable against Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**16. Ownership and Access to Records and Audits.**

- 16.1 Contractor acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Contractor during the term of this Agreement (“Work Product”) belong to the Town. Contractor shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 Contractor agrees to keep and maintain public records in Contractor’s possession or control in connection with Contractor’s performance under this Agreement. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.
- 16.3 Upon request from the Town’s custodian of public records, Contractor shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or

created in connection with this Agreement are and shall remain the property of the Town.

- 16.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Contractor shall be delivered by the Contractor to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Contractor shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6 Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- 16.7 Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.

**Notice Pursuant to Section 119.0701(2)(a), Florida Statutes**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Sandra Novoa  
**Mailing address:** 9293 Harding Avenue  
Surfside, FL 33154  
**Telephone number:** 305- 861-4863, Ext. 226  
**Email:** [snovoa@townofsurfside.fl.gov](mailto:snovoa@townofsurfside.fl.gov)

**17. Solicitation/Hiring of Contractor's Employees.**

- 17.1 During the term of this Agreement, Town shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of

Contractor who provided services to Town pursuant to this Agreement (“Service Providers”), or who interacted with the Town in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Contractor). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Contractor’s trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

**18. Nonassignability.**

18.1 This Agreement shall not be assignable by Contractor unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Contractor, and Contractor’s familiarity with the Town’s area, circumstances and desires.

**19. Severability.**

19.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

**20. Independent Contractor.**

20.1 The Contractor and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**21. Compliance with Laws.**

21.1 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.

**22. Waiver.**

22.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**23. Survival of Provisions.**

23.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**24. Prohibition of Contingency Fees.**

24.1 The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**25. Public Entity Crimes Affidavit.**

25.1 Contractor shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**26. Counterparts.**

26.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written below their signatures.

**FOR THE CONTRACTOR:**

**M.T. CAUSLEY, LLC., a**

Florida limited liability company

By: 

Name: Michael T. Caustey


Title: President

Date Executed: March 17, 2020

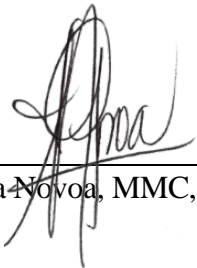
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

**FOR THE TOWN:**

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

By:   
Guillermo Olmedillo, Town Manager  
Date Executed: April 1, 2020

Attest:

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

Approved as to Form and Legal Sufficiency:

By:   
Weiss Serota Helfman Cole & Berman, P.L.  
Town Attorney

**EXHIBIT “A”  
LIST OF SERVICES**

The List of Services are to be provided by Contractor include the following:

Structural Plan Review Services

- √ Provide plan review services electronically or in the traditional paper format
- √ Review Plans for compliance with adopted building codes, local amendments or ordinances
- √ Be available for pre-submittal meetings by appointment
- √ Communicate plan review findings and recommendations in writing
- √ Return a set of finalized plans and all supporting documentation
- √ Provide review of plan revisions and remain available to applicant after the review is complete

Timeline for Performance

Services will be performed during normal business hours, excluding municipal holidays.

- √ Services will be performed on an as needed, as requested basis
- √ Contractors representative(s) will be on-site weekly, based on activity levels
- √ Contractors representative(s) will be available by cell phone and email
- √ Contractors representative(s) will meet with the public by appointment
- √ Plan review shall be performed timely in accordance with the following schedule: Five (5) business days from receipt
- √ The Town is in the process of implementing and utilizing the Tyler Software application software for plan review and inspections (“Software”). The Contractor shall fully implement, integrate and utilize the Software in the performance of the Services once the Software is operational and in use by the Building Department.

Municipal Obligations

- √ Municipality will issue permits and collect all fees
- √ Municipality will intake plans and related documents for pickup by Contractor and/or submit to Contractor electronically
- √ Municipality will provide a monthly activity report that will be used for monthly invoicing
- √ Municipality will provide zoning administration for projects assigned to Contractor
- √ Municipality will provide code books for front counter use
- √ Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax



**EXHIBIT "B"**  
**FEE SCHEDULE FOR SERVICES**

The Fee Schedule for Services to be performed pursuant to this Agreement are as follows:

<b>Structural Plan Review Services</b>	<b>\$150.00 per hour, not to exceed \$25,000 per fiscal year</b>
--	--



# MEMORANDUM

ITEM NO. 5D

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 25, 2020  
**Subject:** General Planning Services RFQ 2020-05

---

The Town of Surfside issued RFQ 2020-05 for General Planning Services on June 15, 2020 pursuant to Town Ordinance Section 3-7.

Addendum Number 1 was issued June 26, 2020 to reschedule the pre-proposal submission conference venue to virtual via Zoom.

Addendum Number 2 was issued July 20, 2020 to answer submitted questions concerning staff presentations, qualifications and experience.

Bids were opened July 30, 2020 with six firms responding to the RFQ.

The Evaluation Committee is made up the following participants:

Judith Frankel, Resident Chairperson  
Alan Graham, Code Director

Randy Stokes, Public Works Director  
Ross Prieto, Building Official

The Evaluation Committee ranked the six responsive firms via Zoom August 12, 2020 selecting three finalists to proceed to the presentation phase.

- Corradino Group
- KCI Tech
- Marlin Engineering

The Evaluation Committee meeting via Zoom August 20, 2020 viewed presentations by the three finalist firms as follows including rankings:

- 10 am Marlin Engineering (369 points) – ranked number 1
- 11 am KCI Tech (322 points) – ranked number 2
- 12 noon Corradino Group (321 points) – ranked number 3

Town Administration is requesting authorization to enter into contract negotiations with Marlin Engineering for General Planning Services.

Reviewed by JG

Prepared by RP

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE HIGHEST-RANKED QUALIFIED FIRM, MARLIN ENGINEERING, PURSUANT TO RFQ NO. 2020-05 SEEKING GENERAL PLANNING SERVICES, AND FURTHER AUTHORIZING, IF NECESSARY, NEGOTIATIONS WITH SUBSEQUENTLY RANKED QUALIFIED FIRMS, FOR THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on June 15, 2020, the Town of Surfside (“Town”) issued and advertised Request for Qualifications (RFQ) No.2020-05 seeking qualified firms to provide general planning services to the Town (“Services”); and

**WHEREAS**, proposals received from qualified firms in response to RFQ No. 2020-05 were evaluated and ranked, and three firms were ranked as responsive and qualified, with Marlin Engineering, as the highest-ranked firm; and

**WHEREAS**, the Town Commission wishes to authorize the Town Manager and administration to negotiate a professional services agreement with the highest-ranked firm, Marlin Engineering, including a scope of services and fees for the Services, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services; and

**WHEREAS**, the Town Commission finds that it is in the best interests of the Town to proceed as indicated in this Resolution and authorize negotiations with the qualified firms in order to enter into a professional services agreement for the Services.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Negotiations Authorized with Qualified and Ranked Firms Pursuant to RFQ 2020-05.** The Town Manager and Town administration are hereby authorized to negotiate a professional services agreement with the highest-ranked firm, Marlin Engineering, including a scope of services and fees for the Services, and, if necessary, authorize negotiations with the subsequently ranked qualified firms for award of a professional services agreement for the Services.

**Section 3. Implementation.** The Town Manager and Town administration are hereby authorized to take any further action as necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 10<sup>th</sup> day of September, 2020.

\_\_\_\_\_  
CHARLES W. BURKETT, MAYOR

**SUMMARY OF VOTE**

Commissioner Charles Kesl \_\_\_\_\_  
Commissioner Eliana R. Salzhauer \_\_\_\_\_  
Commissioner Nelly Velasquez \_\_\_\_\_  
Vice Mayor Tina Paul \_\_\_\_\_  
Mayor Charles W. Burkett \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Resolution \_\_\_\_  
Page 2

SANDRA MCCREADY, MMC, TOWN CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

---

TOWN ATTORNEY



# MEMORANDUM

ITEM NO. 5E

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

**From:** Jason Greene, Interim Town Manager

**Date:** September 10, 2020

**Subject:** Public Information Representative Contract with Pinzur Communications

The Town entered into an extension of the contract with Pinzur Communications for Public Information Representative services in 2018 at a rate of \$7,500 per month. At the July 28, 2020 Special Commission Meeting, Town Administration was directed to re-negotiate the existing scope of service reducing the cost to the Town while expanding services to include tourism support.

Negotiations have resulted in a revised scope that includes tourism support while decreasing the cost by 13.3% or \$1,000 per month. The contract includes a termination clause. It is expected that the new Community Services & Public Communications department will work with Pinzur Communications to shift some responsibilities inhouse.

Town Administration recommends approval of the resolution and amended contract that would extend the Public Information Representative contract.

Reviewed by: LA

Prepared by: JG

**RESOLUTION NO. 2020- \_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SECOND RENEWAL/AMENDMENT TO THE AGREEMENT WITH PINZUR COMMUNICATIONS, INC. FOR PUBLIC INFORMATION REPRESENTATIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 15, 2017, the Town of Surfside (the “Town”) entered into a Professional Services Agreement with Pinzur Communications, Inc. (“Consultant”) for public information representative services (“Agreement”); and

**WHEREAS**, on October 9, 2018, the Town Commission adopted Resolution No. 2018-2540, approving the First Renewal/Amendment to the Agreement with the Consultant to amend the scope of services and extend the term of the Agreement; and

**WHEREAS**, the Town and the Consultant wish to amend the Agreement as set forth in the Second Renewal/Amendment to the Agreement attached hereto as Exhibit “A” (the “Second Renewal/Amendment”), in order to retroactively extend the term of the First Renewal/Amendment from October 1, 2019, through September 30, 2020; to extend the term of the Agreement for an additional one year period effective October 1, 2020 through September 30, 2021, with additional renewal terms; and to amend the compensation terms and scope of services; and

**WHEREAS**, the Town Commission finds that the Second Renewal/Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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

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

**Section 2. Approval of Second Renewal/Amendment.** The Town Commission hereby approves the Second Renewal/Agreement between the Town and the Consultant, in substantially the form attached hereto as Exhibit “A.”

**Section 3. Implementation.** The Town Commission hereby authorizes the Town Manager to execute the Second Renewal/Agreement with the Consultant, together with such changes as may be approved by the Town Manager, subject to approval by the Town Attorney as

to form and legality, and to take any action which is reasonably necessary to implement the purposes of the Second Renewal/Agreement and this Resolution.

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

**PASSED AND ADOPTED** this 10<sup>th</sup> day of September, 2020.

Motion By: \_\_\_\_\_

Second By: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

Commissioner Charles Kesl                    \_\_\_\_\_

Commissioner Eliana R. Salzhauer        \_\_\_\_\_

Commissioner Nelly Velasquez            \_\_\_\_\_

Vice Mayor Tina Paul                        \_\_\_\_\_

Mayor Charles W. Burkett                   \_\_\_\_\_

\_\_\_\_\_  
Charles W. Burkett, Mayor

**ATTEST:**

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

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

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



**SECOND RENEWAL/AMENDMENT TO AGREEMENT**  
**TOWN OF SURFSIDE**  
**AND**  
**PINZUR COMMUNICATIONS, INC.**  
**PUBLIC INFORMATION REPRESENTATIVE**

**THIS SECOND RENEWAL/AMENDMENT TO AGREEMENT** (this "Renewal/Amendment") is entered into as of October 1, 2020, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **PINZUR COMMUNICATIONS, INC.**, a Florida corporation (hereinafter the "Consultant").

**WHEREAS**, the Town and Consultant entered into that certain Professional Services Agreement for Public Information Representative services ("Services") dated November 15, 2017 (the "Agreement"); and

**WHEREAS**, the Town and Consultant previously entered into a Renewal/Amendment effective October 1, 2018, extending or renewing the term of the Agreement for a one (1) year period through September 30, 2019 ("First Renewal Term"), and amending the scope of services to be provided by Consultant ("First Renewal/Amendment"); and

**WHEREAS**, the Town and Consultant wish to retroactively ratify and extend or renew the Term of the Agreement for a one (1) year period effective October 1, 2019, through September 30, 2020, and desire to further extend or renew the Term of the Agreement for a one (1) year period effective October 1, 2020, through September 30, 2021, as provided for herein; and

**WHEREAS**, the Town and Consultant further wish to update the compensation term to provide compensation for up to fifty (50) hours of Services per month in an amount not to exceed \$6,500; and

**WHEREAS**, the Town and Consultant desire to further modify the Agreement by amending the scope of services as set forth in Exhibit "A" attached hereto ("Scope of Services").

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Scope of Services.** Consultant shall provide all Services provided in the updated Scope of Services attached hereto as Exhibit "A."
3. **Extension/Renewal of Term.** Section 2 of the Agreement is hereby amended to extend or renew the Term of the Agreement for one (1) year effective October 1, 2020, through September 30, 2021 ("Second Renewal Term").

4. **Compensation and Payment.** Section 3.1 of the Agreement is hereby deleted in its entirety and replaced as follows:

The Consultant shall be compensated for performing up to fifty (50) hours of Services per month in an amount not to exceed \$6,500. Compensation for performance of Services in excess of the fifty (50) hour monthly limit must be approved in writing by the Town Manager. Consultant shall monitor and track the number of hours spent performing the Services every month and shall notify the Town when it has spent more than forty (40) hours performing the Services in a month.

5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this Second Amendment and the terms and provisions of the Agreement and the First Renewal/Amendment, the terms and provisions of this Second Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and conditions in the Agreement, and the First Renewal/Amendment, are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

**[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Second Renewal/Amendment as of the date first set forth above.

**TOWN:**

TOWN OF SURFSIDE, a Florida municipal corporation

By: \_\_\_\_\_  
Jason Greene, Interim Town Manager

Date Executed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to Legal Form and  
Leal Sufficiency:

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**CONSULTANT:**

Witnesses:

PINZUR COMMUNICATIONS, INC., a Florida corporation

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Date Executed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**EXHIBIT “A”**

**(Attach Updated Scope of Services)**



**PUBLIC INFORMATION REPRESENTATIVE**  
**SCOPE OF SERVICES**

- 1-Year Monthly Fee:** \$6,500 (split between Town & Tourism) includes scope of services below and graphic design fees
- Potential Additional Fees:** Annual SurveyMonkey subscription (\$408); printing of signs and materials as needed for community outreach campaigns (cost varies depending on number of signs, size, color, etc.)
- Additional Services Offered:** Professional video and editing services, professional photography, social media management (fees based on project)
- Responsible for:** Supporting the Town in its commitment to transparency and accountability through strategic communications and outreach with residents, businesses, visitors and media

**Scope of Work:**

- Draft strategic FY communications plan and timeline for Town of Surfside
- Draft communications policy for Town Commission approval (to complement social media policy)
- Assist with the creation of monthly eblast/resident communication schedules; oversee and review copy prior to distribution to residents; assist with drafting of materials, as needed
- Provide strategic PR counsel on matters of importance to Town residents and tourism board
- Basic videos filmed and editing for Channel 663, Town website and for media use
- Implement public awareness campaigns (i.e. ballot questions for November 3 election, stormwater pollution education, 96<sup>th</sup> Street Park renovations, resiliency measures, upcoming projects, etc.) as well as help boost citizen engagement
- Monitor conversations being held about Surfside including Nextdoor for example to further direct communications strategy
- Rollout new text messaging channel of communication to residents based on feedback received in recent resident communication survey
- Assist with the development of flyers and graphics to be used in various communication and campaigns (i.e. community bulletin boards, Nextdoor, handouts for residents, door hangers, posters, brochures, banners, signs, etc.); ensure design consistency
- Assist with partnership outreach for various communication campaigns
- Continue to reach out to neighboring municipalities to form beneficial partnerships and share best practices
- Work with team to revamp the Town Gazette and make it more resident-driven; draft articles and town manager's message, as needed
- Regularly review and provide direction on the content for the town website
- Assist with the development of promotion and event ideas
- Help support the marketing goals of the tourism board through the execution of a strategic public relations plan including drafting of press materials and media pitches, regularly pitching press to cover the destination and local businesses; exchange of information, photos and videos with media; hosting of press, etc.
- Provide crisis communications in the event of an emergency, such as hurricanes, natural disasters, pandemic, etc.

**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 Commission  
2 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 Section  
8 2-151 Personnel Appeals Board Section, 2-185 Pension Board, Section 70-124 Resort Tax Board  
9 or Sections 90-15, 90-16, 90-17, 90-18 of the Zoning Code for Planning and Zoning and Design  
10 Review Board members; and

11       **WHEREAS**, the Town Commission held its first public reading on September 18, 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 THE**  
20 **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<sup>1</sup>:

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

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double-strikethrough~~.

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<sup>ordinance</sup>,  
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 Robert's Rules of Order  
35 ~~Mason's Manual of Legislative Procedure (2010 Edition)~~. Once enacted, and except as already  
36 amended by the provisions contained herein, these rules may be amended by ~~two-thirds~~ majority  
37 vote of the entire town commission.

38 Sec. 2-202. - Officers.

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

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

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

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

62 Sec. 2-203. - Meetings.

63 *Rule 4.01 Regular Meetings.*

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



- 67 (1) All regular and zoning meetings shall be held irrespective of whether or not any particular  
 68 commission member (including the ~~Mayor~~Mayor) may be able to attend unless otherwise  
 69 agreed by a majority of the commission. Such meetings shall be held in the commission  
 70 chambers at 9293 Harding Avenue, Surfside, Florida 33154, or such location as may be  
 71 approved by a majority of the commission members present and shall be open to the public  
 72 and all news media.
- 73 (2) Regular meetings may be otherwise postponed or canceled by resolution or motion  
 74 adopted at a regular meeting by a majority of the commission members present.
- 75 (3) No meeting shall continue beyond 11:00 p.m. unless there is an emergency, which is  
 76 presented to the Commission, which is then followed with by a vote of the majority of the  
 77 members of the commission present, the commission agrees to extend the meeting beyond  
 78 this time.
- 79 (4) Workshops may be scheduled at the request of the Mayor, town manager, the town  
 80 attorney or a majority of the commission at any time, provided appropriate notice is given.
- 81 (b) Zoning matters shall be scheduled as part of regular town commission meetings unless  
 82 otherwise decided by the commission.
- 83 (c) The second reading (public hearing) of the annual budget ordinance or resolution shall be  
 84 considered at a meeting at which the said budget ordinance or resolution and the levy of the  
 85 millage are the only items on the agenda.

86 *Rule 4.02 Special meetings; emergency meetings.*

- 87 (1a) Special meetings. A special meeting of the commission may be called by the Mayor, a  
 88 majority of the members of the ~~Mayor~~, town commission or the town manager. The clerk  
 89 shall forthwith serve either verbal or written notice upon each member of the commission  
 90 stating the date, hour and place of the meeting and the purpose for which such meeting is  
 91 called; and no other business shall be transacted at that meeting, other than that described  
 92 in the aforementioned notice. At least twenty-four (24) ~~hours notice~~ hour's notice must  
 93 elapse between the time the clerk receives notice in writing and the time the meeting is to  
 94 be held.
- 95 (2b) Emergency meetings. An emergency meeting of the town commission may be called by  
 96 the Mayor, ~~mayor~~Mayor in accordance with prescriptions of the town charter whenever  
 97 in his or her; opinion an emergency exists that requires immediate action by the  
 98 commission. Whenever such emergency meeting is called, the ~~M~~Mayor shall  
 99 notify the clerk who shall forthwith serve either verbal or written notice upon each  
 100 member of the commission, stating the date, hour and place of the meeting and the  
 101 purpose for which it is called, and no other business shall be transacted at that meeting,  
 102 other than that described in the aforementioned notice. At least 24 hours shall elapse  
 103 between the time the clerk receives notice of the meeting and the time the meeting is to  
 104 be held.
- 105 (3e) If after reasonable diligence, it is impossible to give notice to each commissioner, such  
 106 failure shall not affect the legality of the meeting if a quorum is present. The minutes of  
 107 each special or emergency meeting shall show the manner and method by which notice of

108 such special or emergency meeting was given to each member of the commission, or shall  
109 show a waiver of notice. All special or emergency meetings shall be open to the public  
110 and shall be held and conducted in the Commission Chambers, Town Hall, 9293 Harding  
111 Avenue, Surfside, Florida 33154, or other suitable location within the Town of Surfside,  
112 Florida. Minutes thereof shall be kept by the town clerk.

113 (4d) No special or emergency meeting shall be held unless notice thereof is given in compliance  
114 with the provisions of this rule, or notice thereof is waived by a majority of the entire  
115 membership of the commission and in accordance with the town charter.

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

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

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

132 (a+) *Continuing committees and sub-committee committees.* Continuing committees and sub-  
133 committees shall exist until abolished by the town commission or shall have a sunset provision.

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

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

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

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

146 (3)e- *Agenda.* The committee chairperson shall prepare the agenda for the committee  
147 meeting with the assistance of the committee staff liaison. ~~In the chairperson's absence,~~

148 ~~the vice chairperson shall prepare the agenda.~~ Any committee member may propose  
149 additional agenda items at any time. Items proposed after the agenda is distributed may  
150 only be heard under "New Business" and upon an affirmative vote of the majority of the  
151 committee. Each agenda shall also include a section for public comment.

152 ~~(4)d.~~ *Public appearances and requests.* Any person may appear before any committee  
153 during the public comment portion of the meeting.

154 ~~(5)e.~~ *Quorum.* A majority of the appointed members of the committee shall constitute a  
155 quorum, shall be 50 percent plus one of the committee members. Provided there is a  
156 quorum, a majority of those present and voting shall be required to adopt any motion or  
157 take any action.

158 ~~(6)~~ *Failure to obtain a quorum.*

159 a. If, 48 hours prior to a regular meeting, the clerk has not received confirmation of  
160 attendance from a sufficient number of committee members to constitute a quorum,  
161 the meeting shall be canceled for lack of a quorum.

162 b. Should no quorum attend any meeting within 15 minutes after the hour appointed for  
163 the meeting, the presiding member or the town clerk may adjourn the meeting. The  
164 names of the members present at such meeting shall be recorded in the minutes.

165 ~~(7)f.~~ *Voting.* Each committee member shall be entitled to one vote. The committee shall act as  
166 a body in making its decisions. No committee member present at a meeting may abstain  
167 from voting unless the committee member possesses a conflict of interest, as provided in  
168 either the Florida Statutes or the Miami-Dade County Code of Ethics and submits the  
169 appropriate form to the town clerk.

170 ~~(8)g.~~ *Attendance.* In the event that a committee member fails to attend three regularly  
171 scheduled meetings in any one calendar year, the committee member may be removed  
172 from the committee and the town commission will be notified of the vacancy.

173 ~~(9)h.~~ *Appointments, vacancies and resignations.* Each person appointed to a committee,  
174 sub-committee or ad hoc committee shall be appointed by the town commission in the  
175 following manner:

176 ~~a1.~~ The ~~mayer~~ Mayor and each member of the town commission shall appoint one  
177 member to each committee.

178 ~~b2.~~ Should any appointee resign or be removed during the term of the committee, sub-  
179 committee or ad hoc committee, the appointing commissioner may select another  
180 appointee in accordance with the procedure outlined as follows:

181 Upon notification of the vacancy of an at-large member, the town clerk shall notify  
182 the town commission, or in the case of an individual appointment, the town  
183 commissioner responsible for the appointment with a copy to the remainder of the  
184 town commission, in writing. ~~The town commission shall establish a deadline for the~~  
185 ~~submission of letters of interest to serve on the committee at a commission meeting.~~

186 ~~1.(i)~~ Any person who wishes to serve on a committee and who meets the qualifications  
187 of office as set forth in this code and in the resolution creating or re-authorizing

188 the committee, shall submit his or her name and committee application available  
189 from the town clerk or on the town website together with a letter of interest to the  
190 town clerk by the deadline established by the town commission. Thereafter, the  
191 town clerk shall provide the appointing town commissioner or the entire town  
192 commission, as applicable, with the names and submitted material(s) letters of  
193 interest.

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

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

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

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

206 (13)l- *Oath requirement.* All committee, sub-committee or ad hoc committee members  
207 shall be required to subscribe to an oath or affirmation to be administered by and filed with  
208 the town clerk, swearing to support, protect and defend the Constitution and laws of the  
209 United States and of the State of Florida, the Charter and all ordinances of the Town of  
210 Surfside and Miami-Dade County, and in all respects to faithfully discharge their 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 re-  
217 authorizing a committee, each committee shall elect a chairperson, and vice-chairperson  
218 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 forwarded  
221 to each committee member for review and shall be approved by the committee at a public  
222 meeting. Once approved, the meeting minutes shall be forwarded to the town clerk for  
223 filing. ~~Attendance and absences must be recorded and submitted to the town clerk along~~  
224 ~~with the minutes.~~ The ~~chair~~secretary of a committee, sub-committee or ad hoc committee,  
225 working with the staff liaison, shall prepare a final report summarizing the committee's  
226 activities, accomplishments, challenges and recommendations during the term. Such  
227 report shall be presented for review and approval by the committee no later than the last  
228 meeting of the term, and to be submitted to the town clerk for transmittal to the town

229 commission which shall be presented at the first a regular town commission meeting after  
230 the election.

231

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

233 (a1) *Appointment:* The ~~mayer~~Mayor shall designate and appoint one member of the town  
234 commission as 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 ~~mayer~~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 officer,  
245 the town clerk shall then determine whether a quorum is present and in that event shall call for  
246 the election of a temporary presiding officer. Upon the arrival of the presiding officer, the  
247 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 those  
250 present shall be entered in the minutes. In the event the roll call reflects the absence of any  
251 member on official town business that fact shall be noted in the minutes. Any town commissioner  
252 who intends to be absent from town commission meeting shall notify the town clerk of the  
253 intended absence as soon as convenient.

254 *Rule 6.03 Participation by physically absent member of the town commission; town board*  
255 *or committee. ~~shall be permitted, but a town board or committee. -shall no bet permitted.~~ A*  
256 *member of the town commission shall be permitted to participate and/or vote telephonically, by*  
257 *virtual video or other electric means, provided that a physical quorum of the town commission is*  
258 *present. A ~~but, a~~ town board or committee shall not be ~~is not~~ permitted to participate and/or vote*  
259 *telephonically, by virtual video -and/or by interactive video.*

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

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

267 Rule 6.06 Agenda.

268 (a) *Order of business.* There shall be an official agenda for every meeting of the commission which  
269 shall determine the order of business conducted at the meeting.

270 (1) The order of business shall be as follows:

271 ~~(a1)~~ order of business

272 a. call to order~~;~~

273 b. roll call of members,

274 c. pledge of allegiance,

275 d. agenda/order of business (additions/deletions),

276 e. special presentations,

277 (b) public comment on agenda items

278 ~~(b2)~~ quasi-judicial hearings

279 ~~(c3)~~ consent agenda at the pleasure of the commission, approval of minutes, town  
280 manager, town attorney reports

281 ~~(d4)~~ ordinances,

282 ~~(e5)~~ resolutions

283 ~~(f6)~~ good and welfare shall be heard at a time certain at 8:15 p.m.

284 ~~(g7)~~ unfinished business and new business

285 ~~(h8)~~ ~~mayor~~Mayor, town commission and staff communications.

286 ~~(24)~~ Items shall be considered in the order in which they are placed on the agenda unless a  
287 majority of the commissioners determines to deviate from the printed agenda.

288 ~~(3)~~ ~~The public may comment- comment on all -agenda items portion of the meeting. -shall be not be~~  
289 ~~restricted to discussion on agenda items which are not scheduled for public hearing. Each speaker~~  
290 ~~shall be given no more than three minutes to address the agenda speak and shall try to end on~~  
291 ~~time as a courtesy to the residents and other participants wishing to also speak on the item. ,~~  
292 ~~unless by vote of a majority of the members of the commission present, it is agreed to extend the~~  
293 ~~time frames.~~

294 ~~(32)~~ The good and welfare portion of the agenda set for 8:15 p.m. ~~-shall provide for public~~  
295 ~~comment on any items related to Town business or any matter within the scope of the~~  
296 ~~jurisdiction of the town commission, whether or not included on the agenda for the~~  
297 ~~meeting. shall be restricted to discussion on subjects not already specifically scheduled~~  
298 ~~on the agenda. In no event shall this portion of the agenda be allotted more than 45 minutes~~  
299 ~~with each speaker to be given no more than three minutes, unless by vote of a majority of~~  
300 ~~the members of the commission present, it is agreed to extend the time frames. Likewise,~~  
301 ~~members of the town commission shall be restricted to speaking three minutes each unless~~  
302 ~~an extension is granted in the same manner as set forth in the prior sentence. The rules of~~

303 section 2-207(e) as set forth hereinbelow shall be observed during this portion of the  
304 agenda.

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

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

312 ~~(12) Ordinances, Resolutions and O~~Ordinances may be prepared and scheduled on the agenda  
313 at the direction of the town commission, a town commissioner with the support of the  
314 majority of the commissioners present at a town commission meeting, or by Mayor, the  
315 town manager, town attorney or town clerk.

316 ~~(21) All other matters.~~ Matters, other than ~~resolutions or~~ ordinances, may be placed on the  
317 agenda by any member of the town commission, the town manager, the town attorney and  
318 the town clerk. ~~Members of the town commission may, at a town commission meeting,~~  
319 ~~direct the town manager or the town attorney to prepare an resolution or ordinance for~~  
320 ~~placement on the agenda for the following agenda.~~

321 ~~(32)Deadline.~~ In no event may any town commissioner place an item on an agenda unless all  
322 materials for the item are provided to the town clerk by 12:00 noon seven working days  
323 prior to the meeting date unless approved by the Town Manager. Any complete item  
324 provided after 12:00 noon seven working days prior to the meeting date shall be  
325 distributed to the commission with a "7-day cover memo" and shall be added to the agenda  
326 only if a majority of the commissioners present consent to the addition of the item to the  
327 agenda.

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

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

332 (a) *Preparation and enactment of ordinances.* The town attorney shall prepare ordinances and  
333 resolutions. Ordinances may be introduced, listed by title and shall be read by title only before  
334 consideration by the town commission on first reading. At public hearing, each ordinance shall  
335 be voted on individually by a call of the roll. Only resolutions and motions may be enacted by  
336 voice vote calling for "ayes" or "no" on the question.

337 (b) *Approval by town attorney.* All ordinances, resolutions and contract documents, before  
338 presentation to the town commission, shall have been reduced to writing and reviewed for form  
339 and legality by the town attorney. Ordinances, resolutions and contract documents, in their  
340 final form as approved by the Town Commission shall be have been approved as to form and  
341 legality by the town attorney prior to execution.

342 (c) *Introduction and sponsorship.* Ordinances, resolutions and other matters and subjects requiring  
343 action by the town commission may be introduced and sponsored by the ~~mayor~~Mayor or any  
344 member of the town commission, ~~except that either the~~ The town manager, the town attorney or  
345 town clerk may present ordinances, resolutions and other matters or subjects to the town  
346 commission for consideration, and any commissioner may assume sponsorship thereof by  
347 moving that such ordinance, resolution, matter or subject be adopted in accordance with law;  
348 otherwise they shall not be considered.

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

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

352 ~~(f) *No commission jurisdiction.* Prior to the commission's considering any resolution over which  
353 the commission does not have substantive jurisdiction, including resolutions expressing the  
354 commission's intent or opinion, a preliminary vote shall be taken to determine whether it is  
355 appropriate for the commission to consider such resolution. Unless the commission, by a two-  
356 thirds vote of the members present, agrees to consider the resolution, the resolution shall be  
357 deemed to have failed. If the commission agrees to consider the resolution, the resolution shall  
358 be heard after all other resolutions sponsored by commissioners have been addressed by the  
359 commission. If the commission decides to discuss such resolution, the resolution shall require  
360 a two-thirds affirmative vote of the commissioners present in order to be passed. The provisions  
361 of this ordinance shall not apply to resolutions relating to state or federal legislative priorities.~~

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

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

372 Sec. 2-206. - Public participation.

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

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

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



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

384 (c) *Public discussion on agenda items.* ~~No citizen shall be entitled~~ Citizens shall be permitted to  
385 address the town commission on any matter listed on or added to the official agenda which is  
386 not scheduled for public hearing, discussion or debate. ~~except during Public Comment on~~  
387 ~~Agenda Items unless the item is opened for public comment and the speaker recognized by the~~  
388 ~~Chair~~ Good and Welfare. When the town commission considers an agenda item that is open for  
389 public hearing, discussion or debate that is not a public hearing and on which the public  
390 comment is either unanimously in favor or unanimously against the item's passage, input from  
391 members of the public shall be limited to no more than three minutes on any given item, unless  
392 an extension is granted by a majority of the members of the town commission.

393 *Rule 7.03 Registration of speakers.*

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

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

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

405 (a) Name;

406 (b) Address;

407 (c) Whether the person speaks on his or her own behalf, a group of persons, or a third party; if the  
408 person represents an organization, the person shall also indicate the number of members in the  
409 organization, the annual dues paid by the members, the date of the most recent meeting of the  
410 organization's board or governing council, and whether the view expressed by the speaker  
411 represents an established policy of the organization approved by the board or governing  
412 council, if requested; if the person is speaking on behalf of a group, s/he shall be required to  
413 register as a lobbyist if required by that ordinance and shall state for the record: (i)  
414 Compensation, if any, (ii) whether the person or any immediate family member has a personal  
415 financial interest in the pending matter, other than as set forth in (i) if requested.

416 Unless further time is granted by the town commission and with the sole exception of zoning items  
417 which shall not have a prescribed time limit unless imposed by the chair in accordance with the  
418 advice of the town attorney, the statement shall be limited to the times prescribed herein. All  
419 remarks shall be addressed to the town commission as a body and not to any member thereof. No  
420 person, other than the ~~mayor~~ Mayor, members of the town commission and the person having the  
421 floor shall be permitted to enter into any discussion, either directly or through a member of the

422 commission, without the permission of the presiding officer. No question shall be asked of any  
423 member of the town commission except through the presiding officer.

424 *Rule 7.05 Decorum.* Any person making ~~impertinent or~~ slanderous remarks ~~or who becomes~~  
425 ~~boisterous~~ while addressing the town commission shall be warned. If after the warning, the  
426 behavior continues, said person shall be barred from further appearance before the town  
427 commission by the presiding officer for the duration of the meeting, unless permission to continue  
428 or again address the town commission is granted by the majority vote of the town commission  
429 members present. ~~No clapping, applauding, h~~Heckling or verbal outbursts in support or  
430 opposition to a speaker or his or her remarks shall not be permitted. ~~Signs or placards may be~~  
431 ~~disallowed in the town commission chambers by the presiding officer. Persons exiting the town~~  
432 ~~commission chambers shall do so quietly.~~

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

434 *Rule 8.01 Rules of debate.*

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

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

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

448 (d) *Interruption; call to order; appeal a ruling of the chair.* A member once recognized shall not  
449 be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a  
450 member be called to order, the member shall cease speaking until the question of order is  
451 determined by the presiding officer, and if in order, the member shall be permitted to proceed.  
452 Any member may appeal to the town commission from the decision of the presiding officer  
453 upon a question of order when, without debate, the presiding officer shall submit to the town  
454 commission the question, "Shall the decision of the chair be sustained?" and the town  
455 commission shall decide by a majority vote.

456 (e) *Time limit for Consent agenda debate.* The presiding officer shall open for public comment on  
457 any items on the consent agenda, prior to commission consideration of the consent agenda.  
458 There shall be no dDebate on any motion pertaining to an item on the consent agenda, however,  
459 any member of the town commission may pull an item from the consent agenda for  
460 consideration shall be limited to three minutes. After three minutes of debate the item shall be  
461 removed from the consent agenda, if any, and placed on the regular town commission agenda.

462 ~~The discussion by the town commission on any one item shall not exceed one half hour or~~  
463 ~~unless an extension is granted by a majority of votes of the town commission.~~

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

467 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the  
468 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,  
469 or paper ballot (at the decision of the majority of the commission in certain circumstances)  
470 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances require  
471 a roll call vote by calling the names of the members of the town commission in rotating order,  
472 provided that the ~~V~~ice-~~m~~ayor~~M~~ayor shall vote next to last and alphabetically by surname,  
473 except that the names shall be rotated after each roll call vote, if requested, so that the  
474 commissioner who voted first on a preceding roll call shall vote last upon the next subsequent  
475 matter; provided, however, that the presiding officer, if a member of the town commission,  
476 shall always cast the last vote.

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

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

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

497 (j) *Vote change.* Any town commissioner may change his or her vote before the next item is called  
498 for consideration, or before a recess or adjournment is called, whichever occurs first, but not  
499 thereafter. In this case, the town clerk shall call back the vote and verify the outcome for the  
500 presiding officer.

501 (k) *No motion or second.* If an agenda item fails to receive a motion or second, it shall be removed  
502 from the agenda and shall be reintroduced only in accordance with the renewal provisions of  
503 Rule 8.01(m).

504 (l) *Reconsideration.* An action of the town commission may be reconsidered only at the same  
505 meeting at which the action was taken, or, if not, at the next meeting thereafter a motion to  
506 reconsider may be made only by a town commissioner who voted on the prevailing side of the  
507 question and must be concurred in by a majority of those present at the meeting. ~~A motion to~~  
508 ~~reconsider shall not be considered unless at least the same number of town commissioners is~~  
509 ~~present as participated in the original vote, or upon affirmative vote of two thirds of those~~  
510 ~~commissioners present.~~ Adoption of a motion to reconsider shall rescind the action  
511 reconsidered.

512 (m) *Renewal.* Once action is taken on a proposed ordinance or resolution neither the same matter  
513 nor its repeal or rescission may be brought before the town commission again for a three-month  
514 period following the said action unless application for renewal by three commissioners is first  
515 submitted to the presiding officer. Should an ordinance or resolution be proposed that raises  
516 the same previously resolved matter, or its repeal or rescission, in different or modified form  
517 during the three-month period, the presiding officer may declare the proposal out of order.

518 (n) *Adjournment.* A motion to adjourn shall always be in order and decided without debate.

519 (o) *Suspension of the rules.* No rule of procedure adopted by the town commission shall be  
520 suspended except by an affirmative vote of a majority two-thirds of the members of the town  
521 commission present.

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

523 ~~Rule 9.01 Representation of Town of Surfside. Whenever~~ The presiding officer town  
524 commission may, with the consent of the designee, designate a member(s) of the town  
525 commission to represent the town commission at such meetings, conferences or other occasions  
526 as deemed ~~deems it necessary or desirable that~~ by the town commission, shall be represented at  
527 ~~meetings, conferences or other occasions involving other governmental entities, agencies,~~  
528 ~~officials or groups, or non-governmental organizations, or departments, agencies or officials of~~  
529 ~~the town government, the presiding officer may designate members of the town commission to~~  
530 ~~represent the town commission at such meetings, conferences or other occasions, with the consent~~  
531 ~~of the designee. A designation must be ratified by a majority of the members of the town~~  
532 ~~commission then present may disapprove any such appointment.~~ Such representative(s) shall have  
533 no power to act for or on behalf of the town commission, or to make any commitment or binding  
534 obligation on behalf of the town commission or the town. Such representatives shall report to the  
535 town commission with regard to such meeting, conference or other occasion.

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

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

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

546 Secs. 2-210—2-225. - Reserved.

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

550 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby  
551 ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside  
552 Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to  
553 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other  
554 appropriate word.

555  
556 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or  
557 Resolutions in conflict herewith are hereby repealed.

558  
559 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

560  
561 **PASSED and ADOPTED** on first reading this 18th day of September, 2017.

562  
563 **PASSED and ADOPTED** on second reading this 10th day of October, 2017.

564  
565  
566 On Final Reading Moved by: \_\_\_\_\_

567  
568 On Final Reading Second by: \_\_\_\_\_

569  
570  
571 **FINAL VOTE ON ADOPTION:**

572 Commissioner Daniel Gielchinsky \_\_\_\_\_

573 Commissioner Michael Karukin \_\_\_\_\_

574 Commissioner Tina Paul \_\_\_\_\_

575 Vice ~~Mayor~~ Mayor Barry Cohen \_\_\_\_\_

576 ~~Mayor~~ Mayor Daniel Dietch \_\_\_\_\_

577  
578  
579  
580 \_\_\_\_\_  
Daniel Dietch, ~~Mayor~~ Mayor

581  
582 **ATTEST:**

583

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

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

589 \_\_\_\_\_  
590 Weiss Serota Helfman Cole and Bierman, P.A.  
591 Town Attorney



# MEMORANDUM

ITEM NO. 9D

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason D Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Topper Selection for 4 x 4 Posts on Hardpack and Walking Path

---

The Public Works Department is 70% complete with the changing of 4x4 posts and rope along the hardpack and walking path on the east boundary of the Town of Surfside. Per the commission meeting held on July 28, 2020, direction was given to the Town Administration to finalize the remaining 30% of the 4x4 posts and rope replacement project and to include in the scope of work the addition of toppers to the 4x4 posts in order to prolong replacement cycle.

A total of 4 topper options were reviewed. **Table A – “Topper Option Costs”** below shows the total additional cost for each option:

Option	Total Quantity (each)	Unit Price	Total Cost
1	1800	\$9.98	\$17,964.00
2		\$9.77	\$17,586.00
3		\$2.47	\$4,446.00
4		\$3.98	\$7,164.00

**Table A – “Topper Option Costs”**

A picture of each option can be found in **Exhibit A – “Topper Option”**. The Town Administration is requesting for the Town Commission to provide direction on which topper to proceed with. The 4x4 post and rope replacement project is budgeted and there are enough funds in the project budget to cover any of the four options.

Reviewed by: JG

Prepared by: HG



**OPTION 1**

**COPPER AND WOOD HYBRID**  
*\$9.98 each (1800 total posts)*



**OPTION 2**

**WOOD WITH MILLWORK TRIM**  
*\$9.77 each (1800 total posts)*

LAST  
 REVISION  
 08/03/2020

DESCRIPTION:  
 Topper Option 1 and Topper Option 2



TOWN OF SURFSIDE

TOWN OF SURFSIDE  
 4x4 Topper Options

SCALE:

SHEET  
 1 of 2





**OPTION 3**  
**PLASTIC**  
 \$2.47 each (1800 total posts)



**OPTION 4**  
**COPPER HEAD**  
 \$3.98 each (1800 total posts)

LAST REVISION  
 08/04/2020

DESCRIPTION:  
 Topper Option 3 and Topper Option 4



TOWN OF SURFSIDE

TOWN OF SURFSIDE  
 4x4 Topper Options

SCALE:

SHEET  
 2 of 2



# MEMORANDUM

ITEM NO. 9E

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 2020  
**Subject:** Building Department Document Scanning

---

On March 18, 2018, the Town Commission approved a contract with Blue Digital Corporation to scan all existing building plans and building department documents. It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level of interest in the properties and the Town could lower costs by no longer having to lease offsite storage. All new building and substantial construction plans are required to be submitted electronically. Smaller scale projects plans may be provided electronically.

Scanning all existing building plans and building department documents and publishing to the Town website would create convenient public records access to end users including residents, property professionals, design professionals and government agencies. The continued use of departmental resources on public records requests and the handling of increasingly perishable plans would be eliminated. A gain in CRS points for open access of electronic documents and ease of public use would increase departmental efficiency and productivity. The Town currently pays approximately \$30,000 per year in offsite storage costs for these documents which would be eliminated when the project is completed.

Document files are prepared by staff and the selected vendor collects said documents and scans them onto digital media. The scanned documents in PDF format are returned to the Town on CD. Staff then saves all files follow an electronic document management naming convention of Property Folio and Property Address. All subfolders contain permits and plans for said property.

Reviewed by: JG

Prepared by: AG



## MEMORANDUM

To: Guillermo Olmedillo, Town Manager

From: Alan P. Graham, Code Compliance Director

Date: April 24, 2020

Subject: April 28, 2020 Special Town Commission Meeting  
Discussion Item W, Regulation of Short-Term Rentals

---

Town Code Sections 90-41.1 provides the regulations for short-term rentals. The current code requires property owners to register with the Town all seasonal, short-term guests and to pay an appropriate registration fee and resort tax (4%).

The Code also limits a property owner to having three (3) short-term rentals over a twelve-month time period.

When a Code Compliance Officer becomes aware of a property that is rented on a short-term basis but did not register or pay the required fees, then the Officer sends out an invoice to the property owner for the monetary amount due. If the property owner does not remit to the Town the amount due, then Officer issues to the property owner a Civil Violation Ticket that carries a civil fine.

If the Town Commission wants to change any portion of this particular Town Code, then we would need to bring an Amended Ordinance before the Town Commission.

If you have any questions, then please contact me at (305) 861-4863 ext. 230.

cc: Lillian Arango, Town Attorney  
Jason D. Greene, Finance Director  
Sandra Novoa, Town Clerk

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 14, 2020  
**Subject:** Design Review Board

---

Previously, the Town's design review process included two boards, the Planning and Zoning Board and the Design Review Board. The Planning and Zoning Board consisted of 5 members appointed by the Town Commission. The Design Review Board included the 5 Planning and Zoning Board Members and required two additional members and would meet on the same night. One of the additional members had to be a Florida-licensed architect or landscape architect while the second member could be an architect, landscape architect, engineer, city planner, general contractor, interior designer, or attorney.

Because these two Boards had overlapping members and functions, it proved difficult to have a quorum, specifically for the Design Review Board as one of the two additional members had to be present. If not present, the meeting was canceled and items to be heard were rescheduled to the following meeting. Also, there was difficulty finding and appointing qualified persons to serve on the Design Review Board. Ordinance No. 18-1689 adopted on April 14, 2018 (codified in Sections 90-14 to 90-23 of the Town Code), incorporated the functions of the Design Review Board within the Planning and Zoning Board. In addition, two alternate members were added to the Planning and Zoning Board to ensure that a quorum exists for each meeting. If all five members of the Planning and Zoning Board are in attendance, the two alternates become non-voting members.

The 2018 Ordinance dissolved the Design Review Board and provided for design review functions to be incorporated and taken up by the Planning and Zoning Board. The newly constituted Planning and Zoning Board is made up of seven members, two of which are alternates who vote when any member of the Planning and Zoning is not present. The requirements were also modified to indicate that three of the members, which include the alternates, must have specific qualifications. Previously, only Design Review members were required to have qualifications.

Since the adoption of the Ordinance in 2018 that dissolved Design Review and provided for the functions by the Planning and Zoning Board, the Planning and Zoning Board has not had to cancel a meeting due to a lack of a quorum. Those applications needing approval based on design review are processed at the beginning of the meeting followed by those items that require approval for consistency with the Zoning Code. In sum, design review functions still occur as required by the Town Code, but are performed by the Planning & Zoning Board.

Staff recommends the design review function remain with the Planning and Zoning Board to avoid quorum issues and overlapping functions and provide for a clear, concise and timely process for applicants.

ORDINANCE NO. 18 - 1689

**AN ORDINANCE OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES TO ABOLISHING THE DESIGN REVIEW BOARD, MODIFYING THE PLANNING AND ZONING BOARD MEMBERSHIP AND RESPONSIBILITIES, ABOLISHING THE DEVELOPMENT IMPACT COMMITTEE, AND REVISING THE DESIGN REVIEW GROUP REVIEW REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Commission of the Town of Surfside, Florida, 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 Town wishes to abolish the Design Review Board and provide for design review by the Planning and Zoning Board so the functions of zoning and design review are consolidated in the Planning and Zoning Board; and

**WHEREAS**, the Town desires to abolish the Development Impact Committee to reduce duplicative efforts and consolidate review in the administrative design review process; and

**WHEREAS**, the Town Commission held its first public hearing on these regulations on August 14, 2018; and

**WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the Code for consistency with the Town’s Comprehensive Plan at a duly noticed hearing on August 30, 2018 and

**WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on August 14, 2018; and

**WHEREAS**, the Town Commission hereby finds and declares that adoption of this Ordinance is necessary, appropriate, and advances the public interest.

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

**Section 1. Recitals.** Each of the above stated recitals is true and correct and the recitals are incorporated herein by this reference.

**Section 2. Code Amendment.** The Code of Ordinances of the Town of Surfside, Chapter 90 “Zoning,” is hereby amended as follows<sup>1</sup>:

\* \* \*

#### DIVISION 1. - PLANNING AND ZONING BOARD

Sec. 90-14. - Created.

There is created a town planning and zoning board.

Sec. 90-15. - Membership/quorum, minimum qualifications, officers, terms of officers, vacancies, general regulations, recommendations, expenditures, indebtedness.

(1) *Membership/quorum:* The planning and zoning board membership and quorum requirements for zoning matters and design review matters are as follows:

(a) *Zoning matters:* The planning and zoning board, ~~when performing its zoning functions,~~ shall consist of five members and a first alternate member and a second alternate member. ~~At least three of the Two~~ members or alternates must be one of the following:

1. Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;
2. Florida licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;
3. Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;
4. Florida-licensed landscape architect with at least three years of professional experience;
5. Registered interior designer with at least three years of professional experience;
6. Florida-licensed attorney with at least three years of professional experience;
7. Florida-licensed architect; or
87. Real estate developer with three years of professional experience, either as the principal or executive.

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<sup>1</sup> Additions to text are shown in yellow underline. Deletions to text are shown in ~~yellow strikethrough~~.

- (b) *Alternate participation.* Alternates shall be subject to the same attendance and participation requirements as members. Alternates may participate in all board discussions but may not vote unless sitting as a substitute for a member. In the event a member is absent or unable to participate in an item before the board, the first alternate or if the first alternate is unavailable, the second alternate, shall fill the absent or recused member's position for the duration of that member's absence.
- (c) *All board matters:* One town commissioner shall be a liaison, non-voting representative without a vote at all planning and zoning board meetings.
- (2) *Minimum board member qualifications:* All board members must have been a town resident for a minimum period of one year, except for the licensed architects, including the Florida-licensed landscape architect, if applicable, who must have been a town residents for a minimum period of six months. ~~The Florida-licensed architects must have a minimum of five years of practical experience in the field of landscape design. To the extent that no licensed architect (whether for service on the planning and zoning board or design review board only as more specifically described in section 90-18 hereinbelow) who is also a town resident can be identified and is willing to serve at the time of appointment to either board, then the commission may select a non-resident architect who otherwise fulfills the requirements of this section, provided that appointment shall be ratified by a majority of the board of commissioners. To the extent an architect (resident or non-resident) cannot be located within three (3) months of the vacancy, this requirement may after a majority vote of the commission become null and void until such time this board member vacates the position before his/her term expires or a full new board is appointed whichever comes first.~~
- (3) *Officers:* The board shall elect one of its members as chairman and one of its members as vice-chairman, at its first regular meeting in April of each year. In the event of the resignation, removal, or inability of the chairman to serve, the vice-chairman shall succeed to the chairman position for the unexpired term; and the board shall, thereupon, elect one of its members as vice-chairman for the unexpired term. The chairman shall preside at all meetings. In the chairman's absence, the vice-chairman shall preside. The chairman shall submit all board reports and recommendations to the town commission, by and through the chairman, vice-chairman or the town commission liaison member. The town shall provide a secretary for the board and the town clerk shall be custodian of all records, books and journals of the board.
- (4) *Board member term(s):* Each commissioner shall be responsible for one board member appointment. The first and second alternates shall be appointed at-large by the majority vote of the Commission present at the meeting. The term of each board member and alternate appointment shall begin on the last Thursday of April of the year in which the board member or alternate is appointed and end when a successor ~~board member~~ is appointed or on the last Thursday in April, whichever dates comes first. The term of any board member or alternate filling a vacancy created on the board as provided in paragraph (5) shall begin at the time of the ~~board members~~ appointment and end the last Thursday in April or whenever a replacement is appointed.
- (5) *Vacancies:* A vacancy shall exist: (1) on the date that any member or alternate ceases to possess the minimum required membership qualifications provided herein; (2) when a board member or alternate has been absent from three consecutive regularly convened board

meetings or has been absent from five regularly convened board meetings within a board year; or (3) for members if the appointing commissioner resigns or his position otherwise becomes vacant during his/her term. Vacancies on the board shall be filled by appointment for the unexpired term in the same manner as original appointments are made provided however, if the seat shall remain vacant longer than a three-month period for any reason, the town commission may collectively, by majority vote, appoint a temporary member until such commission position is filled in accordance with the Town Charter and Code.

~~(6) *Transition provision:* Inasmuch as the enactment of Ordinance No. 1598 will occur mid-term, and the planning and zoning board as currently composed contains no architect, any architect currently serving on the design review board at the time of enactment, shall continue to serve in an ex officio capacity with the planning and zoning board as a nonvoting member and that the comments of that ex officio member will be considered and accorded equal weight with those who vote. Upon the expiration of the term of the current planning and zoning board, this provision shall become null and void.~~

(7) *General regulations governing members:* Board members and alternates shall be appointed in accordance with all applicable state, county and town ethics laws, rules and regulations. Appointed members and alternates of the board shall not, during their term, hold any other public office, paid position or serve on any other board under town government, except as a temporary board member, or that of a voluntary fireman.

(8) *Expenditures; indebtedness:* The town commission may authorize the expenditure by the planning and zoning board of such funds as the town commission may deem necessary to perform the requirements of this chapter. The town commission may appropriate from the general fund as set up in the annual budget and such sums as it may from time to time authorize the board to expend. The board may not incur indebtedness without prior commission approval.

Sec. 90-16. - Meetings: board year; timeframe; order of presentation; location.

(1) *Board year:* The board year shall commence on the last Thursday of April in each year.

(2) *Meetings on zoning and design review matters/timeframe:* Regular board meetings for zoning and design review matters shall be held on the last Thursday of each month. The chair may call special meetings and may cancel or continue meetings as may be necessary.

~~(3) *Meetings on design review matters/timeframe:* The board shall meet as needed on design review matters. The chairman may call special meetings and may cancel or continue meetings as may be necessary.~~

~~(4) *Order of presentation for zoning matters and design review matters:* In order to avoid unnecessary project costs and delays, the board shall address and finalize each project zoning matter prior to initiating each project design review, to the extent applicable.~~

~~(35) *Location of all board meetings:* All board meetings shall be held in the Town Hall or Community Center.~~

Sec. 90-17. - Powers and duties.



(1) *Zoning matters:* The planning and zoning board shall act as an advisory board to the town commission on zoning matters and design review matters. The boards' powers and duties are as follows:

- (a) To perform its responsibilities as the local planning agency pursuant to local and state government comprehensive planning and land development regulations (F.S. Ch. 163);
  - (b) To review and make recommendations to the town manager and the town commission regarding the adopting and amendment of the official zoning map; the land development regulations amendments; zoning district boundary changes; and comprehensive plan amendments;
  - (c) To review and make recommendations to the town commission, on applications pertaining to site plans (if applicable) zoning changes, special use permits, conditional use variances vested rights and any other zoning applications;
  - (d) To conduct such studies and investigations required under the Town Code and/or requested by the town commission and as needed from time to time to sit in a joint session with the town commission as requested by the town commission; and
  - (e) The planning and zoning board shall have such other duties pertaining to zoning matters as prescribed by law, this section and the Town Code.
- (2) *Design Review :* The planning and zoning board shall conduct a design review for all structures to be constructed and renovated within town limits on the terms outlined below.
- (3) *FEMA review:* The planning and zoning board ~~when constituted as a design review board as set forth in section 90-18 herein below,~~ shall act as the variance and appeals board pursuant Chapter 42, "Floods," Division 6, Variance Procedures, sections 42-111 through 42-117.

Sec. 90-18. - Design Review, ~~Board.~~

- ~~(a) *Membership.* The planning and zoning board, when performing its design review and FEMA variance and appeals board functions shall be constituted as the design review board and shall have seven members. The seven members shall include the five members appointed by the town commission for the planning and zoning board and two additional members, at least one of the design review board members shall be a Florida-licensed architect or Florida-licensed landscape architect. The second design review board member shall be a Florida-licensed architect or a:~~
- ~~(1) Florida-licensed general contractor or a construction management professional with at least three years of professional experience as a construction project manager, construction superintendent or construction estimator;~~
  - ~~(2) Florida-licensed PE or a civil, mechanical, electrical, chemical or environmental engineer with a baccalaureate degree in engineering and three years of professional experience;~~
  - ~~(3) Certified planner (AICP) or a planning professional with a graduate degree in planning from a program accredited by the Planning Accreditation Board with at least three years of professional planning experience or a bachelor's degree in planning from a program, accredited by the Planning Accreditation Board (PAB) with at least three years of professional planning experience;~~

- ~~(4) Florida licensed landscape architect with at least three years of professional experience;~~
- ~~(5) Registered interior designer with at least three years of professional experience;~~
- ~~(6) Florida licensed attorney with at least three years of professional experience; or~~
- ~~(7) Real estate developer with three years of professional experience, either as the principal or executive.~~

~~Both of these members shall be appointed by a majority of the town commission. Four members present at the planning and zoning board design review meetings shall constitute a quorum and at least one of the four members shall be a design review board member.~~ The design review process is set forth as follows.

~~(ab)~~ *Design review process.*

(1) *Purpose.* This section is intended to promote excellence in architectural and urban design; preservation of the town's historic and architectural and neighborhood character; and desirable urban growth and development. To implement this goal, the ~~design review board is hereby created to review and make advisory recommendations to the~~ planning and zoning board ~~shall review and evaluate applications~~ as to whether the design of new developments and/or improvements within the town are consistent with and in conformance with the design guidelines set forth in the Town Code. The design guidelines are attached thereto as Exhibit A [at the end of this chapter] provided that the town commission may amend said guidelines from time to time via resolution. The guidelines as amended, shall govern and be applied as fully set forth herein.

(2) *Design review procedure:*

- a. All applications for new developments or improvements that are subject to the town's adopted design guidelines shall be referred to the planning and zoning board for review and consideration.
- b. The board shall review each application whether for development of single-family, multifamily, commercial or other districts for conformity with the town's adopted design guidelines and ~~recommend the application to the planning and zoning board for approval, approval~~ with conditions, or ~~disapproval of the design review~~ application. With regard to the design review process, no applicant shall be required to appear before the ~~design review~~ board more than twice per application.
- c. Meetings held by the board for review and recommendations of applications shall be arranged to permit participation by the person or group making the application or request and representatives of such person or group, if desired. Architectural plans and drawings of the building facades, lists of finish materials and other information necessary to provide adequate insight into the proposed development/improvement shall be provided to the board by the person or group making the proposal or request.
- ~~d. For design review applications that are not otherwise heard by the planning and zoning board, appeal of any design review board decision may be taken by an interested party to the town commission within 30 days of the hearing at which the design review board makes its final decision, by the filing of a notice of the appeal with the town commission. The appeal shall be heard as a quasi-judicial matter.~~

(3) Design review application fees are set forth in the town designated fee schedule.

(4) Design review applications which are made in conjunction with other development approval applications may be reviewed and considered concurrently with related development approval applications.

~~(4) All meetings of the design review board shall be publicly noticed.~~

Sec. 90-19. - Single-family and two-family development review process.

\* \* \*

*90-19.5 Design guidelines.* The town has adopted design guidelines intended to provide direction and suggestions for all development. The purpose of the planning and zoning board when conducting design review ~~design review board~~ is to interpret those guidelines and provide guidance to the applicants as to how the design should be revised to more closely approximate or reflect the town's adopted guidelines. The applicant shall then incorporate those suggestions prior to proceeding to building permit.

*90-19.6 Single-family and two-family development* shall be reviewed by the planning and zoning board ~~design review board~~. The following types of applications shall require noticing as described below:

- (1) Construction of new single-family homes.
- (2) Partial demolition and rebuilding of at least 50 percent of the square footage of a single-family home where the exterior facade of the structure is affected.
- (3) An addition of at least 50 percent of the square footage of the existing single-family home.

The applicant shall notify the public of the planning and zoning board ~~design review board~~ hearing date and location, on the proposed application as follows:

- a. The applicant shall post a notice on the property one week prior to the planning and zoning board ~~design review board~~ meeting and remove the notice three days after the conclusion of the planning and zoning board ~~design review board~~ meeting. A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant, denoting the following:

REQUEST FOR: \_\_\_\_\_

PLANNING AND ZONING BOARD ~~DESIGN REVIEW BOARD~~ MEETING:

DATE AND TIME

TOWN HALL  
9293 Harding Avenue  
Surfside, FL 33154

COMPLETE INFORMATION REGARDING THE APPLICATION IS AVAILABLE BY CONTACTING THE TOWN HALL.

- b. The applicant shall mail written courtesy notices via certified mail, to the abutting single-family property owners and single-family property owners parallel to the

subject property line across any right-of-way, of the planning and zoning board design review board meeting date and location ten days prior to the meeting.

- c. The applicant shall provide the town the corresponding certified mail receipts, indicating the notices have been mailed and provide evidence that the sign has been posted three days prior to the planning and zoning board design review board meeting.

90-19.7 The following shall be exempt from planning and zoning board and design-review board review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Single-family and two-family Awnings.
- (4) Screens.
- (5) Driveways.
- (6) Re-roofs
- (7) Trellis.
- (8) Rooftop photovoltaic solar systems.
- (9) Sheds.

90-19.8 The following are required for submittal to the planning and zoning board for design review applications design review board:

\* \* \*

90-19.9 *Effective period of planning and zoning board design review design review board approval.* An design review approval from the planning and zoning board design review board shall be effective until the development is completed except that if, after 24 months from the date of the approval by the planning and zoning board design review board a building permit for a principal building has not been issued and remains in effect, the approval shall be null and void.

- (1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this Section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued.
- (2) All approvals which have been granted prior to the effective date of this chapter, shall be null and void and of no further force or effect if not utilized within two years after the effective date of this chapter, unless vested rights are demonstrated pursuant to subsection 90-5(11) of the zoning code. The foregoing provision of this paragraph shall not apply if the governmental resolution granting the approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

Sec. 90-20. - Development review requirements for submittals other than single-family and two-family.

- (1) Generally. Review and approval of a site plan by staff reviewing agencies, ~~the design review board,~~ and ~~the development impact committee,~~ the planning and zoning board, and the town commission is required prior to any development of land in the town.
- (2) Process. Submit plans (sets to be determined by town staff as appropriately needed), which are distributed to the staff members of the development review group (DRG).
  - (a) The DRG member shall review the site plan and prepare comments. The comments shall be forwarded to the town manager or designee. The comments shall be addressed by the applicant, if applicable. The town manager or designee shall hold a development review group meeting with appropriate town staff and the applicant to discuss the comments. In reviewing an application each reviewer shall consider, and comment as appropriate, on applicable issues relevant to their particular area of expertise, the extent to which:
    - i. The development, as proposed, conforms to the comprehensive plan and the zoning code;
    - ii. The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any;
    - iii. The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside;
    - iv. The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area;
    - v. The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets.
    - vi. The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.
    - vii. In the event of redevelopment, the applicant shall also submit a detailed plan for demolition.
  - (b) After the revisions and upon review of the final site plan by the DRG members, the site plan will be scheduled for the next available ~~town design review board and planning and zoning board meetings.~~ If possible, the planning and zoning board meeting and the

~~design review board meeting should be held on the same date. The materials required under subsection 90-19.8 should not be duplicated for both the planning and zoning board meeting and design review board meeting. They shall be considered one submittal package. The Town Manager or designee shall prepare a report to the planning and zoning board and town commission, addressing the applicable criteria.~~

- (3) Submittal requirements for DRG, ~~and~~ planning and zoning board ~~and design review board~~ are provided below.

\* \* \*

~~(4) Developmental impact committee.~~

- ~~(a) There is hereby established a developmental impact committee composed of seven members representing the following town departments and disciplines:~~

- ~~i. Town manager~~
- ~~ii. Town attorney~~
- ~~iii. Public works/landscape~~
- ~~iv. Planning and zoning~~
- ~~v. Park and recreation department~~
- ~~vi. Engineering and traffic engineering~~
- ~~vii. Building~~

- ~~(b) The developmental impact committee shall review all developments (except single family and two family homes) and recommend where applicable, whether, and the extent to which:~~

- ~~i. The development, as proposed, conforms to the comprehensive plan and the zoning code;~~
- ~~ii. The development, as proposed, will have a favorable or unfavorable impact on the environment and natural resources, including a consideration of the means and estimated cost necessary to minimize the adverse impacts, if any;~~
- ~~iii. The development, as proposed, will have a favorable or unfavorable impact on the economy of the Town of Surfside;~~
- ~~iv. The development, as proposed, will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities which have been constructed or planned and budgeted for construction in the area;~~
- ~~v. The development, as proposed, will efficiently use or unduly burden or affect public transportation facilities, including mass transit, public streets, and roads, which have been planned and budgeted for construction in the area, and if the development is or will be accessible by private or public roads or streets.~~
- ~~vi. The development, as proposed, is consistent with the community character of the immediate neighborhood. In addition to consistency there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color,~~

rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.

vii. In the event of redevelopment, applicant shall also submit a detailed plan for demolition.

(e) The committee shall meet prior to the planning and zoning board's hearing on the application. The committee shall be chaired by the town manager. The town manager or designee shall prepare a summary report of the development application to be distributed to and reviewed by the development impact committee prior to the committee meeting.

(d) The town manager or designee shall prepare a summary report of the results of the development impact committee to be transmitted to the planning and zoning board and town commission upon their review of the development application.

(e) The committee shall review and make recommendations pursuant to the criteria stated in (2) to the planning and zoning board and town commission whether, and to the extent to which, the development will efficiently use or unduly burden water, sewer, solid waste disposal, education, recreation or other necessary public facilities or public transportation facilities, including roads and streets, which have been constructed or planned and budgeted for construction in the area, and whether the proposed development will have a favorable or unfavorable impact on the economy of the Town of Surfside.

(f) No public hearing shall be held by any board on any application subject to review by the developmental impact committee until the committee has made its recommendations with regard thereto.

(g) Development impact committee meetings shall be noticed on the town website and shall be open to the public who may comment during a specific time scheduled on the agenda.

\* \* \*

90-20.2 *Exempt development.* Notwithstanding any other provision of this chapter, the following activities shall not require site plan approval, however, may require design review board approval by the planning and zoning board:

- (1) The deposit and contouring of fill on land.
- (2) Construction of a single-family home on an existing single-family lot.
- (3) Construction of a single duplex on an existing single lot.

90-20.3 *Effective period of final site plan approval.* An approved final site plan shall be effective until the development is completed except that if, after 24 months from the date the final site plan is approved by the planning and zoning board a building permit for a principal building has not been issued and remains in effect, the site plan shall be null and void.

- (1) Extensions for good cause, not to exceed a total of one year for all extensions, may be granted by the town commission, at its sole discretion, provided the applicant submits a request in writing to the town manager or designee in advance of the expiration of the original approval, setting forth good cause for such an extension. For the purpose of this

section, a building permit for a principal building shall cease to be in effect once required inspections have lapsed or once a certificate of completion or certificate of occupancy is issued. In those cases where a development includes more than one principal building and it is contemplated that the development shown on a site plan will not be completed with a building permit for a principal building continuously in effect, approval by the planning and zoning board of a phasing schedule must be obtained as part of the overall site plan approval. Amendments to the original site plan shall not extend this time frame unless an extension is expressly granted by the planning and zoning board as a part of the approval of the amendment.

- (2) All approvals which have been granted prior to the effective date of this chapter, shall be null and void and of no further force or effect if not utilized within two years after the effective date of this chapter, unless vested rights are demonstrated pursuant to subsection 90-5(11) of the zoning code. The foregoing provision of this paragraph shall not apply if the governmental ~~resolution granting the~~ approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

\* \* \*

#### Sec. 90-23. - Conditional uses.

*90-23.1 Purpose.* Conditional Uses are generally compatible with the other land uses permitted in a zoning district but, because of their unique characteristics or potential impacts on the surrounding neighborhood and the town as a whole, require individual review as to their location, design, configuration, and/or operation for the particular use at the particular location proposed, as well as the imposition of individualized conditions in order to ensure that the use is compatible with the surrounding neighborhoods and appropriate at a particular location.

*90-23.2 Standards of review.* In addition to the standards set forth in this zoning code for the particular use, all proposed conditional uses shall meet each of the following standards:

- (1) The proposed use shall be consistent with the Comprehensive Plan and the Zoning Code;
- (2) The establishment, maintenance or operation of the proposed use shall not be detrimental to or endanger the public health, safety, or general welfare;
- (3) The proposed use shall be compatible with the community character of the immediate neighborhood. In addition to compatibility there must be congruity between the subject development and neighboring improvements and surroundings including but not limited to form, spacing, heights, setbacks, materials, color, rhythm and pattern of architectural or aesthetic interest or value as well as with any overlays and other development schemes or legislation.
- (4) Adequate provisions shall be included for parking and safe traffic movement, both vehicular and pedestrian, both internal to the use and in the area which will serve the use;
- (5) Adequate measures exist including landscaping or other buffering measures or shall be taken to mitigate any adverse effects of noise, light or other potential nuisances; and



- (6) The establishment of the conditional use shall not impede the development of surrounding properties for uses permitted in the zoning district; and
- (7) Any other condition imposed by the planning and zoning design review board and/or the development impact committee.

\* \* \*

**DIVISION 2. - NONCONFORMING USES, LOTS AND STRUCTURES**

\* \* \*

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

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

- (1) Enlargement or alteration itself conforms to the requirement of these regulations;
- (2) Building non-conformity only as to height area or floor area requirements may be altered or extended; enlarged so long as it does not increase the degree of non-conformity for the applicable district.
- (3) Alterations or additions to architecturally significant buildings on H120 zoned lots that are nonconforming as to setbacks may follow existing building lines as long as the alteration or addition maintains the architectural integrity of the existing building. The lesser of the current code-required setback or the existing building line shall be deemed to be the required setback line.

Any redevelopment project undertaken under this subsection must comply with the Town's minimum finished floor elevation requirements for all portions of the building and further must be designed and developed in accordance with Leadership in Energy & Environmental Design (LEED) or Florida Green Building Coalition (FGBC) building design and construction standards.

Redevelopment projects seeking to utilize the setback exception of this subsection shall be limited to a total height of no more than twice the number of existing floors in a building, up to a maximum of 120 feet.

Existing Building Floors	Maximum Number of Floors of Redevelopment/Expansion using Exception
1	2
2	4
3	6

4	8
5	10
6 and above	12

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

- (1) All requests for a determination of architectural significance must be made by a property owner in writing on the forms promulgated by the town. As part of the determination application, a property owner will submit an analysis of the architectural qualities of the existing structure prepared by a licensed architect, at the property owner's expense, demonstrating why the building is consistent with the Code's definition of an architecturally significant building. This analysis shall be accompanied with other materials deemed necessary by the town manager or designee to accommodate the review, including, but not limited to, all available data and documentation regarding the building, site, features, or other considerations by the town manager or designee.
- (2) The town manager or designee will review the analysis prepared by the property owner and issue a recommendation as to whether the building meets the town's standards of architectural significance. The property owner shall be responsible for the town's costs associated with this review, including the fees charged by any necessary consultants, such amounts shall be determined by the town manager or designee and held in escrow by the town.
- (3) Determinations of architectural significance will be made by the planning and zoning design review board, after public hearing, based on the following requirements.

\* \* \*

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

- i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant; and
- ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building.

(c) Site Plan Review for Architecturally Significant Buildings. Any addition requiring a site plan that is proposed for a building determined by the planning and zoning

design review board to be architecturally significant will be reviewed by the town manager or designee, ~~the design review board~~, the planning and zoning board, and the town commission to determine whether:

- i. The proposed alteration or addition does not require demolition or alteration in a manner that would render the building no longer architecturally significant; and
- ii. The proposed alteration or addition is designed in a manner that is compatible with the existing building.

Sec. 90-34. - Nonconforming uses not validated.

A nonconforming use in violation of a provision of these regulations, or any provision which these regulations amend or replace shall not be validated by the adoption of these regulations.

\* \* \*

Sec. 90-49.2. - Awnings and canopies.

The following Design Criteria are applicable to all multi-dwelling and non-residential properties. All new and replacement awnings and canopies shall meet these requirements.

a. *Location/placement.*

\* \* \*

b. *Appearance.*

1. Awnings shall be fabric or metal. Plastic and vinyl awnings are prohibited, except for First Grade vinyl awnings, subject to design review approval by the planning and zoning design review board.
2. Awnings shall be solid colors rather than patterned.
3. If an awning valance is proposed, it shall be straight rather than curved, except for special architectural elements to be compatible with historic building styles.
4. Awning colors shall enhance and complement the building and adjacent awnings, rather than overwhelm the building scheme. Colors shall not call more attention to the awning than the building.
5. Lighting associated with awnings and canopies shall be prohibited, except lighting approved by the planning and zoning design review board which is attached underneath the awning and intended to provide pedestrian lighting.
6. Signage, graphics and lettering shall be prohibited on canopies and awnings.

\* \* \*

Sec. 90-50. - Architecture and roof decks.

*90-50.1 Architecture.*

- (1) Elevation and facade articulation variations.

- a. The architectural design of proposed main buildings shall create a unique elevation compared to the main buildings of the adjacent two buildings on each side of the subject property on the same side of street. If the adjacent lot is vacant then the next adjacent lot shall be utilized. A unique elevation shall be created through the modulation of at least three of the following architectural features:
  1. Length, width and massing of the structure;
  2. Number of stories;
  3. Facade materials;
  4. Porches and other similar articulation of the front facade;
  5. Number and location of doors and windows; and
  6. Roof style and pitch.
- (2) In the H30C, H40 and H120 districts: when more than one building is provided, buildings shall be designed in such a way that they are not monotonous.
- (3) All elevations for new structures and multi-story additions (additions greater than 15 feet in height) shall provide for a minimum of ten-percent wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades per story.
- (4) All elevations for single story additions to existing structures shall result in a zero percent net loss of wall openings including windows, doors or transitional spaces defined by porches, porticoes or colonnades.
- (5) Roof materials are limited as follows:
  - a. Clay tile; or
  - b. White concrete tile; or
  - c. Solid color cement tile which color is impregnated with the same color intensity throughout, provided said color is granted design review approval by the planning and zoning design review board;
  - d. Architecturally embellished metal; or
  - e. Other Florida Building Code approved roof material(s) if granted design review approval by the planning and zoning design review board.
- (6) Garage facades. Attached garages located at the front of a single family home shall not exceed 50 percent of the overall length of the facade.
- (7) Converting single-family attached garages. When an attached garage is converted for any other use, the garage door or doors may be replaced by a solid exterior wall and access to the former garage area must be provided from the main premises, in addition to any other permitted access. At least one window shall be provided. If the garage entrance is located at the front or primary corner of the property, landscaping shall be provided along the base of the new exterior wall. When the installation of landscaping results in insufficient off-street parking, a landscaped planter shall be permitted in lieu of the required landscaping. It is intended hereby to prohibit and prevent any violation

of the single-family classification and to minimize the burden upon the administrative forces of the town in policing and enforcing the provisions hereof. Changes to the appearance of the residence shall not constitute a change prohibited by the "home office" provision of this Code. If the exterior door of the garage conversion is no longer level with grade, stairs may be installed and the exterior door must be accordingly corrected to comply with the Florida Building Code. The stairs shall be permitted to encroach no more than 24 inches into the side or rear setbacks.

- (8) Notwithstanding the foregoing, some of the architecture provisions in this section, while specific to zoning districts H30A and H30B, may also be applicable to single family homes in other zoning districts.
- (9) Paint colors. Structures in the H30A and H30B zoning districts shall be permitted to be painted the four lightest colors for the structure's primary color on the color swatch on file in the building department. All other colors may be accent colors. A paint swatch shall be submitted to the building department for approval by the town manager or designee. The planning and zoning design review board shall make a design determination in cases of uncertainty.

\* \* \*

Sec. 90-54. - Accessory buildings and structures in the H30A and H30B districts.

\* \* \*

90-54.8 All accessory buildings and structures, swimming pools, and accompanying fences and landscaping, located in the front yard setback shall be subject to review by the planning and zoning design review board.

\* \* \*

Sec. 90-56. - Fences, walls and hedges.

\* \* \*

90-56.2 A fence or ornamental wall may be placed within the front yard or primary corner yard if granted design review approval by the planning and zoning design review board.

\* \* \*

90-56.9 Hedges shall be no more than four feet in height in the front yard and side corner yards and ten feet in height in the rear and interior side yards. Hedges may be higher if granted design review approval by the planning and zoning design review board, on a case-by-case basis.

\* \* \*

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

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

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

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

**PASSED** on first reading this 14th day of August, 2018.


**PASSED** and **ADOPTED** on second reading this 12<sup>th</sup> day of September, 2018.

On Final Reading Moved by: Vice Mayor Gielchinsky

On Final Reading Second by: Commissioner Cohen

**FINAL VOTE ON ADOPTION**

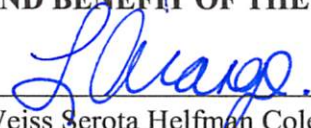
Commissioner Barry Cohen	<u>yes</u>
Commissioner Michael Karukin	<u>NO</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

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

**ATTEST:**

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

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

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



# MEMORANDUM

ITEM NO. 9N

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 16, 2020  
**Subject:** Weiss Serota Contract Follow up

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At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a report on the expenditures related to the Weiss Serota Town Attorney contract for the period of January 2019 through December 2019.

Please find attached requested report. Th report was provided to Commission on April 7, 2020.

Reviewed by: LA

Prepared by: JDG



Town of Surfside, Florida

# My Vendor History Report

By Vendor Name

Posting Date Range 01/01/2019 - 12/31/2019

Page 191

Vendor Set: 01 - Vendor Set 01  
1067 - WEISS SEROTA HELFMAN COLE

Payable Number	Description	Units	Price	Post Date	1099 Account Number	Payment Number	Payment Date	Amount	Shipping Dist Amount	Tax	Discount	Net	Payment
12345	SEP-19 PARTICIPATION OF COAL OF CITIES F19/30/2019	0.00	0.00	1,923.08	001-1500-514-31-10	Y 112423	1/22/2020	1,923.08	0.00	0.00	0.00	485,923.86	485,923.86
	SEP-19 PARTICIPATION O	0.00	0.00	1,923.08	001-1500-514-31-10		PROFESSIONAL SERVICES	1,923.08	0.00	0.00	0.00	1,923.08	1,923.08
212256	LEGAL FEES DECEMBER 2018 12/1/2018-12/31/28/2019	0.00	0.00	2,596.52	001-1500-514-31-10	Y 109435	2/22/2019	2,596.52	0.00	0.00	0.00	2,596.52	2,596.52
	LEGAL FEES DECEMBER 21	0.00	0.00	2,596.52	001-1500-514-31-10		PROFESSIONAL SERVICES	2,596.52	0.00	0.00	0.00	2,596.52	2,596.52
212257	LEGAL FEES 12/1/18-12/31/2018	0.00	0.00	29,653.84	001-1500-514-31-10	Y 109435	2/22/2019	29,653.84	0.00	0.00	0.00	29,653.84	29,653.84
	LEGAL FEES 12/1/18-12/31/2018	0.00	0.00	29,653.84	001-1500-514-31-10		PROFESSIONAL SERVICES	29,653.84	0.00	0.00	0.00	29,653.84	29,653.84
212258	LEGAL DECEMBER 12/1/18-12/31/2018	0.00	0.00	125.00	001-220-90-10	Y 109435	2/22/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL DECEMBER 12/1/1	0.00	0.00	125.00	001-220-90-10		COST RECOVERY	125.00	0.00	0.00	0.00	125.00	125.00
212259	LEGAL FEES DECEMBER 12/1/2018-12/31/201/28/2019	0.00	0.00	125.00	001-220-90-10	Y 109435	2/22/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL FEES DECEMBER 1	0.00	0.00	125.00	001-220-90-10		COST RECOVERY	125.00	0.00	0.00	0.00	125.00	125.00
212260	LEGAL FEES DECEMBER 2018 12/1/2018-12/31/28/2019	0.00	0.00	6,267.29	001-1500-514-31-10	Y 109435	2/22/2019	6,267.29	0.00	0.00	0.00	6,267.29	6,267.29
	LEGAL FEES DECEMBER 21	0.00	0.00	6,267.29	001-1500-514-31-10		PROFESSIONAL SERVICES	6,267.29	0.00	0.00	0.00	6,267.29	6,267.29
212261	LEGAL FEES DECEMBER 12/1/2018-12/31/201/28/2019	0.00	0.00	482.50	001-1500-514-31-10	Y 109435	2/22/2019	482.50	0.00	0.00	0.00	482.50	482.50
	LEGAL FEES DECEMBER 1	0.00	0.00	482.50	001-1500-514-31-10		PROFESSIONAL SERVICES	482.50	0.00	0.00	0.00	482.50	482.50
213421	LEGAL FEES FOR JANUARY 2019	0.00	0.00	858.00	001-1500-514-31-10	Y 109833	4/8/2019	858.00	0.00	0.00	0.00	858.00	858.00
	LEGAL FEES FOR JANUARY	0.00	0.00	858.00	001-1500-514-31-10		PROFESSIONAL SERVICES	858.00	0.00	0.00	0.00	858.00	858.00
213422	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,225.00	001-1500-514-31-10	Y 109833	4/8/2019	1,225.00	0.00	0.00	0.00	1,225.00	1,225.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,225.00	001-1500-514-31-10		PROFESSIONAL SERVICES	1,225.00	0.00	0.00	0.00	1,225.00	1,225.00
213423	LEGAL FEES JANUARY 2019	0.00	0.00	29,660.22	001-1500-514-31-10	Y 109833	4/8/2019	29,660.22	0.00	0.00	0.00	29,660.22	29,660.22
	LEGAL FEES JANUARY 201	0.00	0.00	29,660.22	001-1500-514-31-10		PROFESSIONAL SERVICES	29,660.22	0.00	0.00	0.00	29,660.22	29,660.22
213424	LEGAL FEES FOR JANUARY 2019	0.00	0.00	125.00	001-220-90-10	Y 109833	4/8/2019	125.00	0.00	0.00	0.00	125.00	125.00
	LEGAL FEES FOR JANUARY	0.00	0.00	125.00	001-220-90-10		COST RECOVERY	125.00	0.00	0.00	0.00	125.00	125.00
213425	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,533.00	001-1500-514-31-10	Y 109833	4/8/2019	1,533.00	0.00	0.00	0.00	1,533.00	1,533.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,533.00	001-1500-514-31-10		PROFESSIONAL SERVICES	1,533.00	0.00	0.00	0.00	1,533.00	1,533.00
213426	LEGAL FEES FOR JANUARY 2019	0.00	0.00	250.00	001-220-90-10	Y 109833	4/8/2019	250.00	0.00	0.00	0.00	250.00	250.00
	LEGAL FEES FOR JANUARY	0.00	0.00	250.00	001-220-90-10		COST RECOVERY	250.00	0.00	0.00	0.00	250.00	250.00
213427	LEGAL FEES FOR JANUARY 2019	0.00	0.00	1,625.00	001-1500-514-31-10	Y 109833	4/8/2019	1,625.00	0.00	0.00	0.00	1,625.00	1,625.00
	LEGAL FEES FOR JANUARY	0.00	0.00	1,625.00	001-1500-514-31-10		PROFESSIONAL SERVICES	1,625.00	0.00	0.00	0.00	1,625.00	1,625.00
213905	LEGAL FEES FEBRUARY 2019	0.00	0.00	2,273.50	001-1500-514-31-10	Y 109833	4/8/2019	2,273.50	0.00	0.00	0.00	2,273.50	2,273.50
	LEGAL FEES FEBRUARY 2C	0.00	0.00	2,273.50	001-1500-514-31-10		PROFESSIONAL SERVICES	2,273.50	0.00	0.00	0.00	2,273.50	2,273.50



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213906	LEGAL FEES FEBRUARY 2019	LEGAL FEES FEBRUARY 2019	0.00	0.00	50.00	3/18/2019	Y 109833		4/8/2019	4/8/2019	50.00	0.00	0.00	50.00	50.00	
	LEGAL FEES FEBRUARY 20		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		50.00					
213908	LEGAL FEES FOR FEBRUARY 2019	LEGAL FEES FOR FEBRUARY 2019	0.00	0.00	29,655.06	3/18/2019	Y 109833		4/8/2019	4/8/2019	29,655.06	0.00	0.00	29,655.06	29,655.06	
	LEGAL FEES FOR FEBRUARY 20		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		29,655.06					
213909	LEGAL FEES FEBRUARY 2019	LEGAL FEES FEBRUARY 2019	0.00	0.00	6,200.00	3/18/2019	Y 109833		4/8/2019	4/8/2019	6,200.00	0.00	0.00	6,200.00	6,200.00	
	LEGAL FEES FEBRUARY 20		0.00	0.00			001-220-90-10		COST RECOVERY		6,200.00					
213910	LEGAL FEES FEBRUARY 2019	LEGAL FEES FEBRUARY 2019	0.00	0.00	383.00	3/18/2019	Y 109833		4/8/2019	4/8/2019	383.00	0.00	0.00	383.00	383.00	
	LEGAL FEES FEBRUARY 20		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		383.00					
213911	LEGAL FEES FEBRUARY 2019	LEGAL FEES FEBRUARY 2019	0.00	0.00	4,175.00	3/18/2019	Y 109833		4/8/2019	4/8/2019	4,175.00	0.00	0.00	4,175.00	4,175.00	
	LEGAL FEES FEBRUARY 20		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		4,175.00					
215204	LEGAL FEES FOR FEB. 2019 /PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB. 2019 /PERIOD 3/1/19-3/4/16/2019	0.00	0.00	913.70	3/01/19-4/16/2019	Y 110114		5/6/2019	5/6/2019	913.70	0.00	0.00	913.70	913.70	
	LEGAL FEES FOR FEB. 201		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		913.70					
215205	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	2,395.65	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	2,395.65	0.00	0.00	2,395.65	2,395.65	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		2,395.65					
215206	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	29,656.30	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	29,656.30	0.00	0.00	29,656.30	29,656.30	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		29,656.30					
215207	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	475.00	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	475.00	0.00	0.00	475.00	475.00	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-220-90-10		COST RECOVERY		475.00					
215208	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	1,300.00	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	1,300.00	0.00	0.00	1,300.00	1,300.00	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-220-90-10		COST RECOVERY		1,300.00					
215209	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	3,909.00	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	3,909.00	0.00	0.00	3,909.00	3,909.00	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		3,909.00					
215210	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	297.00	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	297.00	0.00	0.00	297.00	297.00	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		297.00					
215211	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	LEGAL FEES FOR FEB 2019/PERIOD 3/1/19-3/4/16/2019	0.00	0.00	375.00	3/1/19-3/4/16/2019	Y 110114		5/6/2019	5/6/2019	375.00	0.00	0.00	375.00	375.00	
	LEGAL FEES FOR FEB 2019		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		375.00					
216027	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	3,736.50	5/14/2019	Y 110380		6/4/2019	6/4/2019	3,736.50	0.00	0.00	3,736.50	3,736.50	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		3,736.50					
216028	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,311.50	5/14/2019	Y 110380		6/4/2019	6/4/2019	1,311.50	0.00	0.00	1,311.50	1,311.50	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		1,311.50					
216029	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	29,615.66	5/14/2019	Y 110380		6/4/2019	6/4/2019	29,615.66	0.00	0.00	29,615.66	29,615.66	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-1500-514-31-10		PROFESSIONAL SERVICES		29,615.66					
216030	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,075.00	5/14/2019	Y 110380		6/4/2019	6/4/2019	1,075.00	0.00	0.00	1,075.00	1,075.00	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-220-90-10		COST RECOVERY		1,075.00					
216031	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	1,200.00	5/14/2019	Y 110380		6/4/2019	6/4/2019	1,200.00	0.00	0.00	1,200.00	1,200.00	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-220-90-10		COST RECOVERY		1,200.00					
216032	LEGAL FEES APRIL 1-30, 2019	LEGAL FEES APRIL 1-30, 2019	0.00	0.00	925.00	5/14/2019	Y 110380		6/4/2019	6/4/2019	925.00	0.00	0.00	925.00	925.00	
	LEGAL FEES APRIL 1-30, 2		0.00	0.00			001-220-90-10		COST RECOVERY		925.00					

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216033	LEGAL FEES APRIL 1-30, 2	0.00	0.00	925.00	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	7,014.47	925.00	0.00	0.00	7,014.47	7,014.47
	LEGAL FEES APRIL 1-30, 2	0.00	0.00	5,948.00	6/19/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	5,948.00	0.00	0.00	0.00	5,948.00	5,948.00
	LEGAL FEES APRIL 1-30, 2	0.00	0.00	1,066.47	6/19/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	1,066.47	0.00	0.00	0.00	1,066.47	1,066.47
216034	LEGAL FEES APRIL 1-30, 2	0.00	0.00	575.00	5/14/2019	001-1500-514-31-10	Y 110380	PROFESSIONAL SERVICES	6/4/2019	575.00	0.00	0.00	0.00	575.00	575.00
217140	LEGAL FEES FOR MAY 201	0.00	0.00	50.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	50.00	0.00	0.00	0.00	50.00	50.00
217141	LEGAL FEES FOR MAY 201	0.00	0.00	4,207.72	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	4,207.72	0.00	0.00	0.00	4,207.72	4,207.72
217142	LEGAL FEES FOR MAY 201	0.00	0.00	2,250.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	2,250.00	0.00	0.00	0.00	2,250.00	2,250.00
217144	LEGAL FEES FOR MAY 201	0.00	0.00	12.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	12.00	0.00	0.00	0.00	12.00	12.00
217145	LEGAL FEES FOR MAY 201	0.00	0.00	29,612.50	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
217146	LEGAL FEES FOR MAY 201	0.00	0.00	1,675.00	6/19/2019	001-220-90-10	Y 110844	COST RECOVERY	7/26/2019	1,675.00	0.00	0.00	0.00	1,675.00	1,675.00
217147	LEGAL FEES FOR MAY 201	0.00	0.00	1,145.50	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	1,145.50	0.00	0.00	0.00	1,145.50	1,145.50
217149	LEGAL FEES FOR MAY 201	0.00	0.00	575.00	6/19/2019	001-1500-514-31-10	Y 110844	PROFESSIONAL SERVICES	7/26/2019	575.00	0.00	0.00	0.00	575.00	575.00
218462	LEGAL FEES FOR JUNE 20	0.00	0.00	221.30	6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	221.30	0.00	0.00	0.00	221.30	221.30
218463	LEGAL FEES FOR JUNE 20	0.00	0.00	272.00	6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	272.00	0.00	0.00	0.00	272.00	272.00
218464	LEGAL FEES FOR JUNE 20	0.00	0.00	1,000.00	6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
218465	RETAINER SERVICES JUNI	0.00	0.00	29,612.50	6/1/19 - 6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
218466	LEGAL FEES FOR JUNE 20	0.00	0.00	375.00	6/1/19 - 6/30/20	001-220-90-10	Y 111192	COST RECOVERY	9/6/2019	375.00	0.00	0.00	0.00	375.00	375.00
218467	LEGAL FEES FOR JUNE 20	0.00	0.00	750.50	6/1/19 - 6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	750.50	0.00	0.00	0.00	750.50	750.50
218468	LEGAL FEES FOR JUNE 20	0.00	0.00	575.00	6/1/19 - 6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	575.00	0.00	0.00	0.00	575.00	575.00
218469	LEGAL FEES FOR JUNE 20	0.00	0.00	840.00	6/1/19 - 6/30/20	001-1500-514-31-10	Y 111192	PROFESSIONAL SERVICES	9/6/2019	840.00	0.00	0.00	0.00	840.00	840.00

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219594	LEGAL FEES FOR JUNE 2019	0.00	0.00	840.00	8/29/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	9/19/2019	1,057.90	0.00	0.00	0.00	1,057.90	1,057.90
219594	GENERAL LABOR 07/2019	0.00	0.00	1,057.90	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	1,057.90	0.00	0.00	0.00	1,057.90	1,057.90
219595	POLICE MATTERS 07/2019	0.00	0.00	129.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	129.00	0.00	0.00	0.00	129.00	129.00
219596	MONTHLY RETAINER 7/2019	0.00	0.00	29,634.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	29,634.00	0.00	0.00	0.00	29,634.00	29,634.00
219597	LAND USE RECOVER - EDEN	0.00	0.00	450.00	8/29/2019	001-220-90-10	Y 111309	COST RECOVERY	9/19/2019	450.00	0.00	0.00	0.00	450.00	450.00
219599	LEGAL FEE FOR JULY 2019 PERIOD 7/1/2019-8/29/2019	0.00	0.00	4,266.50	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	4,266.50	0.00	0.00	0.00	4,266.50	4,266.50
219600	SUSTAINABILITY & RESILIENCY COMMITTEE 7/2019	0.00	0.00	537.50	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	537.50	0.00	0.00	0.00	537.50	537.50
219601	SURF CLUB 7/2019	0.00	0.00	200.00	8/29/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/19/2019	200.00	0.00	0.00	0.00	200.00	200.00
219879	POLICE MATTERS 7/2019	0.00	0.00	3,436.00	9/12/2019	001-1500-514-31-10	Y 111309	PROFESSIONAL SERVICES	9/30/2019	3,436.00	0.00	0.00	0.00	3,436.00	3,436.00
220398	PROFESSIONAL SERVICES RENDERED AUG-19 9/17/2019	0.00	0.00	2,986.20	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	2,986.20	0.00	0.00	0.00	2,986.20	2,986.20
220399	POLICE MATTERS AUG-19	0.00	0.00	228.60	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	228.60	0.00	0.00	0.00	228.60	228.60
220400	PROFESSIONAL SERVICES FOR CODE ENFORC/9/17/2019	0.00	0.00	1,182.50	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	1,182.50	0.00	0.00	0.00	1,182.50	1,182.50
220401	MONTHLY RETAINER FOR LEGAL SERVICES AL 9/17/2019	0.00	0.00	29,770.12	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	29,770.12	0.00	0.00	0.00	29,770.12	29,770.12
220402	LAND USE COST REC. YOUNG ISRAEL-ADA RAM 9/30/2019	0.00	0.00	3,700.00	9/30/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	3,700.00	0.00	0.00	0.00	3,700.00	3,700.00
220403	LAND USE COST RECOVER. KRIEG, DAVID & BELLA 9/17/2019	0.00	0.00	930.00	9/17/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	930.00	0.00	0.00	0.00	930.00	930.00
220404	LAND USE COST RECOVER. EDEN SURFSIDE AUG 9/17/2019	0.00	0.00	250.00	9/17/2019	001-220-90-10	Y 111432	COST RECOVERY	9/30/2019	250.00	0.00	0.00	0.00	250.00	250.00
220405	SPECIAL PROJECTS	0.00	0.00	450.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	450.00	0.00	0.00	0.00	450.00	450.00
220406	LITIGATION	0.00	0.00	3,276.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	3,276.00	0.00	0.00	0.00	3,276.00	3,276.00
220407	SOLIMAR COND-CHALLENGE UTI. FEES LITIG 9/17/2019	0.00	0.00	5,640.00	9/17/2019	001-1500-514-31-10	Y 111432	PROFESSIONAL SERVICES	9/30/2019	5,640.00	0.00	0.00	0.00	5,640.00	5,640.00

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220408	PREPARATION OF RESPONSE TO AUDIT LETTE	0.00	250.00	250.00	9/30/2019	001-1500-514-31-10	111432	PROFESSIONAL SERVICES	9/30/2019	250.00	0.00	0.00	0.00	250.00	250.00
221976	SEPT-19 PROFESSIONAL SERVICES	0.00	2,043.50	2,043.50	9/30/2019	001-1500-514-31-10	112048	PROFESSIONAL SERVICES	12/9/2019	2,043.50	0.00	0.00	0.00	2,043.50	2,043.50
221977	SEP-19 POLICE MATTERS	0.00	4,601.25	4,601.25	9/30/2019	001-1500-514-31-10	112048	PROFESSIONAL SERVICES	12/9/2019	4,601.25	0.00	0.00	0.00	4,601.25	4,601.25
221978	SEPT-19 MONTHLY RETAINER	0.00	29,676.58	29,676.58	9/30/2019	001-1500-514-31-10	112048	PROFESSIONAL SERVICES	12/9/2019	29,676.58	0.00	0.00	0.00	29,676.58	29,676.58
221979	SEPT-19 COST RECOVERY 8995 COLLINS AVE.	0.00	430.00	430.00	9/30/2019	001-220-90-10	112048	COST RECOVERY	12/9/2019	430.00	0.00	0.00	0.00	430.00	430.00
221980	SEPT-19 COST RECOVERY 9300-9380 COLLINS	0.00	1,000.00	1,000.00	9/30/2019	001-220-90-10	112048	COST RECOVERY	12/9/2019	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
221981	SEPT-19 LITIGATION	0.00	939.50	939.50	9/30/2019	001-1500-514-31-10	112048	PROFESSIONAL SERVICES	12/9/2019	939.50	0.00	0.00	0.00	939.50	939.50
221982	SEPT-19 SOLIMAR CONDO STORMWATER FEE	0.00	150.00	150.00	9/30/2019	001-1500-514-31-10	112048	PROFESSIONAL SERVICES	12/9/2019	150.00	0.00	0.00	0.00	150.00	150.00
222955	OCT-19 PROFESSIONAL SERVICES	0.00	3,086.50	3,086.50	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	3,086.50	0.00	0.00	0.00	3,086.50	3,086.50
222956	OCT-19 POLICE MATTERS	0.00	135.95	135.95	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	135.95	0.00	0.00	0.00	135.95	135.95
222957	OCT-19 MONTHLY RETAINER	0.00	29,702.95	29,702.95	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	29,702.95	0.00	0.00	0.00	29,702.95	29,702.95
222958	OCT-19 LAND USE COST RECOV. YOUNG ISR	0.00	1,525.00	1,525.00	12/5/2019	001-220-90-10	112127	COST RECOVERY	12/18/2019	1,525.00	0.00	0.00	0.00	1,525.00	1,525.00
222959	OCT-19 LAND USE RECOVERY KRIGER, VARIA	0.00	850.00	850.00	12/5/2019	001-220-90-10	112127	COST RECOVERY	12/18/2019	850.00	0.00	0.00	0.00	850.00	850.00
222960	OCT-19 LAND USE COST RECOV. SAMUEL FR	0.00	675.00	675.00	12/5/2019	001-220-90-10	112127	COST RECOVERY	12/18/2019	675.00	0.00	0.00	0.00	675.00	675.00
222961	OCT-19 LAND USE COST RECOV. 8995 COLLIN	0.00	450.00	450.00	12/13/2019	001-220-90-10	112127	COST RECOVERY	12/18/2019	450.00	0.00	0.00	0.00	450.00	450.00
222962	OCT-19 PROFESSIONAL SERVICES LITIGATION	0.00	2,529.50	2,529.50	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	2,529.50	0.00	0.00	0.00	2,529.50	2,529.50
222963	OCT-19 SPECIAL LITIGATION SOLIMAR CONDO	0.00	7,650.50	7,650.50	12/5/2019	001-1500-514-31-10	112127	PROFESSIONAL SERVICES	12/18/2019	7,650.50	0.00	0.00	0.00	7,650.50	7,650.50
223550	NOV-19 PROFESSIONAL SERVICES	0.00	1,604.00	1,604.00	12/12/2019	001-1500-514-31-10	112198	PROFESSIONAL SERVICES	12/23/2019	1,604.00	0.00	0.00	0.00	1,604.00	1,604.00
223551	NOV-19 POLICE MATTERS	0.00	1,934.50	1,934.50	12/12/2019	001-1500-514-31-10	112198	PROFESSIONAL SERVICES	12/23/2019	1,934.50	0.00	0.00	0.00	1,934.50	1,934.50

My Vendor History Report

Posting Date Range 01/01/2019 - 12/31/2019

Payable Number	Description	Units	Price	Amount	Post Date	1099 Account Number	Payment Number	Account Name	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
NOV-19 POLICE MATTERS		0.00	0.00	1,934.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,934.50	0.00	0.00	0.00	29,612.50	29,612.50
NOV-19 MONTHLY RETAINER		0.00	0.00	29,612.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	29,612.50	0.00	0.00	0.00	29,612.50	29,612.50
NOV-19 PROFFESIONAL SERVICES		0.00	0.00	725.00	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	725.00	0.00	0.00	0.00	725.00	725.00
NOV-19 PROFFESIONAL S		0.00	0.00	725.00	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	725.00	0.00	0.00	0.00	1,042.50	1,042.50
DEC-19 SPECIAL LITIGATION SOLIMAR UTILIT		0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
DEC-19 SPECIAL LITIGATIC		0.00	0.00	1,042.50	12/12/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	12/23/2019	1,042.50	0.00	0.00	0.00	1,042.50	1,042.50
LEGAL FEES FEBRUARY 2019		0.00	0.00	50.00	3/18/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
LEGAL FEES FEBRUARY 2C		0.00	0.00	50.00	3/18/2019	001-1500-514-31-10		PROFESSIONAL SERVICES	4/8/2019	50.00	0.00	0.00	0.00	50.00	50.00
<b>Vendors: (1) Total 01 - Vendor Set 01:</b>										<b>485,923.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>485,923.86</b>	<b>485,923.86</b>
<b>Vendors: (1) Report Total:</b>										<b>485,923.86</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>485,923.86</b>	<b>485,923.86</b>



## MEMORANDUM

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** April 15, 2020

**Subject:** Town Pension Benefits for Non-Public Safety Employees

Pursuant to the April 16, 2020 Town Commission agenda item regarding the Town pension benefits for non-public safety employees, enacted changes are as follows:

On September 13, 2016 the Town Commission approved pension amendments for general employees (non-sworn) that increased the employee contributions and improved benefits effective October 1, 2016 as follows:

- **Increased general employee contribution by 2%.**  
General employee contribution increased from 6% to 8%; one grandfathered employee 5% to 7%;
- **Increased the benefit cap from 60% to 68%.**  
The benefit cap at 60% was one of the lowest in the State of Florida amongst defined benefit plans.  
The benefit cap for police officers (sworn group) is 90%;
- **Increased the multiplier from 2 % to 2.65% for the one grandfathered employee and from 2.5% to 2.8% for all other general employees (non-sworn).**  
The multiplier for police officers (sworn group) is 3.5%;
- **A senior management class be established** consistent of all Department Directors and Assistant Town Manager.  
Excluded from this class is the Police Chief, Town Manager and Town Attorney (if employed by the Town);
- **The senior management's multiplier increased from 2.5% to 3%** (rather than the 2.8% as other general employees);

- **The senior management cap increased to 80%** (rather than the 68%); and
- **The Town Attorney vesting requirements were lowered** from 10 years to 7 years to match the vesting requirements of the Town Manager.

An actuarial study was conducted. The above changes were cost neutral. The incremental cost to the Town's annual contribution would increase by \$905 or 0% of payroll, the employees covered the cost with the 2% increase of their contributions and the \$905 was primarily the cost to cover the Town Attorney changes.

Please see below table taken from Actuarial Impact Statement, dated September 6, 2016.

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

On December 10, 2019 the Town Commission approved pension amendments for General Employees (non-sworn) to conform maximum benefit limitations and retirement ages. Effective January 1, 2020 the plan changes are as follows:

- **Increased the benefit cap for general employees (non-sworn) from 68% to 80%**
- **Lowered retirement age** from age 62 and 15 years of service or age 65 and 10 years of service to:
  - ✚ Age 50 and 20 years of service, or
  - ✚ Age 52 and 15 years of service, or
  - ✚ Age 55 and 10 years of service
- **Increased Cost-of-Living Adjustment (COLA) from 1.5% to 2% for future retirees.**

These plan changes were recommended in an effort to align the cap with retirement age.

The below information was collected, prior to recommendation.

### **Regarding Cap:**

Based on the 2018 actuarial study, 63% of the general employees would reach the maximum benefit limitation (cap) before they are eligible to retire. Increasing the benefit cap reduces the percentage of employees who fall on this tier.

The pension actuary, Gabriel Roeder Smith specified that the majority of the plans do not have a cap (other than the statutory 100%). They also said that of the plans that do have a cap, the range is typically 75% - 90%.

The pension attorney stated that of all the plans they represent, Surfside's benefit cap for general employees is the lowest. In addition, data from surrounding municipalities was collected identifying that Bal Harbour's cap is 100%, Bay Harbor's is 100% and Miami Beach's is 90% or 80%.

To put this in perspective, based on the current multiplier (2.8%) for general employees (non-senior management), it will take 28.5 years of service for a general employee to reach the cap ( $.80 \div .028 = 28.5$ ).

Based on the current multiplier, for senior management (3.0%) it will take 26.6 years of service for a senior management employee to reach the cap ( $.80 \div .030 = 26.6$ ).

### **Regarding COLA:**

The pension actuary stated that the average COLA is 2%. The Fraternal Order of Police who represent our police officers, negotiated a 2% COLA for future retirees with their recent collective bargaining agreement. In addition our surrounding municipalities COLA is as follows:

- Bal Harbour's is 2.5%
- Miami Beach 2.5% Tier A and Tier B; 1.5% Tier C

The Town inquired on information on COLA based on the CPI with a floor of 1.5% and a ceiling of 2%. Based on long term inflation assumption, the recommendation by our actuary was 2%.

### **Regarding Retirement Age:**

The Town of Surfside's retirement age requirements were the highest of our surrounding municipalities.



- Bay Harbor: Age 52 and 20 years of service (since 1999), or 55 and 10 years of service, or 65 regardless of years of service;
- Miami Beach: 50 and 5 years of service, or 55 and 5 years of service, 55 and 30 years of service, or 62 and 5 years of service (all based on collective bargaining agreements with their unions); and
- Bal Harbour: 57 regardless of service, or 55 and 25 years of service, or 30 years of service regardless of age.

The retirement age changes grant an opportunity to employees (majority who are public works employees) to retire and enter the Deferred Retirement Option Plan (DROP) program if they choose to, at a younger age.

For example: Solid Waste employee who was hired in 1992 (28 years of service) 58 years old, would have to wait until age 62 to retire and enter the DROP; thus, separating from service at age 67. Our solid waste crew is aging...

This also benefits other employees who are hired at a young age. They don't have to work and then wait for 35+ years to collect their pension. This will encourage employees to remain employed by the Town after vesting, rather than seeking employment elsewhere.

For example: An employee hired in 2018 whose normal retirement date (prior to this age reduction) was 2059. This particular employee would have had to wait 41 years to collect his/her pension.

Upon separation of service of those who opt to retire and not enter the DROP, the Town will more likely hire someone at a lower salary than that of the retiree. In addition, the minimum requirements for the position may have changed to include more experience and higher education.

The disparity between the general employees' benefits, the Town's sworn employees benefits (Police) and the surrounding municipalities is a challenge. The FOP negotiated retirement age reductions and a COLA increase with their 2019 – 2022 collective bargaining agreement. In addition, the Town signed a MOU with the FOP to extend the age reduction benefits to their civilian members who are covered under the general employees' plan. The surrounding municipalities offer higher caps, lower vesting requirements, lower retirement ages etc...

Enclosed please find actuarial impact statements and survey results.

Reviewed by GO

Prepared by YSM

September 6, 2016

Ms. Mayte D. Gamiotea  
Pension Administrator  
Retirement Plan for Employees of the  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

**Re: Retirement Plan for Employees of the Town of Surfside  
Actuarial Impact Statement**

Dear Mayte:

As requested, we are pleased to enclose three (3) copies of an Actuarial Impact Statement as of October 1, 2015 for the Proposed Ordinance under the Retirement Plan for Employees of the Town of Surfside (Plan) with the State of Florida (copy enclosed).

**Background** – General Employees are currently eligible for normal retirement at the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service. A participating Town Manager is currently eligible for normal retirement at age 64 with 7 years of Creditable Service.

General Employees are currently 50% vested upon completion of 5 years of Creditable Service, increasing 10% per year until 100% vested upon completion of 10 years of Creditable Service. A participating Town Manager is currently 100% vested upon completion of 7 years of Creditable Service.

General Employees currently contribute either 5% or 6% of pensionable pay. The benefit accrual rate (multiplier) for service earned after January 31, 2003 is currently 2.0% for each year of Creditable Service for the General Employee who contributes 5% of pensionable pay and 2.5% for each year of Creditable Service for General Employees who contribute 6% of pensionable pay. The maximum benefit is currently 60% of average final compensation.

**Proposed Ordinance** – The proposed Ordinance:

**For General Employees** – Contribution rate is increased to 8% of pensionable pay for General Employees currently contributing 6% and 7% of pensionable pay for the General Employee currently contributing 5%. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 2.80% for each year of Creditable Service for General Employees who will contribute 8% of pensionable

pay. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 2.65% for each year of Creditable Service for the General Employee who will contribute 7% of pensionable pay. Maximum benefit is increased to 68% of average final compensation.

- **For Senior Management Employees** – Contribution rate is increased to 8% of pensionable pay. Benefit accrual rate (multiplier) for service earned after September 30, 2016 is 3% for each year of Creditable Service. Maximum benefit is increased to 80% of average final compensation.
- **For Town Attorney** – Retirement and vesting provisions as currently provided to a participating Town Manager.

**Results** – The following sets out the projected changes in the minimum annual required contributions for the Town and Employees as a dollar amount and as a percentage of covered General Employee annual payroll (\$3,121,306).

Item	Incremental Cost in Net Town Annual Required Contribution	Incremental Cost in Employee Annual Contribution
<b>Proposed Amendment</b> – reflect changes to General Employees only	\$ (4,828) (0.2%)	\$ 43,050 1.4%
<b>Proposed Amendment</b> – reflect changes to Senior Management Employees only	\$ 4,483 0.1%	\$ 19,376 0.6%
<b>Proposed Amendment</b> – reflect changes to Town Attorney retirement and vesting provisions	\$ 1,250 0.0%	\$ 0 0.0%
<b>Combined Effect</b>	\$ 905 0.0%	\$ 62,426 2.0%

**Filing Requirements** – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the Board of Trustees. Copies of the Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement are generally required to be filed with the State at the following address:

Mr. Douglas E. Beckendorf, A.S.A.  
 Bureau of Local Retirement Services  
 Division of Retirement  
 Building 8  
 Post Office Box 9000  
 Tallahassee, Florida 32315-9000

We understand the State requires funding no later than the fiscal year next following the effective date of the increases in costs resulting from the Ordinance.

Please forward a copy of the Ordinance upon passage at second reading to update our files.

**Actuarial Assumptions and Methods, Plan Provisions, Financial Data, Member Census Data** – The actuarial assumptions and methods, financial data and member census data employed for purposes of our Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and member census data utilized for the October 1, 2015 Actuarial Valuation.

The Plan provisions employed for purposes of our Actuarial Impact Statement are the same Plan provisions utilized for the October 1, 2015 Actuarial Valuation as modified above.

Senior Management Employees are: participating Town Manager, Town Attorney, Town Clerk, Building and Zoning Director, Code Compliance Director, Finance Director, Human Resources Director, Parks and Recreation Director, Public Works Director and Tourism, Economic Development and Community Services Director.

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This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed Plan provision changes on the Plan, and is not intended as a recommendation in favor of the benefit changes or in opposition of the Plan provision changes.

If all actuarial assumptions are met and if all future minimum required contributions are paid, Plan assets will be sufficient to pay all Plan benefits. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using a maximum amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed actuarial value of assets.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the assumptions made. These calculations are also based upon present Plan provisions that are referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described as referenced, important Plan provisions relevant to this

proposed Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period); and changes in Plan provisions or applicable law. Due to the limited scope of the actuary's assignment, the actuary did not perform an analysis of the potential range of such future measurements.

This Actuarial Impact Statement should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Actuarial Impact Statement has been prepared by actuaries who have substantial experience valuing public employee retirement plans. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the Actuarial Impact Statement date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Actuarial Impact Statement may be provided to parties other than the Board only in its entirety and only with the permission of an approved representative of the Board.

The signing actuaries are independent of the Plan sponsor.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Ms. Mayte D. Gamiotea  
September 6, 2016  
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If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,



Lawrence F. Wilson, E.A., A.S.A.  
Senior Consultant and Actuary



Jennifer M. Borregard, E.A.  
Consultant and Actuary

Enclosures

cc: Ms. Yamileth Slate-McCloud

ORDINANCE NO. \_\_\_\_\_

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

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

**WHEREAS**, the Board of Trustees of the Retirement Plan has recommended increasing the employee contribution to purchase a higher pension benefit; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 2-171. Definitions.**

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

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



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

**Section 3.** SECTION 2-176, Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

(a) *Normal Retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

(4) For the Town Attorney:

a. The attainment of age 62 and the completion of 15 years of creditable service; or

b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

(c) *Computation of annuity.*

(1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 12/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each

member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or Senior Management employees, effective October 1, 2016:

(i) for each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

(ii) for the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(iii) in no event shall the total annuity as computed above for any member exceed sixty-eight percent (68%) of monthly average final compensation.

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

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

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

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

read as follows:

~~(a) For members who are not police officers, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one time irrevocable option of raising his contribution rate from five percent to six percent. For each member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution~~

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

- (i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation;
- (ii) The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation;
- (iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

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

- (i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;
- (ii) Employee contributions by any Senior Management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.

**Section 5.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 6.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

**Section 7.** It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 8.** This ordinance shall become effective upon final passage.

**PASSED and ADOPTED** on second reading this \_\_\_\_ day of \_\_\_\_\_, 2016.

On Final Reading Moved by: \_\_\_\_\_

On Final Reading Second by: \_\_\_\_\_

**FINAL VOTE ON ADOPTION:**

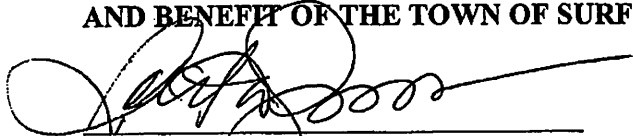
Commissioner Daniel Gielchinsky \_\_\_\_\_  
Commissioner Michael Karukin \_\_\_\_\_  
Commissioner Tina Paul \_\_\_\_\_  
Vice Mayor Barry Cohen \_\_\_\_\_  
Mayor Daniel Dietch \_\_\_\_\_

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

**ATTEST:**

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

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

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

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

**Actuarial Impact Statement as of October 1, 2015**

A. Description of Proposed Amendment

General Employees:

Employee contribution rate is eight percent (8%) of pensionable pay for General Employees currently contributing six percent (6%) of pensionable pay. Employee contribution rate is seven percent (7%) of pensionable pay for the General Employee currently contributing five percent (5%) of pensionable pay.

Benefit accrual rate is 2.80% per year of Creditable Service earned after September 30, 2016 for General Employees who contribute eight percent (8%) of pensionable pay. Benefit accrual rate is 2.65% per year of Creditable Service earned after September 30, 2016 for the General Employee who contributes seven percent (7%) of pensionable pay.

Maximum benefit cap is 68% of monthly average final compensation.

Senior Management Employees:

Employee contribution rate is eight percent (8%) of pensionable pay.

Benefit accrual rate is 3% per year of Creditable Service earned after September 30, 2016.

Maximum benefit cap is 80% of monthly average final compensation.

Town Attorney:

Normal retirement date shall be the earlier of (1) attainment of age 62 and completion of 15 years of Creditable Service or (2) attainment of age 64 and completion of 7 years of Creditable Service - 100% vested upon completion of seven (7) years of Creditable Service.

- B. An estimate of the cost of implementing this amendment (see attachment)
- C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

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Chairman, Retirement Committee

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Date

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

**Actuarial Impact Statement as of October 1, 2015**

**General Employees / Senior Management Employees / Town Attorney**

<u>A. Participant Data</u>	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
1. Active participants	59	59
2. Terminated vested participants	2	2
3. Participants receiving benefits (including DROPs)	24	24
4. Annual payroll of active employees	\$ 3,121,306	\$ 3,121,306
5. Expected payroll of active employees for the following year	\$ 3,121,306	\$ 3,121,306
 <u>B. Assets</u>		
1. Smoothed actuarial value	\$ 6,659,124	\$ 6,659,124
2. Market value	\$ 6,372,256	\$ 6,372,256
 <u>C. Liabilities</u>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 4,143,140	\$ 4,572,192
b. Vesting benefits	949,742	988,988
c. Disability benefits	524,603	557,939
d. Return of member contributions	126,783	142,716
e. Total	<u>\$ 5,744,268</u>	<u>\$ 6,261,835</u>
2. Actuarial present value of future expected benefit payments for terminated vested members and miscellaneous	\$ 197,871	\$ 197,871
3. Actuarial present value of future expected benefit payments for those currently receiving benefits (including DROPs)	<u>\$ 3,899,103</u>	<u>\$ 3,899,103</u>
4. Total actuarial present value of future expected benefit payments	\$ 9,841,242	\$ 10,358,809
5. Actuarial accrued liabilities	\$ 7,489,177	\$ 7,778,952
6. Unfunded actuarial accrued liabilities	\$ 830,053	\$ 1,119,828

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

**Actuarial Impact Statement as of October 1, 2015**

**General Employees / Senior Management Employees / Town Attorney**

	<u>Actuarial Valuation</u>	<u>Proposed Ordinance</u>
<b>D. Statement of Accumulated Plan Benefits</b>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits	\$ 3,899,103	\$ 3,899,103
b. Other participants	<u>2,098,210</u>	<u>2,166,405</u>
c. Total	\$ 5,997,313	\$ 6,065,508
2. Actuarial present value of accumulated non-vested plan benefits	<u>526,026</u>	<u>660,714</u>
3. Total actuarial present value of accumulated plan benefits	\$ 6,523,339	\$ 6,726,222
<b>E. <u>Pension Cost</u></b>		
1. Total normal cost	\$ 367,414	\$ 406,313
2. Payment required to amortize unfunded liability	65,535	87,858
3. Interest	<u>6,317</u>	<u>8,426</u>
4. Total required contributions	\$ 439,266	\$ 502,597
5. Item 4 as a percentage of payroll	14.1%	16.1%
6. Estimated employee contributions	\$ 186,891	\$ 249,317
7. Item 6 as a percentage of payroll	6.0%	8.0%
8. Net amount payable by Town	\$ 252,375	\$ 253,280
9. Item 8 as a percentage of payroll	8.1%	8.1%
<b>F. <u>Disclosure of Following Items:</u></b>		
1. Actuarial present value of future salaries - attained age	\$ 22,876,305	\$ 22,572,170
2. Actuarial present value of future employee contributions - attained age	\$ 1,370,030	\$ 1,803,225
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 1,161,694	\$ 1,161,694
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A



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

**Actuarial Impact Statement as of October 1, 2015**

**General Employees / Senior Management Employees / Town Attorney**

**G. Amortization of Unfunded Actuarial Accrued Liability**

<u>Date Established</u>		<u>Unfunded Liability</u>	<u>Amortization Payment</u>	<u>Funding Period</u>
10/01/2009	Combined Bases *	\$ 1,984	\$ 187	18 years
10/01/2010	Actuarial (Gain) / Loss	220,977	18,080	25 years
10/01/2010	Assumption Changes	(118,720)	(9,714)	25 years
10/01/2011	Actuarial (Gain) / Loss	80,380	6,484	26 years
10/01/2012	Actuarial (Gain) / Loss	155,693	12,398	27 years
10/01/2012	Assumption Changes	117,634	9,367	27 years
10/01/2013	Actuarial (Gain) / Loss	83	7	28 years
10/01/2014	Actuarial (Gain) / Loss	84,829	6,602	29 years
10/01/2015	Actuarial (Gain) / Loss	148,934	11,473	30 years
10/01/2015	Assumption Changes	138,259	10,651	30 years
10/01/2015	Proposed Amendment	<u>289,775</u>	<u>22,323</u>	30 years
	<b>TOTAL</b>	<b>\$ 1,119,828</b>	<b>\$ 87,858</b>	

\* Combined per Internal Revenue Code Regulation 1.412(b)-1

This actuarial valuation and/or cost determination was prepared and completed by me or under my direct supervision, and I acknowledge responsibility for the results. To the best of my knowledge, the results are complete and accurate, and in my opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise taken into account for in the valuation. All known events or trends which may require a material increase in plan costs or required contribution rates have been taken into account in the valuation.



\_\_\_\_\_  
Lawrence F. Wilson, A.S.A.

Enrollment Number: 14-02802

Dated: September 6, 2016

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

**Outline of Principal Provisions of the Retirement Plan**

**A. Effective Date:**

January 1, 1962. Most recent amendatory Ordinance considered: 13-1603.

**B. Eligibility Requirements:**

All regular, full-time employees are eligible upon employment. The Town Manager and Town Attorney have the right to opt out of the Plan at any time.

**C. Creditable Service:**

All service of a member measured in years and completed calendar months since latest date of hire with the Town.

**D. Average Final Compensation (AFC):**

The average of basic compensation during the highest three years (five years for General Employees) of the ten years preceding termination of employment; does not include bonuses, overtime, lump sum payments of unused leave or other nonregular payments.

**E. Normal Retirement:**

**1. Eligibility:**

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager and the Town Attorney, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 64 with 7 years of Creditable Service. For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

**2. Benefit:**

<b>Period of Service</b>	<b>Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of</b>			
	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2.0%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2.0%	2.5%
2/1/2003 - 9/30/2005	2.0%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2.0%	2.5%	N/A	3.0% <sup>1</sup>
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% <sup>1</sup>
10/1/2016 forward	N/A	N/A	2.65% <sup>2</sup>	2.8% <sup>2</sup> / 3.0% <sup>3</sup> / 3.5% <sup>1</sup>

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC for Police Officers, 68% (60% prior to October 1, 2016) of AFC for General Employees and 80% (60% prior to October 1, 2016) of AFC for Senior Management Employees.

<sup>1</sup> For Police Officers only.

<sup>2</sup> For General Employees only.

<sup>3</sup> For Senior Management Employees only.

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

**Outline of Principal Provisions of the Retirement Plan**

3. **Form of Payment:**

Straight life annuity with guaranteed refund of Accumulated Contributions (with options available).

F. **Early Retirement:**

1. **Eligibility:**

The earlier of (a) age 55 with 15 years of Creditable Service, or (b) 20 years of Creditable Service regardless of age.

2. **Benefit:**

Same as Normal Retirement Benefit using AFC and Creditable Service as of Early Retirement Date but payable at Normal Retirement Date assuming continued employment. Alternatively, benefits may commence immediately after reduction of 0.5% for each month early.

G. **Delayed Retirement:**

1. **Eligibility:**

Retirement after Normal Retirement Date.

2. **Benefit:**

Calculated in the same manner as Normal Retirement Benefit using AFC and Creditable Service as of delayed retirement date.

H. **Disability Retirement:**

1. **Service Connected:**

a) **Eligibility:**

Total and permanent disability incurred prior to normal retirement date as a direct result of performance of service to the Town and eligible for Social Security disability benefits.

b) **Benefit:**

75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability payable for life or until recovery. For General Employees, less Social Security disability benefits; there is an offset for Workers' Compensation to the extent that the disability benefit plus the Workers' Compensation benefit exceed 100% of preretirement salary.

2. **Non-Service Connected:**

a) **Eligibility:**

Total and permanent disability not incurred as a direct result of performance of service to the Town.

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

**Outline of Principal Provisions of the Retirement Plan**

b) Benefit:

Accrued pension benefit.

I. Death Benefit:

1. Pre-Retirement:

Refund of Accumulated Contributions

2. After Normal Retirement Date but before Actual Retirement:

Survivor benefit payable in accordance with optional form of benefit chosen by member.

3. After Retirement:

Refund of any remaining Accumulated Contributions or optional survivor's benefits if elected.

J. Accumulated Contributions:

The sum of all amounts contributed by members including 4% interest on contributions made after January 1, 1979. Effective January 1, 2009, member contributions are *picked-up* by the Town.

K. Termination Benefit:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.

2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. A participating Town Manager and the Town Attorney 100% vested upon completion of 7 years of Creditable Service.

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

**Outline of Principal Provisions of the Retirement Plan**

**L. Cost of Living Increase**

A 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

**M. Deferred Retirement Option Program (DROP)**

1. Eligibility: Attainment of normal retirement date.
2. The maximum period of participation in the DROP is five (5) years.
3. An employee's account in the DROP program shall be credited with interest based upon actual Fund investment return.
4. No payment may be made from DROP until the employee actually separates from service with the Town.

**N. Changes From Previous Valuation**

1. Normal Retirement was:

1. Eligibility:

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager, age 64 with 7 years of Creditable Service. For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

2. Benefit:

<b>Period of Service</b>	<b>Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of</b>			
	<b>5%</b>	<b>6%</b>	<b>7%</b>	<b>8%</b>
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2%	2.5%
2/1/2003 - 9/30/2005	2%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2%	2.5%	N/A	3% *
After 10/1/2006	2%	2.5%	N/A	3.5% *

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC (60% of AFC for General Employees).

\* For Police Officers only.

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

**Outline of Principal Provisions of the Retirement Plan**

N. Changes From Previous Valuation (cont'd)

2. Termination Benefit was:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.
2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. Participating Town Manager 100% vested upon completion of 7 years of Creditable Service.

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

**Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation**

**A. Mortality**

For healthy male participants, RP 2000 Annuitant Male Mortality Table, with 10% White Collar / 90% Blue Collar Adjustment for Police Officers - 50% White Collar / 50% Blue Collar Adjustment for General Employees and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants, RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male Police Officers, 60% RP 2000 Disabled Male Mortality Table setback four years / 40% RP 2000 Annuitant Male Mortality Table, with White Collar Adjustment and no setback, without projected mortality improvements. For disabled female Police Officers, 60% RP 2000 Disabled Female Mortality Table set forward two years / 40% RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment, without projected mortality improvements.

For disabled male General Employees, RP 2000 Disabled Male Mortality Table, setback four years, without projected mortality improvements. For disabled female General Employees, RP 2000 Disabled Female Mortality Table, set forward two years, without projected mortality improvements.

**B. Investment Return**

7.25%, compounded annually; net rate after investment related expenses.

**C. Allowances for Expenses or Contingencies**

Estimated expenses for upcoming year, not including investment related expenses.

**D. Employee Withdrawal Rates**

Withdrawal rates for males and females were used in accordance with the following illustrative examples:

<u>General Employees</u>	
<u>Age</u>	<u>Withdrawal Rate</u>
Under 25	30.0%
25 - 29	20.0%
30 - 34	15.0%
35 - 39	10.0%
40 - 44	9.0%
45 - 49	8.0%
50 - 54	7.0%
55 - 60	6.0%
60 & over	5.0%

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

**Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation**

D. Employee Withdrawal Rates (cont'd)

<u>Police Officers</u>	
<u>Service</u>	<u>Withdrawal Rate</u>
0 - 4	12.0%
5 - 6	10.0%
7	5.0%
8	2.0%
9 & over	1.0%

E. Salary Increase Factors

Current salary is assumed to increase at a rate based on the tables below.

<u>General Employees</u>	
<u>Service</u>	<u>Salary Increase</u>
0 - 4	6.5%
4 - 5	6.0%
6	5.0%
7 - 9	4.5%
10 & over	4.0%

<u>Police Officers</u>	
<u>Service</u>	<u>Salary Increase</u>
0 - 3	8.0%
3	7.0%
4 - 5	6.0%
6	5.0%
7 & over	4.0%



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

**Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation**

**F. Disability Benefits**

1. Rates: See Table Below
2. Percent Service Connected: 25% for General, 80% for Police.
3. Assume 50% of Service Connected Disabilities are due to injury and 50% are due to disease.

Age	Annual Rate of Disability	
	General Employees	Police Department
20	0.07%	0.14%
30	0.11%	0.18%
40	0.19%	0.30%
50	0.51%	1.00%
60	1.66%	0.00%

**G. Smoothed Actuarial Value of Assets**

The method used for determining the smoothed actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 20% per year. The smoothed actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of plan assets and whose upper limit is 120% of the fair market value of plan assets.

**H. Assumed Retirement Age**

Age	Annual Rate of Retirement*	
	General Employees	Police Officers
40	N/A	3%
41-45	4%	2%
46-47	3%	1%
48-50	2%	1%
51 & over	1%	1%
NRA	40%	50%
Past NRA	50%	50%

100% of members are assumed to retire upon reaching age 70 for General Employees and age 65 for Police Officers.

\* For Employees who meet the age and service eligibility requirements for normal or early retirement

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

**Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation**

I. Marriage Assumption

100% of all members are assumed to be married. Wives are assumed to be three years younger than their husbands.

J. Actuarial Funding Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Actuarial Cost Method. Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his age at hire to his assumed retirement age to fund his estimated benefits, assuming the Plan has always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the smoothed actuarial accrued liability over the actuarial value of assets of the Plan.

K. Change From Previous Valuation

None.

ORDINANCE NO. 16-1652

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

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

WHEREAS, the Board of Trustees of the Retirement Plan has recommended increasing the employee contribution to purchase a higher pension benefit; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 2-171. Definitions.**

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

\*\*\*

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

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

**Section 3.** SECTION 2-176, Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

(a) *Normal Retirement date.* Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective October 1, 1984, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

(4) For the Town Attorney:

a. The attainment of age 62 and the completion of 15 years of creditable service; or

b. The attainment of age 64 and the completion of seven years of creditable service who shall be deemed fully vested upon the completion of seven years of creditable service.

(c) *Computation of annuity.*

(1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to  $12/3$  percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to  $12/3$  percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each

member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or Senior Management employees, effective October 1, 2016:

(i) for each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

(ii) for the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and

(iii) in no event shall the total annuity as computed above for any member exceed sixty-eight percent (68%) of monthly average final compensation.

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

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

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

**Section 4.** SECTION 2-180, Contributions by Members, is hereby amended and to be

read as follows:

~~(a) For members who are not police officers, beginning on the date of establishment of the plan, each town employee who is a member of the plan shall contribute five percent of earnable compensation, based on his regular salary, accruing on and after such date and up to September 30, 1979. Each member of the plan on October 1, 1979, and each employee who becomes a member after October 1, 1979, shall have the irrevocable option of contributing either five percent or seven percent of his earnable compensation from January 1, 1980. Each member of the plan as of July 1, 1996, shall have the one-time irrevocable option of raising his contribution rate from five percent to either seven percent or eight percent of earnable compensation, or from seven percent to eight percent of earnable compensation. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. Each employee who becomes a member of the plan after July 1, 1996 shall thereupon have the one-time irrevocable option of contributing either five percent or eight percent of earnable compensation. Each member of the plan as of February 1, 2003 who is contributing at the rate of five percent of earnable compensation shall have the one-time irrevocable option of raising his contribution rate from five percent to six percent. For each member who contributes at the rate of seven or eight percent of earnable compensation on January 31, 2003, the contribution~~

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

- (i) The employee contribution for employees contributing six percent (6%) of earnable compensation shall be increased to eight percent (8%) of earnable compensation;
- (ii) The employee contribution for the employee contributing five percent (5%) of earnable compensation shall be increased to seven percent (7%) of earnable compensation;
- (iii) Employee contributions by any member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of sixty-eight percent (68%) of average final compensation.

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

- (i) The employee contribution shall be increased to eight percent (8%) of earnable compensation;
- (ii) Employee contributions by any Senior Management member shall cease upon the completion of the number of years of creditable service, sufficient to produce an annuity of eighty percent (80%) of average final compensation.

**Section 5.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 6.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

**Section 7.** It is the intention of the Commission of the Town of Surfside that the provisions of this ordinance shall become and be made a part of the Code of the Town of Surfside, and that the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

**Section 8.** This ordinance shall become effective upon final passage.




**PASSED and ADOPTED** on second reading this 13<sup>th</sup> day of October 2016.


On Final Reading Moved by: Commissioner Paul

On Final Reading Second by: Commissioner Karukin

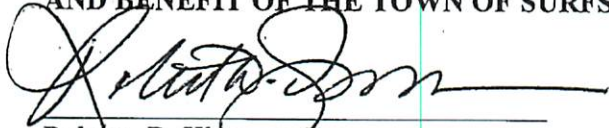
**FINAL VOTE ON ADOPTION:**

Commissioner Daniel Gielchinsky	<u>yes</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Barry Cohen	<u>yes</u>
Mayor Daniel Dietch	<u>yes</u>

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

**ATTEST:**  
  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

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

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

January 10, 2020

Ms. Mayte D. Gamiotea  
Pension Administrator  
Retirement Plan for Employees of the  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

**Re: Retirement Plan for Employees of the Town of Surfside  
Actuarial Impact Statement**

Dear Mayte:

As requested, we are pleased to enclose twelve (12) copies of our Actuarial Impact Statement as of October 1, 2018 for filing the proposed Ordinance under the Retirement Plan for Employees of the Town of Surfside (Plan) with the State of Florida (copy enclosed) prior to second reading.

**Background** – The Plan currently provides the General Employees, Communication Operators and Senior Management Employees with the following provisions:

- Normal retirement eligibility is the earlier of:
  - (1) attainment of age sixty-two (62) and completion of fifteen (15) years of service or
  - (2) attainment of age sixty-five (65) and completion of ten (10) years of service.
- Automatic annual cost of living increases of 1.5%.
- Maximum benefits are 68% of Average Final Compensation (AFC) for General Employees and Communication Operators and 80% of AFC for Senior Management Employees.

**Proposed Ordinance** – The proposed Ordinance provides for General Employees, Communication Operators and Senior Management Employees as follows:

- Normal Retirement Eligibility  
Allow for normal retirement upon the earliest of:
  - (1) attainment of age fifty (50) and completion of twenty (20) years of service,
  - (2) attainment of age fifty-two (52) and completion of fifteen (15) years of service or
  - (3) attainment of age fifty-five (55) and completion of ten (10) years of service.
- Automatic Annual Cost of Living Increases – excluding Communication Operators  
Increasing automatic annual cost of living increase from 1.5% to 2.0% for retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020.

- Maximum Benefit Cap increased to 80% of AFC for General Employees and Communication Operators.

**Cost** – The total impact of the proposed Ordinance results in an expected increase in the first year Net Town Minimum Funding Payment of \$173,483.

**Filing Requirements** – We have prepared the Actuarial Impact Statement for filing with the State of Florida. Please note that this Statement must be signed and dated on behalf of the Board of Trustees. Copies of the Ordinance upon passage at first reading along with the signed and dated Actuarial Impact Statement are generally required to be filed with the State at the following address:

Mr. Douglas E. Beckendorf, A.S.A.  
Bureau of Local Retirement Services  
Division of Retirement  
Building 8  
Post Office Box 9000  
Tallahassee, Florida 32315-9000

We understand the State requires funding any increases in costs no later than the fiscal year next following the effective date of the Ordinance.

Please forward a copy of the Ordinance upon passage at second reading to update our files.

**Actuarial assumptions and methods, financial data, Plan provisions and member census data** – The actuarial assumptions and methods, financial data and member census data employed for purposes of our Actuarial Impact Statement are the same actuarial assumptions and methods, financial data and member census data utilized for the October 1, 2018 Actuarial Valuation of the Plan with the following exceptions:

Normal Retirement rates were changed to the following:

- ❖ For General Employees and Communication Operators:
  - Ages before reaching the maximum benefit cap:
    - Ages < 65 = 5%
    - Ages 65 to 69 = 50%
    - Age 70 = 100%
  - Ages at or after reaching the maximum benefit cap:
    - All Ages = 100%

- ❖ For Senior Management:
  - Ages before reaching the maximum benefit cap:
    - Ages < 65 = 5%
    - Ages 65 to 69 = 50%
    - Age 70 = 100%
  - Ages at or after reaching the maximum benefit cap:
    - Ages < 65 = 35%
    - Ages 65 to 69 = 50%
    - Age 70 = 100%

The Plan provisions employed for purposes of our Actuarial Impact Statement are the same Plan provisions utilized in the October 1, 2018 Actuarial Valuation of the Plan with the exception of the proposed changes described above.

**Risk Assessment** – Risk assessment may include scenario tests, sensitivity, or stress tests, stochastic modeling, and a comparison of the present value of benefits at low-risk discount rates. We are prepared to perform such assessment to aid the Town in the decision making process. Please refer to the October 1, 2018 Actuarial Valuation Report dated July 22, 2019 for additional discussion regarding the risks associated with measuring the accrued liability and the minimum funding payment.

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This Actuarial Impact Statement is intended to describe the estimated future financial effects of the proposed benefit changes on the Plan and is not intended as a recommendation in favor of the benefit changes nor in opposition to the benefit changes.

If all actuarial assumptions are met and if all current and future minimum required contributions are paid, Plan assets will be sufficient to pay all Plan benefits, future contributions are expected to remain relatively stable as a percent of payroll and the funded status is expected to improve. Plan minimum required contributions are determined in compliance with the requirements of the Florida Protection of Public Employee Retirement Benefits Act with normal cost determined as a level percent of covered payroll and a level dollar amortization payment using an initial amortization period of 30 years.

The Unfunded Actuarial Accrued Liability (UAAL) may not be appropriate for assessing the sufficiency of Plan assets to meet the estimated cost of settling benefit obligations but may be appropriate for assessing the need for or the amount of future contributions. The UAAL would be different if it reflected the market value of assets rather than the smoothed value of assets.

These calculations are based upon assumptions regarding future events. However, the Plan's long term costs will be determined by actual future events, which may differ materially from the

assumptions made. These calculations are also based upon present and proposed Plan provisions that are outlined or referenced in this Actuarial Impact Statement.

If you have reason to believe the assumptions used are unreasonable, the Plan provisions are incorrectly described or referenced, important Plan provisions relevant to this Actuarial Impact Statement are not described or that conditions have changed since the calculations were made, you should contact the undersigned prior to relying on information in this Actuarial Impact Statement.

If you have reason to believe that the information provided in this Actuarial Impact Statement is inaccurate, or is in any way incomplete, or if you need further information in order to make an informed decision on the subject matter of this report, please contact the undersigned prior to making such decision.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period) and changes in Plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of such future measurements.

This Actuarial Impact Statement should not be relied on for any purpose other than the purpose described in the primary communication. Determinations of the financial results associated with the benefits described in this report in a manner other than the intended purpose may produce significantly different results.

This Actuarial Impact Statement has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

This Actuarial Impact Statement may be provided to parties other than the Board only in its entirety and only with the permission of an approved representative of the Board.

The signing actuaries are independent of the Plan sponsor.

The undersigned are Members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

Ms. Mayte D. Gamiotea  
January 10, 2020  
Page Five

If you should have any question concerning the above or if we may be of further assistance with this matter, please do not hesitate to contact us.

Sincerest regards,

*Michelle Jones*

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Shelly L. Jones, A.S.A., E.A., M.A.A.A, F.C.A.  
Consultant and Actuary

*Nicolas Lahaye*

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Nicolas Lahaye, F.S.A., E.A., M.A.A.A, F.C.A.  
Consultant and Actuary

Enclosures

**ORDINANCE NO. \_\_\_\_\_**

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

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

**WHEREAS**, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

**WHEREAS**, general employees currently contribute 8% of pensionable earnings;

**WHEREAS**, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

**WHEREAS**, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

**WHEREAS**, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

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

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

Surfside:

**Section 1.** SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
  - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
  - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
  - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
  - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

**Section 2.** SECTION 2-176(c), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered



after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:

- (i) For each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final

compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;

- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (~~68%~~ 80%) of monthly average final compensation, effective January 1, 2020.

**Section 3.** SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

**Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.**

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
  - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

**Section 4.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 5.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

**Section 6.** 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 7.** This ordinance shall become effective upon final passage.

**PASSED AND ADOPTED ON FIRST READING, this \_\_\_\_ day of \_\_\_\_\_, 2019.**

**PASSED AND ADOPTED ON SECOND READING, this \_\_\_\_ day of \_\_\_\_\_, 2020.**

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

ATTEST:

\_\_\_\_\_  
Sandra Novoa  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

\_\_\_\_\_  
Lillian Arango, Town Attorney

Moved by: \_\_\_\_\_

Second by: \_\_\_\_\_

**Vote:**

Mayor Dietch                              yes\_\_\_              no\_\_\_

Vice Mayor Daniel Gielchinsky      yes\_\_\_              no\_\_\_

Commissioner Barry Cohen	yes___	no___
Commissioner Michael Karukin	yes___	no___
Commissioner Tina Paul	yes___	no___

Actuarial Impact Statement as of October 1, 2018

A. Description of Proposed Amendment

Normal Retirement Eligibility

For General Employees, Communication Operators and Senior Management Employees, the earliest of

- (1) Age 50 with 20 years of Creditable Service;
- (2) Age 52 with 15 years of Creditable Service; or
- (3) Age 55 with 10 years of Creditable Service.

Normal Retirement Benefit

Maximum benefit is 80% of AFC for General Employees and Communication Operators.

Cost of Living Increase

For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020, a 2.0% automatic annual cost of living increase is provided.

- B. An estimate of the cost implementing this amendment is attached.
- C. In my opinion, the proposed changes are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution.

\_\_\_\_\_  
Chairman, Pension Board

\_\_\_\_\_  
Date

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

	<u>Valuation</u> <u>10/01/2018</u>	<u>Actuarial Impact</u> <u>Statement</u> <u>10/01/2018</u>
<b>A. <u>Participant Data</u></b>		
1. Active participants	64	64
2. Retired, disabled and beneficiaries receiving benefits (including DROPs)	24	24
3. Terminated vested participants	4	4
4. Annual payroll of active participants	\$ 3,422,731	\$ 3,422,731
5. Expected payroll of active employees for the following year	\$ 3,422,731	\$ 3,422,731
6. Annual benefits payable to those currently receiving benefits	\$ 379,868	\$ 379,868
<b>B. <u>Assets</u></b>		
1. Smoothed actuarial value	\$ 8,784,384	\$ 8,784,384
2. Market value	\$ 8,890,663	\$ 8,890,663
<b>C. <u>Liabilities</u></b>		
1. Actuarial present value of future expected benefit payments for active members		
a. Retirement benefits	\$ 6,216,110	\$ 8,573,271
b. Vesting benefits	1,156,020	802,101
c. Disability benefits	725,504	662,859
d. Return of member contributions	134,010	131,584
e. Total	<u>\$ 8,231,644</u>	<u>\$ 10,169,815</u>
2. Actuarial present value of future expected benefit payments for terminated vested members and miscellaneous	\$ 285,863	\$ 285,863
3. Actuarial present value of future expected benefit payments for members currently receiving benefits (including DROPs)	<u>\$ 4,291,037</u>	<u>\$ 4,291,037</u>
4. Total actuarial present value of future expected benefit payments	\$ 12,808,544	\$ 14,746,715
5. Actuarial accrued liabilities	\$ 10,055,380	\$ 11,487,613
6. Unfunded actuarial accrued liabilities	\$ 1,270,996	\$ 2,703,229

Actuarial Impact Statement as of October 1, 2018

General Employees / Senior Management Employees

	<u>Valuation</u> <u>10/01/2018</u>	<u>Actuarial Impact</u> <u>Statement</u> <u>10/01/2018</u>
<b>D. <u>Statement of Accumulated Plan Benefits</u></b>		
1. Actuarial present value of accumulated vested benefits		
a. Participants currently receiving benefits	\$ 4,291,037	\$ 4,291,037
b. Terminated vested members and miscellaneous	285,863	285,863
c. Other participants	3,450,249	3,982,061
d. Total	<u>\$ 8,027,149</u>	<u>\$ 8,558,961</u>
2. Actuarial present value of accumulated non-vested plan benefits	<u>575,577</u>	<u>598,161</u>
3. Total actuarial present value of accumulated plan benefits	\$ 8,602,726	\$ 9,157,122
<b>E. <u>Pension Cost</u></b>		
1. Total normal cost	\$ 435,758	\$ 498,908
2. Payment required to amortize unfunded liability	102,938	213,270
3. Interest	9,240	9,241
4. Total required contributions	<u>\$ 547,936</u>	<u>\$ 721,419</u>
5. Item 4 as a percentage of payroll	16.0%	21.1%
6. Estimated employee contributions	\$ 273,396	\$ 273,396
7. Item 6 as a percentage of payroll	8.0%	8.0%
8. Net amount payable by Town	\$ 274,540	\$ 448,023
9. Item 8 as a percentage of payroll	8.0%	13.1%
<b>F. <u>Disclosure of Following Items:</u></b>		
1. Actuarial present value of future salaries - attained age	\$ 25,248,413	\$ 24,725,182
2. Actuarial present value of future employee contributions - attained age	\$ 2,017,976	\$ 1,975,632
3. Actuarial present value of future contributions from other sources	N/A	N/A
4. Amount of active members' accumulated contributions	\$ 1,771,075	\$ 1,771,075
5. Actuarial present value of future salaries and future benefits at entry age	N/A	N/A
6. Actuarial present value of future employee contributions at entry age	N/A	N/A

**Actuarial Impact Statement as of October 1, 2018**

**General Employees / Senior Management Employees**

<u>Date</u>	<u>Unfunded Actuarial Accrued Liabilities</u>	<u>Current Unfunded Liabilities</u>	<u>Amortization Payment</u>	<u>Remaining Funding Period</u>
10/01/2009	Combined Bases *	\$ 1,727	\$ 180	15 years
10/01/2010	Actuarial (Gain) / Loss	202,973	17,466	22 years
10/01/2010	Assumption Changes	(109,046)	(9,383)	22 years
10/01/2011	Actuarial (Gain) / Loss	74,190	6,268	23 years
10/01/2012	Actuarial (Gain) / Loss	144,335	11,992	24 years
10/01/2012	Assumption Changes	109,052	9,061	24 years
10/01/2013	Actuarial (Gain) / Loss	77	6	25 years
10/01/2014	Actuarial (Gain) / Loss	79,239	6,392	26 years
10/01/2015	Actuarial (Gain) / Loss	139,573	11,114	27 years
10/01/2015	Assumption Changes	129,570	10,318	27 years
10/01/2015	Plan Amendment	271,565	21,625	27 years
10/01/2016	Actuarial (Gain) / Loss	282,350	22,217	28 years
10/01/2016	Assumption Changes	34,263	2,696	28 years
10/01/2017	Actuarial (Gain) / Loss	(212,997)	(16,576)	29 years
10/01/2018	Actuarial (Gain) / Loss	124,125	9,562	30 years
10/01/2018	Plan Amendment	1,432,233	110,332	30 years
	<b>Total</b>	<b>\$ 2,703,229</b>	<b>\$ 213,270</b>	

\* Combined per Internal Revenue Code Regulation 1.412(b)-1

This Actuarial Valuation and/or cost determination was prepared and completed by us or under our direct supervision, and we acknowledge responsibility for the results. To the best of our knowledge, the results are complete and accurate, and in our opinion, the techniques and assumptions used are reasonable and meet the requirements and intent of Part VII, Chapter 112, Florida Statutes. There is no benefit or expense to be provided by the Plan and/or paid from the Plan's assets for which liabilities or current costs have not been established or otherwise provided for in the valuation. All known events or trends which may require material increase in Plan costs or required contribution rates have been taken into account in the valuation.

*Jennifer Borregard*

\_\_\_\_\_  
Jennifer M. Borregard, E.A.  
Enrollment Number: 17-07624  
Date: January 10, 2020

*Michelle Jones*

\_\_\_\_\_  
Shelly L. Jones, A.S.A.  
Enrollment Number: 17-08684



Outline of Principal Provisions of the Retirement Plan

A. Effective Date:

January 1, 1962. Most recent amendatory Ordinance considered: 16-2392.

B. Eligibility Requirements:

All regular, full-time employees are eligible upon employment. The Town Manager and Town Attorney have the right to opt out of the Plan.

C. Creditable Service:

All service of a member measured in years and completed calendar months since latest date of hire with the Town.

D. Average Final Compensation (AFC):

The average of basic compensation during the highest three years (five years for General Employees) of the ten years preceding termination of employment; does not include bonuses, overtime, lump sum payments of unused leave or other nonregular payments.

E. Normal Retirement:

1. Eligibility:

For sworn Police Officers, the earliest of (1) age 52 with 20 years of Creditable Service, (2) age 62 with 5 years of Creditable Service, (3) completion of 25 years of Creditable Service or (4) the completion of 15 years and 4 months of service if hired on a full time basis in March 2003. For a participating Town Manager and the Town Attorney, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 64 with 7 years of Creditable Service. For all other employees, the earliest of (1) age 50 with 20 years of Creditable Service, (2) age 52 with 15 years of Creditable Service or (3) age 55 with 10 years of Creditable Service.

2. Benefit:

Period of Service	Benefit Accrual Rate per Year of Service Based on Employee Contribution Rate of			
	5%	6%	7%	8%
Before 10/1/1979	1 2/3%	N/A	N/A	N/A
10/1/1979 - 6/30/1996	1 2/3%	N/A	2.0%	N/A
7/1/1996 - 1/31/2003	1 2/3%	N/A	2.0%	2.5%
2/1/2003 - 9/30/2005	2.0%	2.5%	N/A	N/A
10/1/2005 - 9/30/2006	2.0%	2.5%	N/A	3.0% <sup>1</sup>
10/1/2006 - 9/30/2016	2.0%	2.5%	N/A	3.5% <sup>1</sup>
10/1/2016 forward	N/A	N/A	2.65% <sup>2</sup>	2.8% <sup>2</sup> / 3.0% <sup>3</sup> / 3.5% <sup>1</sup>

Maximum benefit is 90% (75% prior to October 1, 2006) of AFC for Police Officers, 80% (68% prior to January 1, 2020, 60% prior to October 1, 2016) of AFC for General Employees and 80% (60% prior to October 1, 2016) of AFC for Senior Management Employees.

<sup>1</sup> For Police Officers only.

<sup>2</sup> For General Employees only.

<sup>3</sup> For Senior Management Employees only.

## Outline of Principal Provisions of the Retirement Plan

### 3. Form of Payment:

Straight life annuity with guaranteed refund of Accumulated Contributions (with options available).

### F. Early Retirement:

#### 1. Eligibility:

20 years of Creditable Service regardless of age.

#### 2. Benefit:

Same as Normal Retirement Benefit using AFC and Creditable Service as of Early Retirement Date but payable at Normal Retirement Date assuming continued employment. Alternatively, benefits may commence immediately after reduction of 0.5% for each month early.

### G. Delayed Retirement:

#### 1. Eligibility:

Retirement after Normal Retirement Date.

#### 2. Benefit:

Calculated in the same manner as Normal Retirement Benefit using AFC and Creditable Service as of delayed retirement date.

### H. Disability Retirement:

#### 1. Service Connected:

##### a) Eligibility:

Total and permanent disability incurred prior to normal retirement date as a direct result of performance of service to the Town and eligible for Social Security disability benefits.

##### b) Benefit:

75% (if injury) or 45% (if disease) of the rate of pay in effect on date of disability payable for life or until recovery. For General Employees, less Social Security disability benefits; there is an offset for Workers' Compensation to the extent that the disability benefit plus the Workers' Compensation benefit exceed 100% of preretirement salary.

#### 2. Non-Service Connected:

##### a) Eligibility:

Total and permanent disability not incurred as a direct result of performance of service to the Town.

Outline of Principal Provisions of the Retirement Plan

b) Benefit:

Accrued pension benefit.

I. Death Benefit:

1. Pre-Retirement:

Refund of Accumulated Contributions

2. After Normal Retirement Date but before Actual Retirement:

Survivor benefit payable in accordance with optional form of benefit chosen by member.

3. After Retirement:

Refund of any remaining Accumulated Contributions or optional survivor's benefits if elected.

J. Accumulated Contributions:

The sum of all amounts contributed by members including 4% interest on contributions made after January 1, 1979. Effective January 1, 2009, member contributions are *picked-up* by the Town.

K. Termination Benefit:

Upon termination prior to normal or early retirement date a member shall be entitled to choose (1) or (2) below, where:

1. A refund of Accumulated Contributions.
2. The benefit as for normal retirement using AFC and Creditable Service as of date of termination multiplied by the applicable percentage on the table below, commencing upon the earliest date a member would have attained normal retirement had he remained in service (age 65 for General Employees).

<u>Years of Creditable Service</u>	<u>Percentage</u>	
	<u>General Employees</u>	<u>Police Officers</u>
Less than 5	0%	0%
5	50%	100%
6	60%	100%
7	70%	100%
8	80%	100%
9	90%	100%
10 or more	100%	100%

3. A participating Town Manager and the Town Attorney 100% vested upon completion of 7 years of Creditable Service.

## Outline of Principal Provisions of the Retirement Plan

### L. Cost of Living Increase

For Police Officers and Communication Employees, a 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire before January 1, 2020, a 1.5% automatic annual cost of living increase is provided. For General and Senior Management retirees, disableds, beneficiaries and vested terminated members who retire on or after January 1, 2020, a 2.0% automatic annual cost of living increase is provided.

### M. Deferred Retirement Option Program (DROP)

1. Eligibility: Attainment of normal retirement date.
2. The maximum period of participation in the DROP is five (5) years.
3. An employee's account in the DROP program shall be credited with interest based upon actual Fund investment return.
4. No payment may be made from DROP until the employee actually separates from service with the Town.

### N. Changes Since Previous Actuarial Valuation

#### Normal Retirement was:

##### Eligibility:

For all other employees, the earlier of (1) age 62 with 15 years of Creditable Service or (2) age 65 with 10 years of Creditable Service.

##### Benefit:

Maximum benefit was 68% of AFC for General Employees (60% prior to October 1, 2016).

#### Early Retirement was:

##### Eligibility:

The earlier of (a) age 55 with 15 years of Creditable Service, or (b) 20 years of Creditable Service

#### Cost of Living Increases were:

A 1.5% automatic annual cost of living increase is provided for all current and future retirees, disableds, beneficiaries and vested terminated members.

Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

A. Mortality

General Mortality Assumptions:

For healthy male participants during employment, RP 2000 Combined Male Healthy Participant Mortality Table, with 50% White Collar / 50% Blue Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants during employment, RP 2000 Combined Female Healthy Participant Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For healthy male participants post employment, RP 2000 Annuitant Male Mortality Table, with 50% White Collar / 50% Blue Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB. For healthy female participants post employment, RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male participants, RP 2000 Disabled Male Mortality Table, setback four years, without projected mortality improvements. For disabled female participants, RP 2000 Disabled Female Mortality Table, set forward two years, without projected mortality improvements.

Sample Ages (2018)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	30.53	33.57	30.10
60	25.60	28.54	25.44	28.44
62	23.70	26.58	23.60	26.52

Sample Ages (2038)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	32.67	35.41	32.26
60	27.78	30.38	27.63	30.30
62	25.87	28.40	25.78	28.35

Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

A. Mortality (cont'd)

Police Mortality Assumptions:

For healthy participants during employment, RP 2000 Combined Healthy Participant Mortality Tables, separate rates for males and females, with 90% Blue Collar Adjustment / 10% White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For healthy participants post employment, RP 2000 Annuitant Mortality Tables, separate rates for males and females, with 90% Blue Collar Adjustment / 10% White Collar Adjustment and fully generational mortality improvements projected to each future decrement date with Scale BB.

For disabled male participants, 60% RP 2000 Disabled Male Mortality Table setback four years / 40% RP 2000 Annuitant Male Mortality Table, with White Collar Adjustment and no setback, without projected mortality improvements. For disabled female participants, 60% RP 2000 Disabled Female Mortality Table set forward two years / 40% RP 2000 Annuitant Female Mortality Table, with White Collar Adjustment, without projected mortality improvements.

Sample Ages (2018)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	29.84	32.60	29.33
60	24.96	27.56	24.76	27.41
62	23.09	25.59	22.97	25.49

Sample Ages (2038)	Pre-retirement Future Life Expectancy (Years)		Post-retirement Future Life Expectancy (Years)	
	Male	Female	Male	Female
	55	32.06	34.54	31.57
60	27.21	29.49	27.03	29.36
62	25.34	27.51	25.23	27.42

Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

B. Investment Return

7.25%, compounded annually - net of investment expenses includes inflation at 2.50%.

C. Allowances for Expenses or Contingencies

Estimated expenses for upcoming year, not including investment related expenses.

D. Employee Withdrawal Rates

Withdrawal rates for males and females were used in accordance with the following illustrative examples:

<u>General Employees</u>	
<u>Age</u>	<u>Withdrawal Rate</u>
Under 25	30.0%
25 - 29	20.0%
30 - 34	15.0%
35 - 39	10.0%
40 - 44	9.0%
45 - 49	8.0%
50 - 54	7.0%
55 - 60	6.0%
60 & over	5.0%

<u>Police Officers</u>	
<u>Service</u>	<u>Withdrawal Rate</u>
0 - 4	12.0%
5 - 6	10.0%
7	5.0%
8	2.0%
9 & over	1.0%

Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

E. Salary Increase Factors

Current salary is assumed to increase at a rate based on the tables below - includes assumed wage inflation of 3.0%.

General Employees	
<u>Service</u>	<u>Salary Increase</u>
0 - 3	6.5%
4 - 5	6.0%
6	5.0%
7 - 9	4.5%
10 & over	4.0%

Police Officers	
<u>Service</u>	<u>Salary Increase</u>
0 - 2	8.0%
3	7.0%
4 - 5	6.0%
6	5.0%
7 & over	4.0%

F. Disability Benefits

1. Rates: See Table Below
2. Percent Service Connected: 25% for General, 80% for Police.
3. Assume 50% of Service Connected Disabilities are due to injury and 50% are due to disease.

Age	Annual Rate of Disability	
	General Employees	Police Department
20	0.07%	0.14%
30	0.11%	0.18%
40	0.19%	0.30%
50	0.51%	1.00%
60	1.66%	0.00%



Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

G. Smoothed Actuarial Value of Assets

The method used for determining the smoothed actuarial value of assets phases in the deviation between the expected and actual return on assets at the rate of 20% per year. The smoothed actuarial value of assets will be further adjusted to the extent necessary to fall within the corridor whose lower limit is 80% of the fair market value of Plan assets and whose upper limit is 120% of the fair market value of Plan assets.

H. Assumed Retirement Age

		Annual Rate of Retirement*		
Age	General Employees	Senior Management	Age	Police Officers
Rates when the maximum benefit cap is not applicable				
40	N/A	N/A	40	3%
41-45	4%	4%	41-45	2%
46-47	3%	3%	46-47	1%
48-49	2%	2%	48-50	1%
50-64	5%	5%	51 & over	1%
65-69	50%	50%	NRA	50%
70	100%	100%	Past NRA	50%
Rates when the maximum benefit cap is applicable				
50-64	100%	35%		
65-69	100%	50%		
70	100%	100%		

100% of members are assumed to retire upon reaching age 65 for Police Officers.

\* For Employees who meet the age and service eligibility requirements for normal or early retirement

I. Marriage Assumption

100% of all members are assumed to be married. Wives are assumed to be three years younger than their husbands.

J. Actuarial Funding Method

Normal Retirement, Termination, Disability, and Death Benefits: Entry-Age-Actuarial Cost Method.

Under this method the normal cost for each active employee is the amount which is calculated to be a level percentage of pay that would be required annually from his age at hire to his assumed retirement age to fund his estimated benefits, assuming the Plan has always been in effect. The normal cost for the Plan is the sum of such amounts for all employees. The actuarial accrued liability as of any valuation date for each active employee or inactive employee who is eligible to receive benefits under the Plan is the excess of the actuarial present value of estimated future benefits over the actuarial present value of current and future normal costs. The unfunded actuarial accrued liability as of any valuation date is the excess of the actuarial accrued liability over the smoothed actuarial value of assets of the Plan.

Actuarial Assumptions and Actuarial Cost Methods  
Used in the Valuation

K. Change Since Previous Actuarial Valuation

Assumed Retirement Age was:

Age	Annual Rate of Retirement*	
	General Employees	Police Officers
40	N/A	3%
41-45	4%	2%
46-47	3%	1%
48-50	2%	1%
51 & over	1%	1%
NRA	40%	50%
Past NRA	50%	50%

100% of members are assumed to retire upon reaching age 70 for General Employees and age 65 for Police Officers.

\* For Employees who meet the age and service eligibility requirements for normal or early retirement

Retirement Benefit Comparison for General Employees  
October 2019

RETIREMENT BENEFIT	SURFSIDE	BAL HARBOUR	BAY HARBOR	MIAMI BEACH	Pension Board Proposal
<p>Normal Retirement Date (general employees)</p>	<p>* 62 birthday and 15 years of credited service; or * 65 birthday and 10 years of credited service</p>	<p>* Age 57 regardless of service; * 55 birthday and 25 years of credited service; or * 30 years of continuous service, regardless of age</p>	<p>* 52 birthday and 20 years of credited service; or * 55 birthday and 10 years of credited service; or * 65 birthday without regard to length of credited service</p>	<p>* Age 50 and 5 years of credited service (Tier A- All other members); or * Age 55 and 5 years of credited service (Tier B - AFSCME hired on or after April 30, 1993; members classified as GSA or other hired on or after August 1, 1993, members of CWA hired on or after February 21, 1994; and unclassified members hired on or after October 18, 1992) * Age 55 and 30 years of service or age 62 with 5 years of service (Tier C - All members hired on or after September 30, 2010 (October 27, 2010 for members of CWA). Benefits for employees hired on or after July 14, 2010 and prior to September 31, 2013-The normal retirement date shall be as provided in sec. 66, except that a member must complete at least five years of creditable service, and must attain age 48 to be eligible for "Rule of 70" retirement.</p>	<p>Attainment of age 50 and completion of 20 years of service; the attainment of age 52 and completion of 15 years of service; or the attainment of age 55 and the completion of 10 years of service</p>

Retirement Benefit Comparison for General Employees  
October 2019

<b>Benefit CAP</b>	% general; 80 % Senior Management	100%	100%	90 % cap for Tier A members; 80% cap for Tier B and C members	Increase maximum benefit cap to 80%
<b>RETIREMENT BENEFIT</b>	<b>SURFSIDE</b>	<b>BAL HARBOUR</b>	<b>BAY HARBOR</b>	<b>MIAMI BEACH</b>	<b>Pension Board Proposal</b>
<b>Current Multiplier</b>	2.8 % general employees, and 3% senior management	3%	2.75%	3%	
<b>Vesting Schedule</b>	5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80%; 9 years of service = 90% and 10 years of service = 100 %	Less than 1 year of service = 0 %; 1 year of service = 10%; 2 years of service = 20%; 3 years of service = 30%; 4 years of service = 40%; 5 years of service = 50%; 6 years of service = 60%; 7 years of service = 70%; 8 years of service = 80%; 9 years of service = 90% and 10 years of service = 100 %	For members who terminate service on or after February 12, 2018 : * Less than 5 completed years of service = none * 5 completed years of service = 100%		
<b>COLA</b>	1.50%	2.50%		2.5 % Tier A and Tier B; 1.5% Tier C	2%

Retirement Benefit Comparison for General Employees  
October 2019

<b>Member Contribution</b>	8%	8%	<p>At a minimum 2% ; General employee members desiring to increase their benefit accrual rate for membership may at their individual discretion, elect to make additional, voluntary contributions to the fund such that the total amount will be any full percentage rate from three percent to ten percent.</p>	12 % Tier A; 10% Tier B and C
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**ORDINANCE NO. 2020-1707**

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

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

**WHEREAS**, the Board of Trustees of the Retirement Plan, after a review of benefits in surrounding cities, has recommended enhancing pension benefits to align retirement ages with the Retirement Plan’s maximum benefit limitation (hereinafter the “benefit cap”);

**WHEREAS**, general employees currently contribute 8% of pensionable earnings;

**WHEREAS**, the maximum benefit cap for general employees is currently 68% for general employees and 80% for management employees;

**WHEREAS**, approximately 63% of general employees reach the maximum benefit cap of 68% before they are eligible to retire;

**WHEREAS**, notwithstanding the pension cost, there are anticipated to be savings from a recruitment standpoint, by reducing turnover and making the Retirement Plan more competitive with surrounding cities;

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

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

**Section 1.** SECTION 2-176(a), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (a) Normal retirement date. Each member who retires or otherwise terminates employment with the town on or after his normal retirement date, as determined below, shall be entitled to receive a service retirement annuity in the amount provided in subsection (c) of this section. Effective ~~October 1, 1984~~ January 1, 2020, the normal retirement date for each member shall be the first day of the month coincident with or next following the earlier of:

\*\*\*

- (2) For members who are not sworn law enforcement officers, the earliest of:
- a. ~~The attainment of age 62 and the completion of 15 years of creditable service; or~~
  - b. ~~The attainment of age 65 and the completion of ten years of creditable service.~~
  - a. The attainment of age fifty (50) and completion of twenty (20) years of service;
  - b. The attainment of age fifty-two (52) and completion of fifteen (15) years of service; or
  - c. The attainment of age fifty-five (55) and completion of ten (10) years of service.

**Section 2.** SECTION 2-176(c), Service Retirement Allowance, is hereby amended and to be read as follows:

**Sec. 2-176. Service Retirement Allowance.**

- (c) Computation of annuity:
- (1) For members who are not police officers, the amount of monthly retirement annuity with respect to all creditable service rendered by each member prior to October 1, 1979, shall be equal to 1 2/3 percent of the monthly average final compensation multiplied by the number of years of creditable service rendered

prior to October 1, 1979. For each employee who contributes at the rate of five percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to  $1\frac{2}{3}$  percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each employee who contributes at the rate of seven percent of earnable compensation on and after January 1, 1980, the amount of monthly retirement annuity with respect to creditable service rendered after September 30, 1979, shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979. For each member who contributes at the rate of eight percent of earnable compensation after June 30, 1996, the amount of monthly retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two and one-half percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution from five percent to seven percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after June 30, 1996, shall be equal to two percent of monthly average final compensation multiplied by the number of years of creditable service rendered after June 30, 1996. For each member who elects as of July 1, 1996 to increase his contribution rate to seven percent or eight percent of earnable compensation, the amount of retirement annuity with respect to creditable service rendered after September 30, 1979 but before July 1, 1996 shall be equal to one and two-thirds percent, if prior to July 1, 1996 he had been contributing at the rate of five percent, or two percent, if prior to July 1, 1996 he had been contributing at the rate of seven percent, of monthly average final compensation multiplied by the number of years of creditable service rendered after September 30, 1979 but prior to July 1, 1996. The foregoing election periods shall expire on July 31, 1996 and may not be extended for any reason. For each member who contributes at the rate of five percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. For each member who contributes at the rate of six percent of earnable compensation on and after February 1, 2003, the amount of monthly retirement annuity with respect to creditable service rendered on and after February 1, 2003 shall be equal to two and one-half percent of the monthly average final compensation multiplied by the number of years of creditable service rendered on and after February 1, 2003. In no event shall the total annuity as computed above for any member exceed 60 percent of the monthly average final compensation.

For members who are not police officers or senior management employees, effective October 1, 2016:



- (i) For each member who contributes at the rate of eight percent (8%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and eight-tenths percent (2.8%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016;
- (ii) For the member who contributes at the rate of seven percent (7%) of earnable compensation, the amount of monthly retirement annuity with respect to creditable service rendered on and after October 1, 2016 shall be equal to two and sixty-five one hundredths percent (2.65%) of monthly average final compensation multiplied by the number of years of creditable service rendered on and after October 1, 2016; and
- (iii) In no event shall the total annuity as computed above for any member exceed ~~sixty-eight~~ eighty percent (68% 80%) of monthly average final compensation, effective January 1, 2020.

**Section 3.** SECTION 2-192, Cost-of-living adjustment for retired members and their beneficiaries, is hereby amended and to be read as follows:

**Sec. 2-192. - Cost-of-living adjustment for retired members and their beneficiaries.**

- (a) The purpose of this section is to provide a cost-of-living adjustment to the benefits payable to retired members on or after January 1, 2004 and their beneficiaries.
- (b) Commencing on the first day of January, 2004 and on the first day of each January thereafter, the benefit of each retired member or beneficiary shall be adjusted as follows:
  - (1) The amount of the monthly benefit payable for the 12-month period commencing on the first adjustment date shall be the amount of the monthly benefit plus one and one-half percent. The amount of the monthly benefit payable for subsequent twelve-month periods shall be the amount of the monthly benefit being received on January 1 immediately preceding the adjustment date plus an amount equal to one and one-half percent of said benefit. Effective January 1, 2020, the cost of living benefit shall be two percent (2%) for all members who retire on or after January 1, 2020.

**Section 4.** All sections or parts of sections of the Town Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same, are hereby repealed to the extent of such conflict.

**Section 5.** Should this ordinance or any part thereof be declared invalid by a Court of competent jurisdiction, the invalidity of any part of this ordinance shall not otherwise affect the validity of the remaining provisions of this ordinance, which shall be deemed to have been enacted without the invalid provision.

**Section 6.** 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.

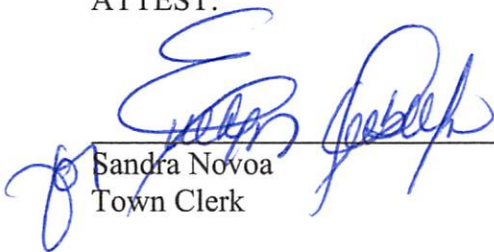
**Section 7.** This ordinance shall become effective upon final passage.

**PASSED AND ADOPTED ON FIRST READING,** this 10<sup>th</sup> day of December, 2019 with a 5-0 vote.

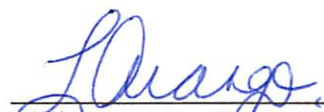
**PASSED AND ADOPTED ON SECOND READING,** this 14<sup>th</sup> day of January, 2020 with a 5-0 vote.

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

ATTEST:

  
\_\_\_\_\_  
Sandra Novoa  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
Lillian Arango, Town Attorney

Moved by: Commissioner Karukin

Second by: Commissioner Paul

**Vote:**

Mayor Dietch	yes <u>X</u>	no ___
Vice Mayor Daniel Gielchinsky	yes <u>X</u>	no ___
Commissioner Barry Cohen	yes <u>X</u>	no ___
Commissioner Michael Karukin	yes <u>X</u>	no ___
Commissioner Tina Paul	yes <u>X</u>	no ___



## MEMORANDUM

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 20, 2020  
**Subject:** Retirement Plan Funding Ratio

---

Pursuant to Town Commission's direction at the April 16, 2020 Town Commission meeting regarding the Retirement Plan Funding Ratio, the following information reviews the Funding Ratio comparison:

In 2012, the mortality assumption was updated, this led to a decrease in the Funded Ratio of approximately 0.7%.

In 2013, the Funded Ratio, as reported under GASB, was changed to be the Market Value of Assets divided by the trailing Liability (the liability a year before the actual reporting date) – however, the Funded Ratio below is a Funded Ratio Calculation that our actuarial firm, Gabriel Roeder Smith (GRS) prepared so that a comparison could be made. Using the actuarial report assures an independent statement. (Please note that the Actuarial Value of Assets is a five-year smoothed asset value).

You will notice that from 2008 to 2012 the Funded Ratio decreased 17.3%. From 2012 to 2018 a relatively steady Funded Ratio was maintained.

The main reason for the decrease in Funded Ratio from 2008 to 2012 was the Great Recession. Additionally, the smoothing used in the Asset Value in the Funded Ratio, the impact of the Great Recession on the asset value was not fully reflected out until 5 years after the crisis.

Other factors include:

In 2015, the mortality table was updated, pursuant to Florida Statute, and the investment return assumption was lowered from 7.50% to 7.25% (along with other demographic assumption changes after an experience study was performed). This decreased the Funded Ratio by 1.9%.



Writer's email: [adam@robertdklausner.com](mailto:adam@robertdklausner.com)

Via email: [abraham.issa@ubs.com](mailto:abraham.issa@ubs.com)

Abraham Issa, Chairman  
Surfside Employees Retirement Plan  
c/o Plan Administrator

Mr. Chairman,

This is in response to your request for a legal opinion as to whether the payment of pension benefits is a ministerial duty required as a matter of law. That question is answered in the affirmative. The Board's fiduciary duty to pay benefits when a member has achieved retirement eligibility arises under both state statute and common law.

For nearly a century, courts have held that pension rights in a governmental retirement system are not a mere gratuity. *See Stringer v. Lee*, 2 So. 2d 127 (Fla. 1941). In other words, the rights of governmental employees to timely payment of their pensions is a constitutionally protected contractual right. Once vested in the retirement system by achieving eligibility for retirement as defined in the Plan, benefits cannot be diminished or impaired.

For the reasons described below, were the Board to refuse to comply with the payment obligations set forth in the Plan, retirees would have the right to bring suit for "mandamus" which is a mandatory injunction to compel the Board to abide by its "ministerial" duties.

Article I, Section 10, of the Florida Constitution - and Article I, Section 10 of the United States Constitution - prohibit laws impairing the obligation of contract. In 1933, the Florida Supreme Court concluded the such constitutional protections extend to pension contracts created

7080 NORTHWEST 4<sup>TH</sup> STREET, PLANTATION, FLORIDA 33317  
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by state and municipal pension statutes and ordinances alike. *See Anders v. Nicholson*, 150 So. 639 (Fla. 1933).

In *State ex rel. Stringer v. Lee*, 2 So. 2d 127 (Fla. 1941) the Florida Supreme Court recognized that “retirement pay is a part of the compensation for services rendered during active employment.” According to the *Stringer* court, once fully vested, a governmental pension establishes a contractual relation which may not be affected or adversely altered by subsequent enactments. In 1956, the Court reasoned that public pensions “raise the standard of government personnel and make government service a career rather than a passing interlude.” *See Greene v. Gray*, 87 So. 2d 504 (Fla. 1956)(holding that public pension are required to be permissively construed).

The law is also clear that the payment of monthly pension benefits is a ministerial duty. *See Scott v. Williams*, 107 So.3d 379 (Fla. 2013); *City of Jacksonville Beach v. O’Donald*, 151 So.2d 430 (Fla. 1963); *O’Connell v. Dept. of Administration*, 557 So. 2d 609 (Fla. 3d DCA 1990). A ministerial duty arises where “there is no room for the exercise of discretion, and the performance being requested is directed by law.” *Board of County Commissioners v. Lori Parrish*, 154 So. 3d 412 (Fla. 4<sup>th</sup> DCA 2014).

Feel free to advise if you want to discuss any of the legal authorities cited, copies of which will be provided upon request.

Very truly yours,

/s/ Robert D. Klausner  
Robert D. Klausner

/s/ Adam P. Levinson  
Adam P. Levinson

RD/APL/yv

cc: Mayte Gamiotea, Administrator



# MEMORANDUM

ITEM NO. 9P

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 23, 2020  
**Subject:** Increase Lighting Plan

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At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the increase of residential street lighting.

Please find attached requested report being provided with this communication.

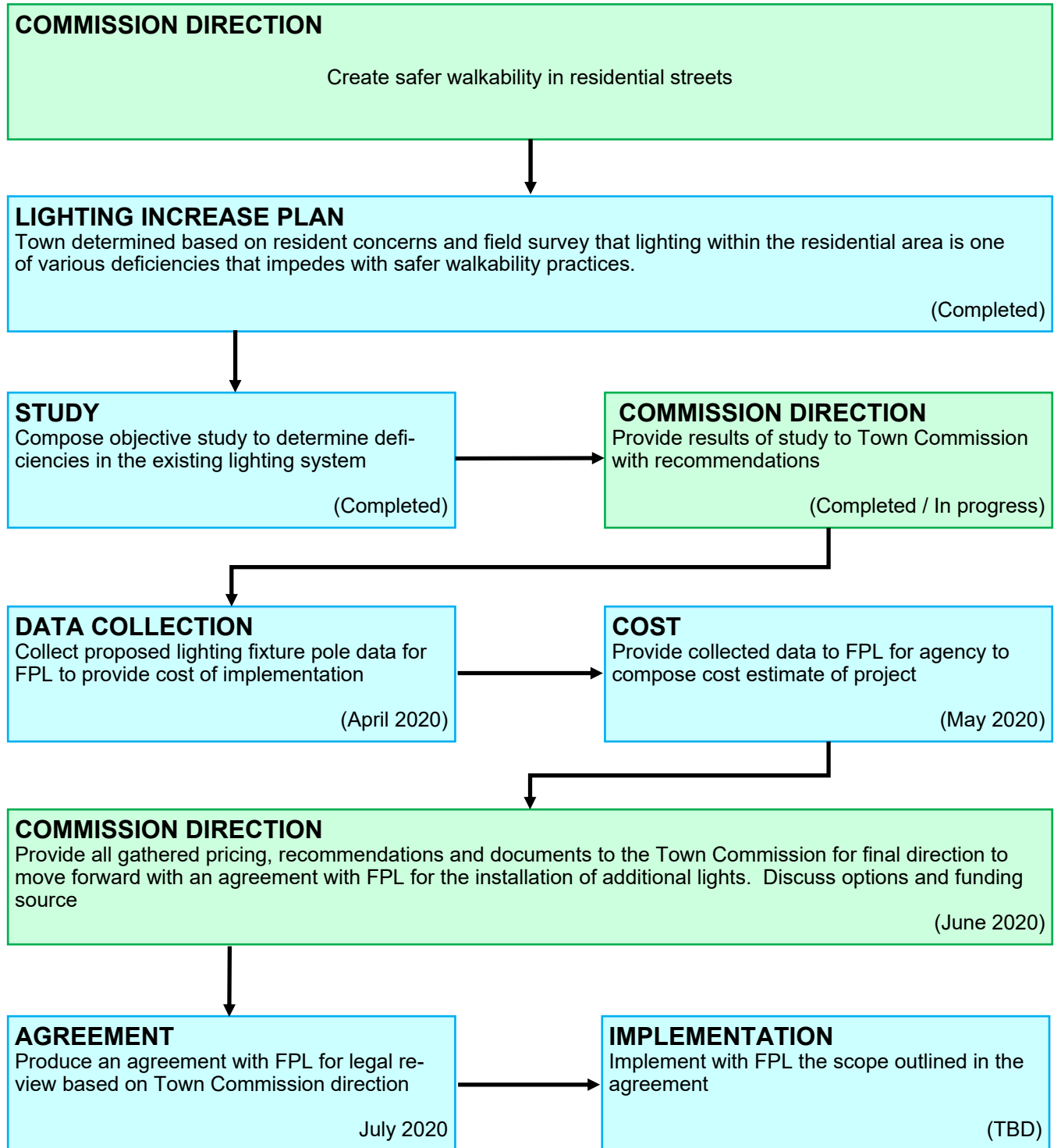
Reviewed by: HG/RS

Prepared by: HG



# Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020







# MEMORANDUM

ITEM NO.

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

**From:** Guillermo Olmedillo, Town Manager

**Date:** February 28<sup>th</sup>, 2020

**Subject:** Analysis for Determination of Additional Lighting Locations in Residential Areas within the Town of Surfside

---

The Town of Surfside, in an effort to address pedestrian safety and promote walkability within the Town, recently partnered with Florida Power and Light (FPL) to upgrade all residential street lighting from high pressure sodium bulbs to Light Emitting Diodes (LED). The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion.

Illumination is not uniform throughout the Town. Even after the FPL conversion project, various “dark” areas exist that continue to remain a hazard. The Town administration will proceed to perform an analysis on illumination deficiencies still present. In order to eliminate subjectivity in the determination of the location and number of new light fixtures and or poles to have uniform illumination at the pedestrian level, the Town administration will prepare an analysis that incorporates the following:

1. Use the technical specifications of the equipment in place already obtained from FPL.
2. Use the information that the Town has already collected on the location of light fixtures including previous lighting data.
3. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained.
4. Produce a map (GIS or similar) with the proposed locations of new lights and or poles.

5. Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined

The proposed plan allows for a non-subjective determination of areas in need of additional lighting. The proposed plan will provide hazard areas based on existing and collected data. An alternative plan to have individuals estimate where additional illumination should go based on visual interpretation can lead to subjective results. The Town administration will move forward with the presented plan of analysis as per Town Commission direction. The results will be reported to the Town Commission through an update.

Reviewed by

Prepared by

# **TOWN OF SURFSIDE**

**Public Works Department**

## **“Residential Street Lighting Photometric Analysis and Recommendations”**

**February 26, 2020**

9293 HARDING AVENUE,  
SURFSIDE, FL 33154  
PHONE: (305) 861-4863

Prepared By:



Public Works Department



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## ATTACHMENTS

- Appendix A – *“Town of Surfside Street Light Inventory”*- 1 Page
- Appendix B – *“Product Specification Photometrics”*- 3 Pages
- Appendix C – *“Street Light Photometric”* - 2 Pages
- Appendix D – *“Proposed Street Lights Map”*. - 1 Page



## INTRODUCTION

The Town of Surfside is a coastal community within Miami-Dade County with approximately 5,844 residents based on 2017 population figures. The Town has various districts which include commercial high-rise, commercial retail and residential single family. Each of these districts has lighting infrastructure provided by different agencies. **Table A – “Lighting Inventory by Responsible Authority”** below outlines the total quantity of light fixtures per district and the responsible party for lighting maintenance:

Item Number	District	Responsible Party	Total # of Fixtures	Type of Fixture
1	Residential	FP&L	243	LED
2	Downtown Surfside	Town of Surfside	24	LED
3	A1A & Harding Ave	Miami-Dade County	62	High Pressure Sodium
4	Beach Ends	FP&L / Town of Surfside	11	HPS and LED

**Table A – “Lighting Inventory by Responsible Authority”**

**Table A – “Lighting Inventory by Responsible Authority”** is composed based on a Geographical Information System (GIS) mapping composed in 2018 by Town Engineer of Record (EOR), Calvin Giordano and Associates (CGA) and confirmed by the Town’s Public Works Department. The GIS map titled “Town of Surfside Street Light Inventory” can be found in **Appendix A – “Town of Surfside Street Light Inventory”**.

In late 2019, the Town of Surfside Commission approved the conversion of High-Pressure Sodium lights (HSP) throughout the residential area to Light Emitting Diode (LED) with the objective of minimizing operating costs for night-time illumination of public right of way and increase effectiveness of illumination. The lighting upgrade project was completed in January 2020 with a total of 236 fixtures changed. After the conversion, the Public Works Department performed various nightly walkthroughs to evaluate the outcome of the conversion. As a result, a 33% increase in illumination per fixture was obtained. This determination was made by comparison of photometrics of both the new LED lighting and high-pressure sodium bulbs. Photometrics is the measurement of lighting. For the comparisons made, photometric data used was the surface coverage of lighting onto asphalt surface from both fixtures, before and after conversion. The photometrics of the previous high sodium pressure bulbs (HPS) and recently installed LED fixtures can be found in **Appendix B – “Product Specification Photometrics”**.

Currently, Florida Department of Transportation (FDOT) is working with Miami-Dade County (MDC) and is scheduled to convert a portion of street lights on A1A and Harding Avenue for fiscal year 2021-2022 to LED. Additionally, the Town of Surfside converted all Town maintained street lights to LED already. During the February 2020 Town Commission meeting, the Town Commission gave direction to the Town Manager to proceed with performing a street lighting analysis in order to determine where additional lights are needed.



## OBJECTIVE

Increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose to create safer walkability by increasing illumination during evening hours.

Illumination is not uniform throughout the Town. Even after the conversion project within the residential area, various “dark” areas exist that continue to remain a hazard for walkability during night-time hours. **Picture A** – “*Photograph of Dickens Avenue and 92<sup>nd</sup> street*” below shows the composition of dark areas and light areas as they pertain to a residential street block within the Town.



**Picture A** – “*Photograph of Dickens Avenue and 92<sup>nd</sup> street*”

The Town Administration performed an analysis based on information gathered and field visits in order to increase the quantity of residential street lighting fixtures with locations non-subjectively selected with the purpose of creating safer walkability by increasing illumination



during evening hours. Furthermore, a **Recommendation and Conclusion** section is provided in this analysis report to assist with Town Commission direction decision.

## METHODOLOGY

In order to eliminate subjectivity in the determination of the location and number of new light fixtures to have uniform illumination at the pedestrian level, the analysis by Town administration incorporated the following items:

- Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B** – *“Product Specification Photometric”*.
- Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – *“Town of Surfside Street Light Inventory”*.
- Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – *“Town of Surfside Street Light Inventory”* in order to create **Appendix C** – *“Street Light Photometric”*.
- Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – *“Proposed Street Lights Map”*.

Based on the findings, **Table C** – *“Recommendation Table”* was composed which incorporates the findings of the analysis and makes various illumination goals depending on the number of lighting fixtures proposed. This analysis does not include cost figures or cost estimates.



## ANALYSIS

The analysis for residential street light photometric is provided in this section. The analysis is based on the proposed methodology that was presented to the Town Commission during the February 2020 Town Commission General Meeting.

Use the technical specifications of the equipment in place already obtained from FPL. This involved the comparison of photometric charts of both HPS bulbs and LED fixtures which are included in **Appendix B – “Product Specification Photometrics”**.

Both photometric data for high pressure sodium bulbs and LED fixtures were compared side by side. Two distances were obtained for each lighting system; these are the longitudinal distance and width distance. Longitudinal distance is referring to the distance on each side of the fixture and width distance is the distance in front of the fixture. Both distances vary depending on the height of the fixture installation. Based on the information gathered from product specification photometrics, **Table B – “Lighting Coverage by Fixture”** below was composed to present findings.

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	50	40	Field Measurement
2	High Pressure Sodium	70	50	Specification Sheet
3	LED	85	40	Field Measurement
4	LED	75	20	Specification Sheet

**Table B – “Lighting Coverage by Fixture”**

**Table B – “Lighting Coverage by Fixture”** also presents field measurements of each fixture as there was a difference in field conditions to product specification conditions. The difference was the height of installation. The Town of Surfside has fixtures installed higher than presented in product specification by a total of 5 feet with a margin of error of 3 feet. Based on findings, an average of both measurements was taken and presented in **Table C – “Lighting Coverage by Fixture Average”** as shown below:

Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	60	45	Average
2	LED	80	30	Average

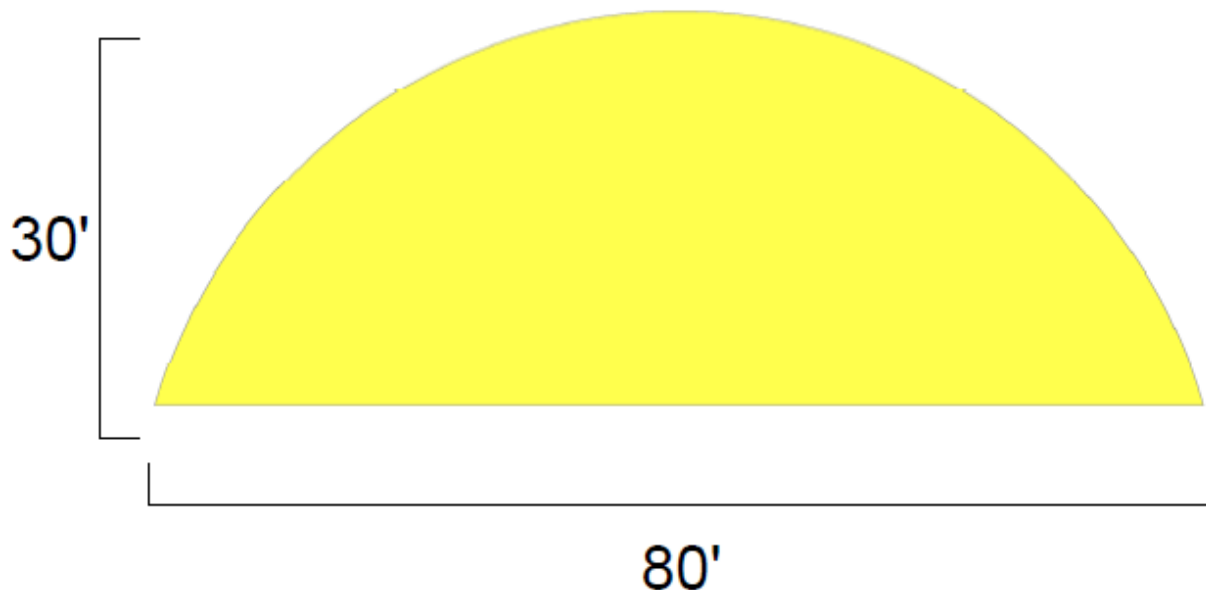
**Table C – “Lighting Coverage by Fixture Average”**





It is worth noting that the figures present are the effective lighting of each light based on their design intent. Each fixture covers areas greater than shown in **Table B** – “*Lighting Coverage by Fixture*” but these areas are dimmer and not effective lighting areas. Secondly, **Appendix B** – “*Product Specification Photometrics*” provides photometrics in a disformed shape which resembles a dis-figured circle. For the purpose of this analysis, the photometric impact area was averaged and converted to a defined semi-circle. **Picture B** – “*Photometric Impact Area*” below presents the averaged fixture coverage area that was used for the analysis.

## DIMENSIONS



**Picture B** – “*Photometric Impact Area*”

**Picture B** – “*Photometric Impact Area*” will be referred to as the illumination zone for the remainder of the analysis. It was used as an overlay onto residential street maps in order to determine areas that are not receiving effective illumination coverage. Furthermore, there is a 6-foot to 8-foot offset from above ground utility poles to light figure (light source) which is due to the arm length of each lighting fixture. This distance was taken into consideration. Lastly, non-effective lighting behind each lighting fixture was not taken into account. This is because these areas are not considered walkable areas and are of private property majority. Additionally, measurements of these areas illumination by LED lighting fixtures is difficult due to private property lighting distortion.



Use the information that the Town has already collected on the location of light fixtures including previous lighting data in order to overlay photometric chart data onto existing GIS maps provided in **Appendix A** – “Town of Surfside Street Light Inventory”. Draw the area illuminated from each lighting fixture, using the technical specifications already obtained onto in **Appendix A** – “Town of Surfside Street Light Inventory” in order to create **Appendix C** – “Street Light Photometric”.

**Appendix A** – “Town of Surfside Street Light Inventory” was used to assess the areas currently obtaining illumination and compared to the areas not receiving. Based on findings, there are currently an average of 3.00 lighting fixtures per block. Page 2 of **Appendix A** – “Town of Surfside Street Light Inventory”, lays out a typical section of a Town block. A Town block from street to street along the same avenue in the residential area is approximately 525 linear feet. Based on the average amount of lights, a total of 240 linear feet out of the entire 525 linear feet of a typical block has illumination. Therefore, it was determined that the average lighting per typical block is approximately 45%. **Diagram A** – “Typical Lighting Per Block Diagram”, below creates a visual representation of the 45% illumination of an average typical roadway.



**Diagram A** – “Typical Lighting Per Block Diagram”

In **Diagram A** – “Typical Lighting Per Block Diagram”, the entire strip represents a typical block along an avenue from street to street. For example, Garland Ave from 89<sup>th</sup> Street to 90<sup>th</sup> Street. The yellow sections represent the illumination zone. The black sections represent the areas where minimal to no illumination is present. Since this is an average representation of actual field conditions, it has been simplified for analysis purposes. As previously stated, even though the average coverage per existing LED fixture is 40 feet each way (80 feet total), the fading effect of each fixture may add additional coverage. The fading effect is the dimming of the illumination as the distance from the point of origin increases. The fading effect distance was not used in the analysis because it is not considered optimal illumination. The following pictures provide a reality perspective to **Diagram A** – “Typical Lighting Per Block Diagram”.



**Picture C** – *“Town of Surfside Night-time Aerial on 02-21-2020”*



**Picture D** – *“Town of Surfside Night-time Aerial on 02-21-2020 “*



Produce a map (GIS or similar) with the proposed locations of new lights and or poles after item number 1, item number 2 and item number 3 have been evaluated. **Appendix D** – “Proposed Street Lights Map”.

Propose a plan to add lights where pedestrian level lighting does not have uniform illumination and deficiencies determined.

During the evaluation of all information, it was determined that 45% of the single-family residential areas right of way within the Town are illuminated. This is based on the lighting illumination per street as an average. Prior to determining locations of additional lights, various variables needed to be considered. The considerations are as follows:

- Number of existing above ground utility poles existing
- Number of existing above ground utility poles with transformers
  - a. Accessibility to transformers if a proposed pole does not have one
  - b. Capacity of transformer
- Location of street where poles are located and if cross alternation can take place (each side of the street)
- Illumination percentage goal

45% existing illumination was based on 3 lighting fixtures per block average. In order to increase illumination, new lighting fixtures need to be added. The current infrastructure allows for additional lighting fixtures since poles either have a transformer or, are within the proximity of a pole with a transformer. To be within the proximity, the nearest pole with transformer needs to be within 2 poles distance. The current lighting fixture spread alternates with every other pole having a fixture. On average, a residential block has 6 poles and 2 transformers.

Based on two neighborhoods surveyed with optimal lighting, 90% illumination was the targeted percentage goal. 90% allows for illumination visibility throughout as lighting transition from one lighting fixture to the next. The 2 neighborhoods surveyed had the same single-family residential style as Town of Surfside. The neighborhoods were as follows:

- North Bay Village – Single Family Residential Area
- Normandy Isle, Miami Beach Single Family Residential Area

**Appendix D** – “Proposed Street Lights Map” proposes a total of 133 new fixtures along street blocks in the residential area in order to achieve 90% illumination. This figure breaks



down to an additional 3 fixtures per Town block. In the creation of **Appendix D** – “Proposed Street Lights Map”, some Town blocks have proposed 2 additional lighting fixtures and other more than 3 additional lighting fixtures. Even though the average is 3 additional light fixtures per block, some have proposed less since there is an intersection pole that provides block illumination. All proposed locations have an existing pole so only fixture and connection to a transformer are needed. For the most part, all transformers have the capacity for additional lighting fixture. Transformer capacities need to be confirmed with FP&L. The following pictures show areas within Miami-Dade County (MDC) with 90% illumination. The same logic for determination of light percentage in Town of Surfside as used to determine illumination percentages in these areas.



Picture E – “North Bay Village Night-time Aerial on 02-21-2020”



Picture F – “Normandy Isles Night-time Aerial on 02-21-2020”



**Picture G** – “Normandy Isles Night-time Aerial on 02-21-2020”





## RECOMMENDATION AND CONCLUSION

The analysis was based on 90% illumination which is the maximum number of lighting fixtures to existing poles. **Table C** – “*Recommendation Table*” presents the number of additional fixtures with respective illumination percentage for various options. Refer to table below:

Item number	Number of Additional Lights (Overall)	Average Additional Lights per Block	Illumination Percentage	Comments
1	0	3	45%	No Change
2	89	4	60%	N/A
3	112	5	76%	N/A
4	133	6	90%	Appendix D

**Table C** – “*Recommendation Table*”

At this time, there is no cost estimate for each of the recommendations of **Table C** – “*Recommendation Table*”. Cost estimate will involve coordination with Florida Power and Light (FP&L). Currently, the provided recommendations are based on using existing pole infrastructure. Based on Town Commission direction, a cost estimate can be composed for proposed recommendation options. Any cost estimates pertaining to light fixtures operated by another agency need to be coordinated. In this case, cost estimate needs to be coordinated with Florida Power and Light (FPL).

Some additional considerations include:

- How will additional lighting fixtures in the Right of Way impact the quality of life of residents.
  - Light infiltration into private property
- Other options for increase walkability safety
  - Mid-level pedestrian lighting options
  - Alternative walking options such as sidewalks
  - Enhancing other infrastructure options such as;
    - Thermoplastic striping of roadway markings
    - Roadway Lighting options which include ground and signage lighting

This report was composed using the existing infrastructure present to add additional lighting fixtures to gain an increase in illumination percentage. The proposed locations of the lighting fixtures were based on existing locations of above ground utility poles.





## **Appendix A**




### *“Town of Surfside Street Light Inventory”*

1 Page

# Legend

-  City Boundary
-  Parcels

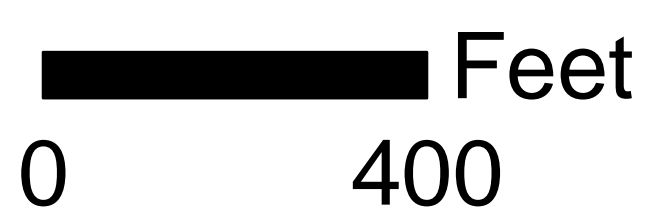
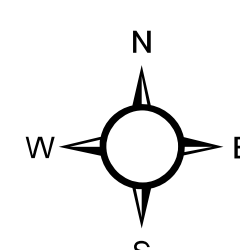
## Owner

-  Surfside
-  FPL
-  Miami-Dade County



# Town of Surfside Street Light Inventory

Print Date: 11/7/2018



Produced and maintained by the CGA  
Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™



## Appendix B

*“Product Specification Photometric”*

3 Pages

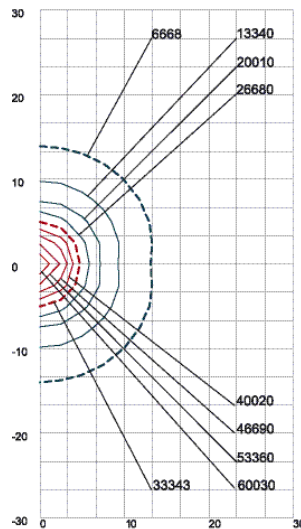
# Photometric Data

## E-17 High Pressure Sodium

BK No.	Lamp Watts	Description	Rated Life	Initial Lumens	Mean Lumens	CRI	CCT(K)
112	35	35W/E-17/HPS/MED/Clear	24,000	2,250	2,025	20	2,100
113	35	35W/E-17/HPS/MED/Diffuse	24,000	2,150	1,935	20	2,100
104	50	50W/E-17/HPS/MED/Clear	24,000	4,000	3,600	21	2,100
105	50	50W/E-17/HPS/MED/Diffuse	24,000	3,800	3,420	21	2,100
108	70	70W/E-17/HPS/MED/Clear	24,000	6,300	5,670	21	2,100
109	70	70W/E-17/HPS/MED/Diffuse	24,000	5,860	5,270	21	2,100
120	100	100W/E-17/HPS/MED/Clear	24,000	9,500	8,550	21	2,100
121	100	100W/E-17/HPS/MED/Diffuse	24,000	8,800	7,920	21	2,100
122	150	150W/E-17/HPS/MED/Clear	24,000	16,000	14,400	21	2,100
123	150	150W/E-17/HPS/MED/Diffuse	24,000	15,000	13,500	21	2,100

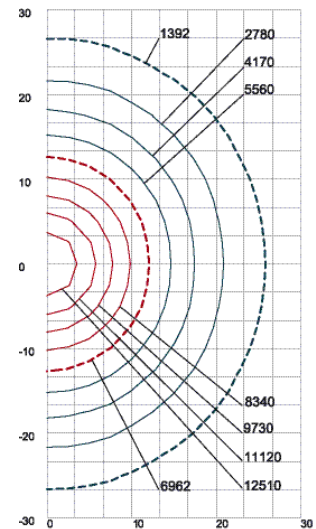
Lumen & Candela Conversion Multipliers	
100W	.60
70W	.40
50W	.25
35W	.14

**NARROW SPOT**



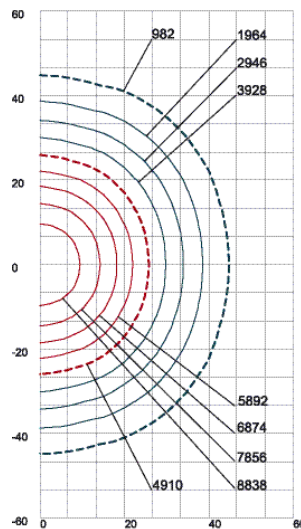
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES  
 Lamp: 150W Clear B-17 High Pressure Sodium  
 IES Beam Type: 24 x 2V  
 Max. Candela: 66686 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V  
 Field Spread (at 10% Max CD): 6668 at 26°H 26°V  
 Total Lumens: 3237

**SPOT**



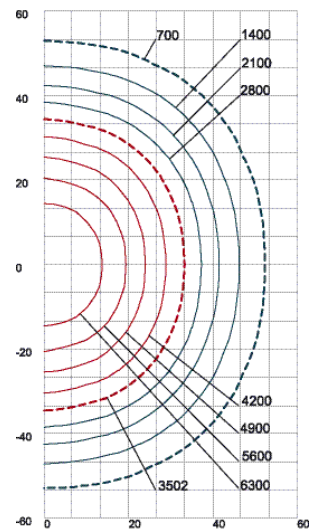
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 41 x 4V  
 Max. Candela: 13924 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 6962 at 24°H 25°V  
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V  
 Total Lumens: 3659

**FLOOD**



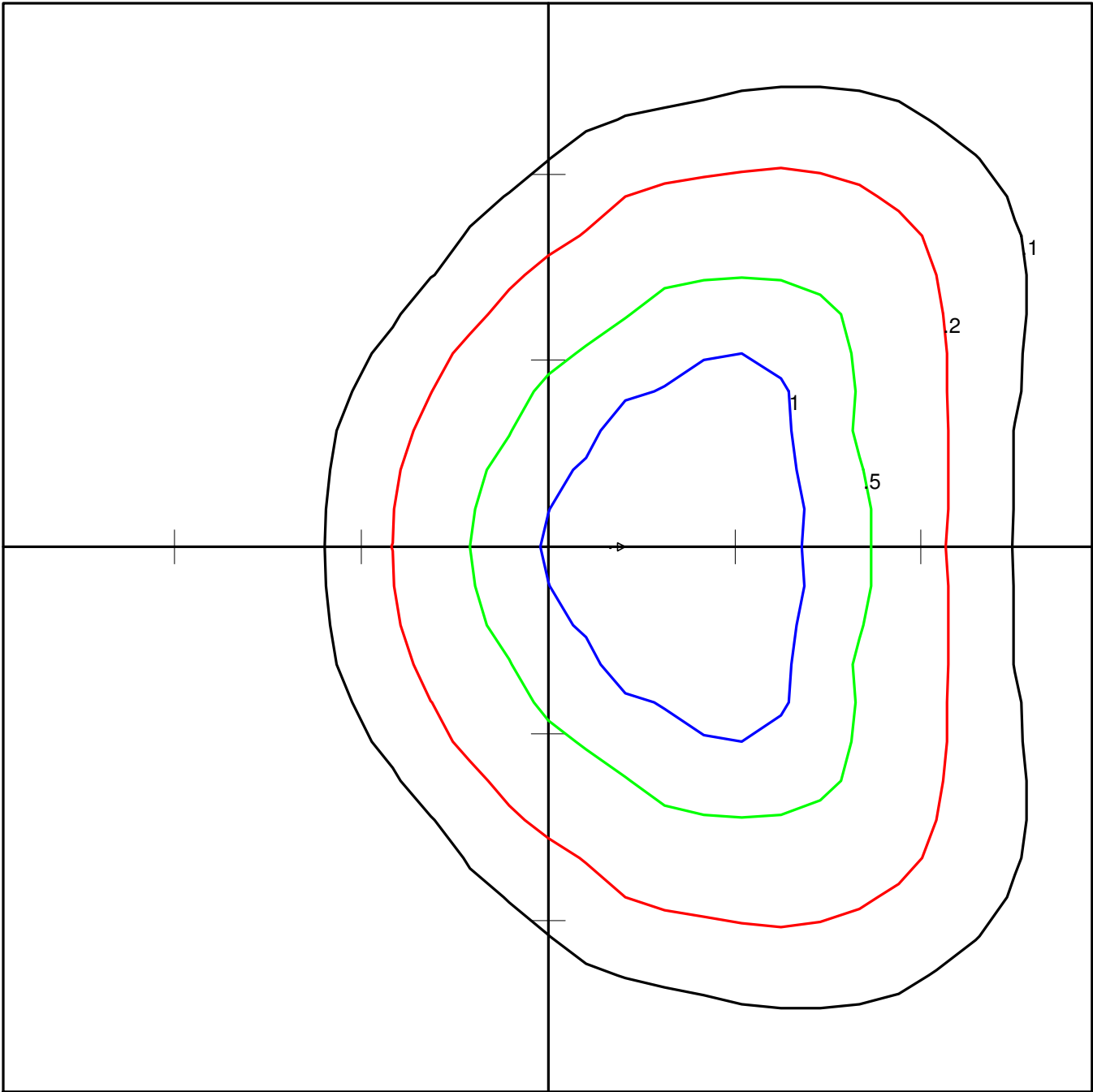
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 51 x 5V  
 Max. Candela: 9821 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V  
 Field Spread (at 10% Max CD): 982 at 90°H 90°V  
 Total Lumens: 3237

**WIDE FLOOD**



B-K FILENAME : TY11-150-WF-HPS COATED-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 81 x 8V  
 Max. Candela: 7004 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 3502 at 67°H 66°V  
 Field Spread (at 10% Max CD): 700 at 105°H 106°V  
 Total Lumens: 5559

**Photometric Toolbox**



Cree, Inc  
 RSWS-A-HT-3ME-5L-30K7-UL-xxxx  
 Formed BMC housing, prismatic plastic lens, white inner  
 re  
 flector  
 24 white LEDs

Horizontal Footcandles  
 Scale: 1 Inch = 20 Ft.  
 Light Loss Factor = 1.00  
 Lumens Per Lamp = N.A. (absolute photometry)  
 Luminaire Lumens = 5000  
 Mounting Height = 24.00 Ft  
 Maximum Calculated Value = 1.74 Fc  
 Arrangement: Single  
 Arm Length = 8 Ft






## Appendix C




*“Street Light Photometric”*

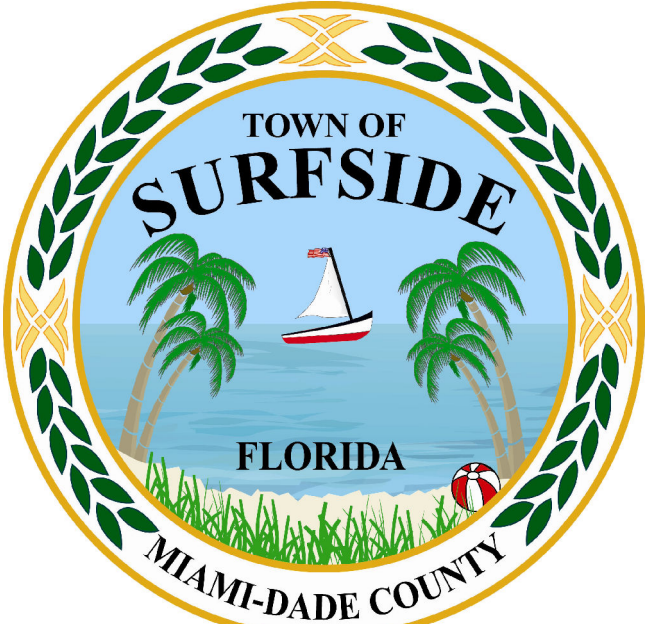
2 Pages

# Legend

-  City Boundary
-  Parcels
-  Illumination Zones

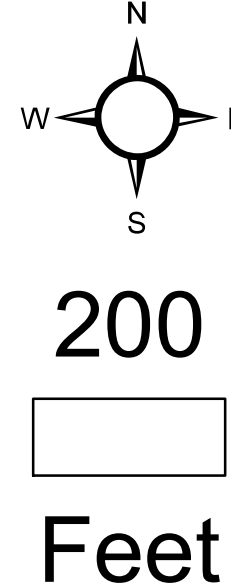
## Owner (Count)

-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)



# Town of Surfside Street Light Inventory

Print Date: 2/3/2020





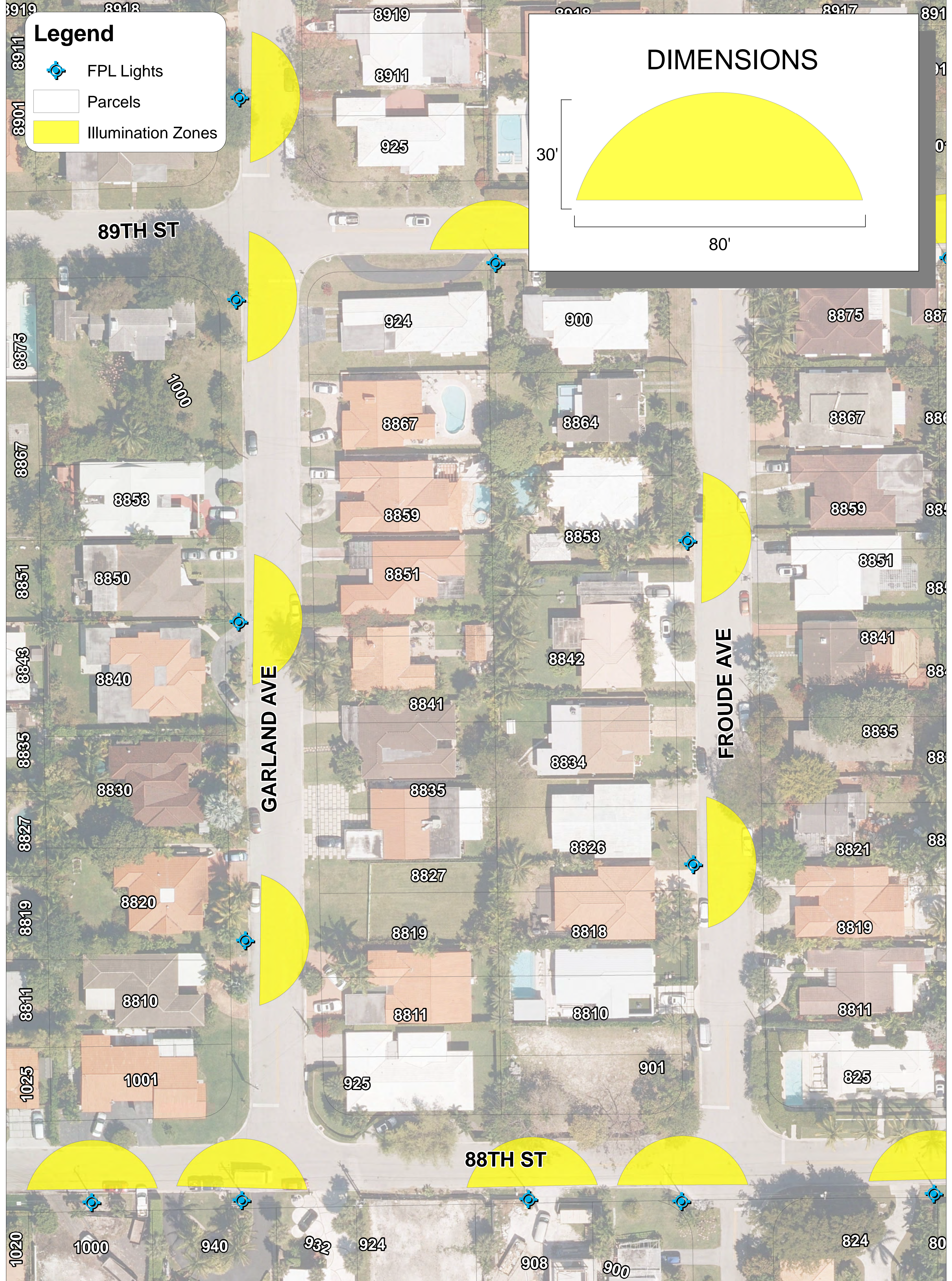
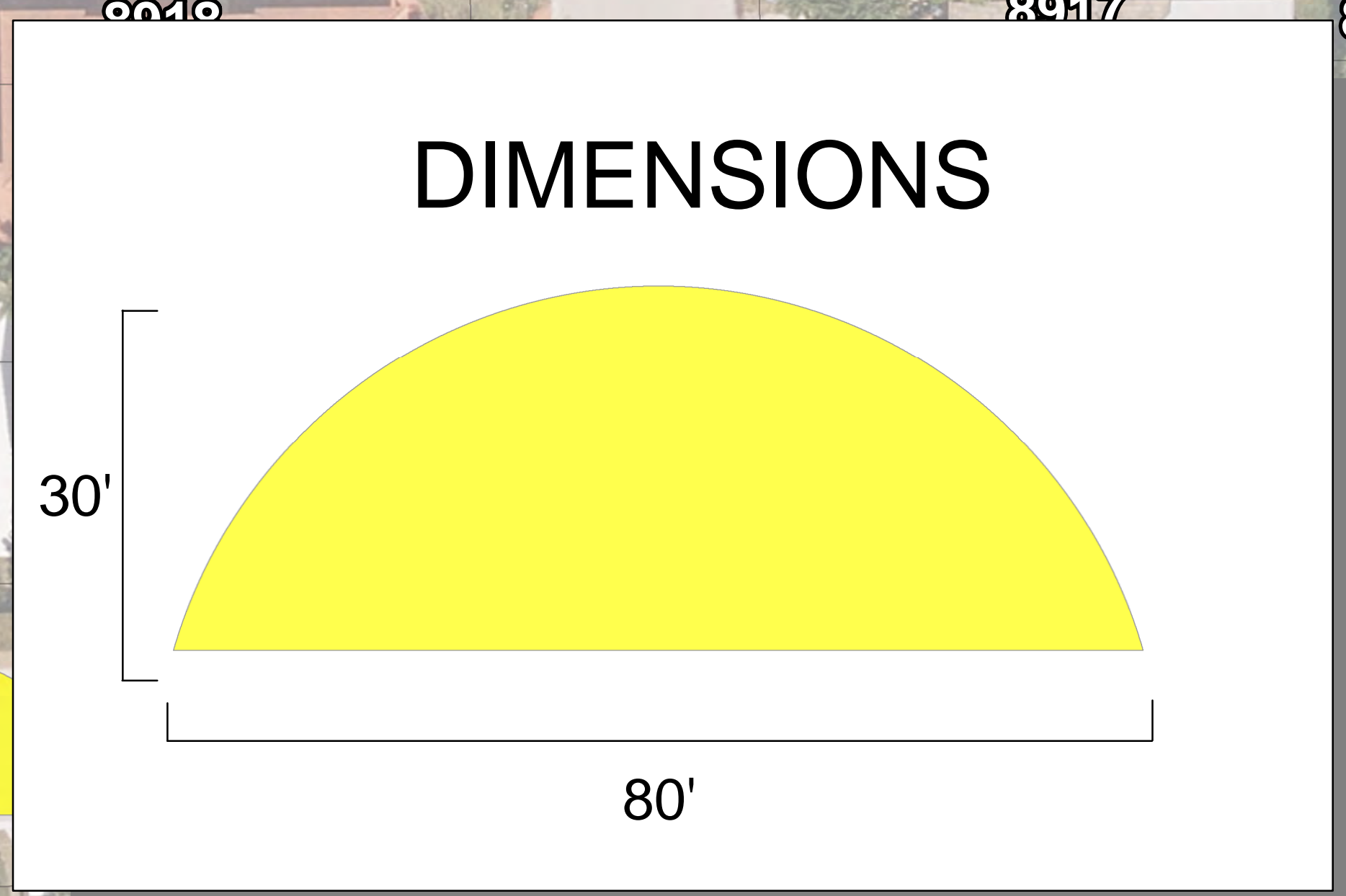
GIS Produced and maintained by the CGA  
Geographic Information Systems Services

Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS™



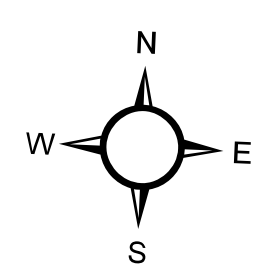
**Legend**

-  FPL Lights
-  Parcels
-  Illumination Zones

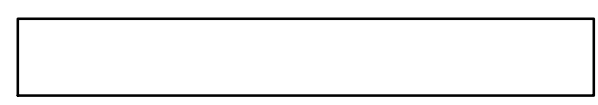


**Town of Surfside  
Block 19  
Street Light Photometrics**

Print Date: 2/5/2020



75



Feet









## Appendix D





*“Proposed Street Lights Map”*

1 Page

# Legend

-  City Boundary
-  Parcels
-  FPL Illumination Zones
-  Proposed Illumination Zones

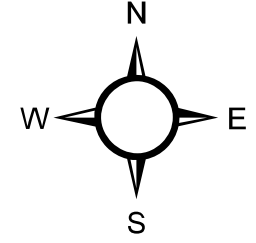
# Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)



# Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400  
Feet  
1 inch = 200 feet





# MEMORANDUM

ITEM NO. 9R

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 21, 2020  
**Subject:** Lowering of Property taxes and Water Bills

---

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide information on lowering property taxes and water bills.

April 14 through April 21, the Town's Finance Director has meet with the Commissioners to discuss the state of the Town's finances including the financial position of the Town's General Fund and Water & Sewer Fund. With the budget season starting, the Commission will have the opportunity to provide policy direction which forms the basis of the Town's Budget. On June 1, 2020, the Town will receive the Miami-Dade Property Appraiser Assessment Roll Estimate which will help guide the Town's Administration toward the goal of lowering the financial impact to Town residents.

Attached is the Town's financial position presentation given to the Commissioners.

Reviewed by: GO

Prepared by: JDG



# MEMORANDUM

ITEM NO. 9S

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 9, 2020  
**Subject:** Calvin Giordano Contracts

---

At the May 12, 2020 Commission Meeting, the Commission has requested a report on the Calvin Giordano contracts laying out the options and a recommendation for each service area.

## Planning Services

At the May 14, 2020 Special Commission meeting on Planning & Zoning, the Commission provided direction to both prepare RFQ for Planning department services as soon as possible and advertise a new in-house planner.

## General Engineering Consultant (GEC) Services

At the May 26, 2020 Special Commission meeting, the Commission provided direction to:

- Prepare RFQ as soon as possible for Architecture, Engineering and Surveying Services per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes to select a pool of engineering firms that will be pre-qualified.
- Prepare RFQ as soon as possible for engineering services including Abbott drainage option vetting, design, permitting, RFP preparation, construction inspections, and project management per Consultants' Competitive Negotiation Act (CCNA), section 287.055, Florida Statutes

## Information Technology (pending direction)

- Option #1 – No change
  - Continue with services as provided
- Option #2 – Bring Multi-media Specialist in-house
  - Develop cost for an in-house Multi-media specialist
  - CGA services to remain until such time as new staff are hired and transition complete

- Option #3 – Build new In-house Information Technology Department (all staff)
  - Develop cost for an in-house Information Technology Department
  - CGA to remain until such time as new staff are hired and transition complete
- Option #4 – Re-procure services now
  - Prepare RFQ as soon as possible for Information Technology consultants
  - CGA to remain until such time as a vendor is under contract and transition complete

The Administration recommends option #1 Information Technology.

Reviewed by: GO/LA

Prepared by: JDG

**Information Technology CGA Payments by task for Calendar Year 2019**

---

	<u>CY 2019</u>	
	Paid	
Information Technology		
General Services		
Monthly IT retainer	130,290	48%
Extra Services		
After hours extra time	16,646	6%
Broadcasting support	10,553	4%
Projects		
ERP Implementation Support	115,200	42%
	<u>272,688</u>	<u>100%</u>

**IT Services Contract – CGA number 17-9175**

**Monthly Fee:** \$11,031.31

**Potential Additional Fees:** \$238.29 per broadcasting event – including setup, AV during meeting, posting after the meeting is over. Average Commission Meetings are 4 hours (30 min setup, 3-hour meeting, 30 min broadcasting of video)

After hours or weekend services (Police Department Emergencies/ Downtime to background check servers) \$101.34/hour only at Town request.

**Staff assigned to contract:** Jose Feliz, Support Specialist Full Time dedicated to the Town of Surfside  
Eric Wells, Network Administrator Part Time dedicated to the Town of Surfside- as needed oversight, assistance and PTO coverage.

Adrian Santaella, Media Specialist Part Time (contract states 15.5 hours per month) dedicated to the Town of Surfside as needed for website updates.

**Monthly Fee hours dedicated per month:**

170 hours

**Monthly Fee Brief scope of work:**

Desktop support for all Town Staff including the Police Department, including:

- Maintain and trouble shoot all servers, computers, software, printers, scanners, phone systems at all locations
- Specifying, purchasing and setup of all new IT equipment for staff and PD
- Maintaining uptime on servers, Police Department USA Software and FDLE
- Troubleshooting Tyler ERP Software
- Upgrading Town equipment as needed, including Data Center, Data Domain, Backup Systems and Servers
- Specifying, procuring and managing installation of security systems including door strikers, locks and cameras
- Recording and Broadcasting all Public Meetings
- Closed Caption for Channel 663 and Video Streaming
- Hosting the Town Website, ensuring Website ADA Compliance and up to 20 hours of Website posts and updates
- Parks & Recreation RecTrac software upgrade implementation
- Managing NetMotion and AT&T to integrate GPS on all Town equipment such as Laptops as a theft deterrent/tracking system.
- Managing Surveillance Cameras for PD, Town Hall, Abbott Lot, 96th Park and Community Center.
- Keeping SCALA up to date (Town Broadcasting)

**Calendar year 2019 costs:** \$272,688

*\*For additional information on calendar year 2019 tasks including projects see attached supplemental*





**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9U

**Date:** April 24, 2020

**From:** Vice Mayor Tina Paul

**Subject:** FPL Solar Together Program

---

**Objective** – Enroll all Town of Surfside municipal properties in the FPL SolarTogether program.

**Consideration** – In March 2020, the Florida Public Service Commission approved the FPL SolarTogether program. As the largest community solar program in the United States, SolarTogether removes traditional barriers such as large upfront costs, long-term commitments and has no penalties for unsubscribing. It allows for all FPL customers to go 100% solar with no rooftop installation, maintenance or required insurance.

At the April 21, 2020 Special Commission Meeting, the Commission voted to end CGA Work Authorization No. 117, from July 2019 for Engineering Services for Design-Build Photovoltaic System at the Surfside Community Center.

Surfside has always actively pursued clean energy and environmental initiatives therefore; participating in the FPL SolarTogether program at all Town Facilities will continue these efforts while affording the Town long-term savings.

The FPL SolarTogether program is currently fully subscribed and the waitlist has also been filled.

**Recommendation** – Direct the Town Manager or designee to contact our Customer Advisor Jose Triana for information on enrolling in the next sign-up for FPL's SolarTogether program.



Thank you for your interest FPL SolarTogether<sup>SM</sup>  
 The program is fully subscribed and the waitlist is closed.

The SolarTogether<sup>SM</sup> program is an easy and affordable option for customers to share in the economic and environmental benefits of Florida based large-scale solar while receiving monthly bill credits on their FPL bill.

At this time, the Commercial, Industrial and Governmental portion of the program is fully subscribed. And, due to overwhelming interest, the waitlist has reached maximum subscription and is closed. We will continue to find new and innovative ways to bring even more solar to Florida and will announce future program opportunities.

## Reduce your energy costs while achieving your sustainability goals



### Benefits

- Offset up to 100 percent of your energy usage (subject to availability)
- Renewable Energy Credits (RECs) are retired on your behalf
- Receive bill credits immediately



### Economics

- Simple payback between 5-7 years
- Fixed monthly subscription rate
- Escalating bill credits
- No maintenance, operational or insurance costs



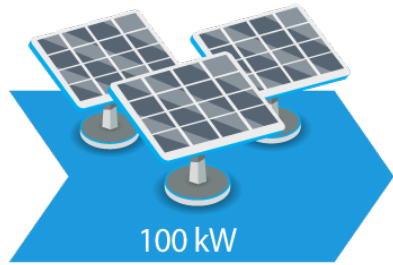
### Terms

- No upfront cost
- No long term contract
- Subscription is transferable to another store or location
- Subscription cannot be sold or transferred to another customer

## How the program works

1. Determine your subscription share by selecting the amount of energy you wish to offset – up to 100% of your energy usage can come from solar
2. Calculate your monthly subscription cost based on the fixed subscription rate of \$6.76/kW multiplied by your subscription share
3. Estimate your monthly subscription credit based on your subscription share multiplied by the amount of solar energy produced multiplied by the subscription credit rate

## 100 kW subscription example



### FPL SolarTogether Subscription

100 kW subscription share  
x \$6.76/kW fixed subscription rate

### Your Monthly Subscription Cost

**\$676**



### Solar Energy Produced

190 hrs per month  
x 100 kW subscription share

### 19,000 kWh solar energy



### Subscription Credit

19,000 kWh solar energy produced  
x \$0.03405/kWh subscription credit rate/kWh

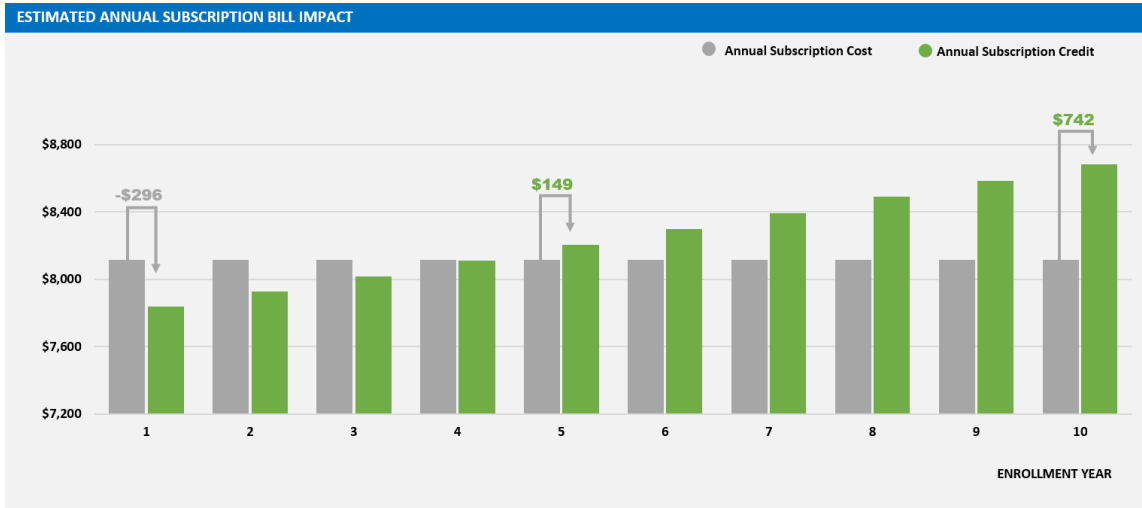
### Your Monthly Bill Credit

**\$647**

That means you get solar energy for just **\$29** for the month!\*

\* Illustrative examples presented here for discussion purposes only, program charges and credits will be established per the Florida PSC approved tariff.

And over time, the annual benefits are forecasted to exceed the costs.



The graph above shows the estimated bill impact over a ten-year period for a 100 kW subscription example. While the annual subscription cost remains the same year after year, due to the fixed nature of the subscription rate, the annual subscription credit grows annually. In the first year of a 100 kW subscription, program participation would cost approximately \$296, which is the difference between the subscription cost of \$8,112 and the credit of \$7,816. By year five, the annual subscription remains \$8,112 and the credit grows to \$8,261, so the credit exceeds subscription cost by \$149. By year ten, the cost of the subscription is still \$8,112 and the credit is now \$8,854 for the year, increasing the credit difference by \$742.

## Have Questions?

View our frequently asked questions (<https://www.fpl.com/energy-my-way/solar/solartogether-res/faq.html>).



**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:**

**Date: May 5, 2020**

**From: Vice Mayor Tina Paul**

**Subject: Climate Environmental Collective - revised**

---

**Objective** – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

**Consideration** – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

**Recommendation** – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*



*Surfside*  
FLORIDA

MIAMI BEACH

# Miami Beach failed to collect \$19 million in developer fees for parking

By Joey Flechas

jflechas@MiamiHerald.com

SEPTEMBER 16, 2014 07:06 PM, UPDATED SEPTEMBER 18, 2014 03:21 PM



Officials at Miami Beach City Hall have uncovered past mismanagement of a program that allows developers who can't provide on-site parking to pay the city a fee for every space they can't provide. The city could have collected nearly \$19 million. JOEY FLECHAS MIAMI HERALD STAFF



Listen to this article now

04:14 Powered by Trinity Audio

In Miami Beach, a town known for its scarcity of parking, city staffers have failed to collect nearly \$19 million in fees from developers — fees that were supposed to be used to improve the city's parking facilities.

City administrators uncovered the problem, which stretches back 25 years, through an eight-month internal review, the results of which were released Tuesday. Administrators will present the findings of the internal investigation to the City Commission Wednesday evening.

Since January, the city's planning department has reviewed processes and procedures in the "fee in

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## Pharrell just dropped \$30 million on sweet ‘quarantine’ digs in Coral Gables: report

That fee, currently set at \$35,000 per space, is supposed to go toward improving the city’s parking facilities. An annual fee is also charged if a change to an existing property requires more parking, like if a restaurant adds more tables. That fee is set at \$700 per year for as long as that use remains.

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According to a memo sent Tuesday afternoon to the City Commission, the review uncovered issues with billing, accounting and inspection of properties in the program, which led to the city leaving \$18.9 million on the table over the course of the past 20 years. It started with reviewing a sample of 25 accounts in the program at the beginning of this year. The pool ballooned to about 180 accounts after staffers kept finding problems.

The news comes about a week after the Miami Herald reported that [past Miami Beach administrators failed to collect \\$2.7 million in water and sewer connection fees from several hotels and condos](#). It does not appear there is any connection between the two instances of mismanagement.

Officials reviewing the parking fee program also found that the city did little or nothing after three previous internal audits revealed some of the management issues in 1997, 2003 and 2010.

“Management responses for corrective action did not have completion dates and there is no evidence that significant and deliberate steps were taken by any of the departments involved to establish the appropriate checks and balances to prevent recurrence or initiate invoicing of recurring fees to prevent further loss,” reads the memo, prepared by Deputy Planning Director Carmen Sanchez and Assistant City Manager Joe Jimenez.

The one-time fee has increased incrementally over the years. In many cases, records show past planning officials agreed to bill property owners at previous lower rates without explanation. In

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financial system.

The review is ongoing.

“Staff has conducted extensive research and has had to reconstruct the history for most of the accounts evaluated,” reads the memo. “As new details come to light and additional information is received the estimated receivable amount may change to include other projects identified at a future date.”

The history of poor management came to light to city officials earlier this year, when Sanchez, hired in late 2013, and Jimenez, who joined the city in May 2013, initiated a review of the program. The current administration has already put some checks and balances in place to fix the problems.

According to the memo, the planning department has invoiced 34 recurring accounts for the current fiscal year, and will start invoicing all active accounts for the upcoming fiscal year, starting Oct. 1. The city has updated its permitting software to keep records of what is charged and owed, hired staff to manage special revenue accounts like the parking impact fee program and, from now on, building permits or certificates of use will not be issued until the fee has been paid.

City administrators did not want to comment for this story before presenting their findings to the City Commission. Administrators will ask the City Commission for direction on how to proceed with uncollected money from current businesses and ones that have closed but still have outstanding balances.

Follow [@joeflech](#) on Twitter.

RELATED STORIES FROM MIAMI HERALD

MIAMI-BEACH

Miami Beach to develop plan to recover unpaid developer fees

SEPTEMBER 17, 2014 8:21 PM

MIAMI-BEACH

Miami Beach failed to collect millions in water and sewer fees from new hotels and condos

SEPTEMBER 07, 2014 2:59 PM

MIAMI-BEACH

Miami Beach agrees to increase storm-drainage fees

SEPTEMBER 10, 2014 3:42 PM

MIAMI-BEACH

City commission approves body cameras for employees

SEPTEMBER 10, 2014 7:12 PM

FROM OUR ADVERTISING PARTNERS



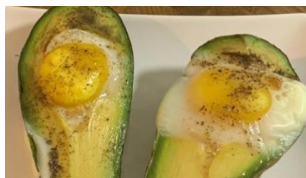
How Dogs Cry for Help: 3 Warning Signs Your Dog is Crying for Help  
DR. MARTY



Americas #1 Futurist 2020 Prediction Will Stun You  
INTERNET REBOOT 2020



MD: If You Have Toenail Fungus, Do This Immediately (Watch)  
CLEAR NAIL PLUS



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Big crowds at Miami Beach parks, marinas on first weekend of reopening



Food distributions help Miami Beach families

[VIEW MORE VIDEO →](#)

TRENDING STORIES

After six weeks of lockdown, Miamians enjoy first weekend of reopened parks, marinas

UPDATED 9 HOURS 35 MINUTES AGO

Pieces of Halley's Comet will streak across the night sky this week. Here's what to know

UPDATED MAY 02, 2020 02:06 PM

Biden, Warren: There's no oversight of coronavirus relief — because that's what

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THIS DAY IN HISTORY

1990

Brooks Koepka, the American golfer, is born.

3 MAY

THIS DAY IN HISTORY

Royal Caribbean falsely blames CDC for keeping crew trapped on its ships, agency says

UPDATED MAY 01, 2020 10:22 PM

After refusing for weeks, Florida releases nursing home records, showing flurry of deaths

UPDATED MAY 02, 2020 06:29 PM

READ NEXT



MIAMI-DADE COUNTY

After six weeks of lockdown, Miamians enjoy first

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ACCEPT COOKIES



Saturday brought crowds at Miami-Dade County marinas and parks, which opened Wednesday after weeks of being closed due to coronavirus. At Blackpoint Marina, hundreds of cars lined up to go boating and fishing.

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MIAMI BEACH

Miami Beach rejects beach-opening plan, but new COVID testing site gives leaders hope

UPDATED MAY 01, 2020 09:00 PM



MIAMI BEACH

After Facebook fight draws criticism, Miami Beach commissioner announces \$17K donation

UPDATED MAY 01, 2020 05:05 PM



REAL ESTATE NEWS

Instagram sensation Gianluca Vacchi lists his Miami Beach home for \$10.9M

UPDATED MAY 01, 2020 03:30 PM



MIAMI BEACH

More than 1,550 face-mask warnings issued in Miami Beach parks after reopenings

UPDATED MAY 01, 2020 04:41 PM



MIAMI BEACH

Miami Beach man accused of raping a 16-year-old girl in apartment stairwell

UPDATED MAY 01, 2020 04:31 AM



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BY THE PENNY HOARDER

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ACCEPT COOKIES

RESOLUTION NO. 14 - 2251

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING THE FEES TO BE ASSESSED PER PARKING SPACE PROVIDED IN SECTION 90-77 OF THE TOWN CODE WHICH ESTABLISHED A TRUST FUND TO BE ENTITLED THE "TOWN OF SURFSIDE DOWNTOWN PARKING TRUST FUND; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 90-77 of the Town of Surfside Code of Ordinances established a trust fund to be entitled the "Town of Surfside Downtown Parking Trust Fund" to be maintained and administered by the Town Manager; and

**WHEREAS**, Resolution No. 10-1991 adopted on December 14, 2010, approved a per parking space fee; and

**WHEREAS**, the Town has caused to be completed a study of the costs to the Town of providing parking spaces, and has determined that the prior established per space fee is outdated and no longer reflects the actual costs of providing for a single structured off-street parking space; and

**WHEREAS**, the Town Commission of the Town of Surfside finds it is in the public interest to adopt a Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, THAT:**

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

**Section 2. Approval and Adoption.** The Town Commission approves and adopts the Downtown Parking Trust Fund per parking space fee of thirty-eight thousand dollars (\$38,000) for the Town of Surfside that may be payable in accordance with the terms set forth in Sec. 90-77 of the Town of Surfside Code of Ordinances.

**Section 3. Repeal of Prior Fees.** All other per space parking fees established under Section 90-77 of the Surfside Code of Ordinances are hereby repealed.

**Section 4. Authorization.** The Town Commission authorizes the Town Manager and Town Attorney to do whatever is necessary to effectuate the terms of this Resolution.

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

**PASSED** and **ADOPTED** on this 12<sup>th</sup> day of August, 2014.

Motion by Commissioner Olchyk, Second by Vice Mayor Tourgeman.

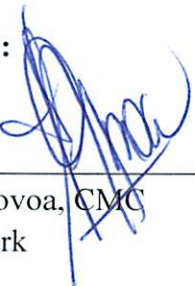
**FINAL VOTE ON ADOPTION**

Commissioner Barry R. Cohen  
Commissioner Michael Karukin  
Commissioner Marta Olchyk  
Vice Mayor Eli Tourgeman  
Mayor Daniel Dietch

Yes  
Absent  
Yes  
Yes  
Yes

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

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, CMC  
Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**

  
\_\_\_\_\_  
Linda Miller, Town Attorney

TOWN OF SURFSIDE  
 BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM  
 9293 HARDING AVENUE  
 SURFSIDE, FL 33154  
 (305) 361-4863

Permit Number . . . . . 14-00000509 Date 11/12/15  
 Property Address . . . . . 9540 GB COLLINS AVE  
 PARCEL NUMBER: 2 -3-6-0 -0 /3 /ADM6  
 FOLIO NUMBER: 1422350070200  
 Permit description . . . . . NEW BUILDINGS-COMMERCIAL  
 Property Zoning . . . . . MULTI-FAMILY  
 Permit valuation . . . . . 13687447

Owner

SHUL OF BAL HARBOUR  
 9540 COLLINS AVENUE  
 SURFSIDE FL 33154

Contractor

A.V.I CONTRACTORS, INC.  
 1442 BLUE JAY CIRCLE  
 ATT: VINCENT MISH  
 FT. LAUDERDALE FL 33327  
 (954) 557-6249

--- Structure Information 000 000 SOCIAL HALL AND LEARNING CENTER  
 Construction Type . . . . . CONCRETE BLOCK  
 Occupancy Type . . . . . COMMERCIAL  
 Roof Type . . . . . BUILT-UP  
 Flood Zone . . . . . AE AT 9 FEET  
 Sign Type . . . . . CONSTRUCTION SIGN  
 Fence Type . . . . . CONSTRUCTION FENCE

Permit . . . . . NEW COMMERCIAL BLDG/ADDT, ETC  
 Additional desc . . . . . 1&3 STORIES/SOCIAL HALL/CENTER  
 Permit Fee . . . . . 195766.77 Plan Check Fee . . . . . .00  
 Issue Date . . . . . 11/12/15 Valuation . . . . . 0  
 Expiration Date . . . . . 5/10/16

Qty	Unit Charge	Per	Extension
		BASE FEE	195766.77

Special Notes and Comments  
 SEPARATE PERMITS MUST BE PULLED FOR THE  
 FOR WINDOWS; ROOF; PAVING & CURB CUTS;  
 ELECTRICAL; MECHANICAL; PLUMBING; POOL  
 FENCE; SIGNS; FIRE & LAWN SPRINKLER  
 SYSTEMS; NO CERTIFICATE OF OCCUPANCY  
 WILL BE ISSUED UNTIL TEMPORARY STRUCTURE  
 USED INCIDENTAL TO THE CONSTRUCTION OF  
 THE PRIMARY STRUCTURE HAVE BEEN REMOVED

0094G/1-20-93/AE-8

Other Fees . . . . .	COUNTY PERMIT FEE	8212.80
	STRUCTURAL ENGINEER FEES	1000.00

Fee summary	Charged	Paid	Credited	Due
Permit Fee Total	195766.77	195766.77	.00	.00
Plan Check Total	.00	.00	.00	.00



TOWN OF SURFSIDE  
BUILDING & ZONING DEPARTMENT/ HOURS 9:00AM - 4:00PM  
9293 HARDING AVENUE  
SURFSIDE, FL 33154  
(305)861-4863

---

Permit Number . . . . .	14-00000509		Page	2
Other Fee Total	9212.80	9212.80	Date	11/12/15
Grand Total	204979.57	204979.57		.00
				.00

---

BUILDING DEPARTMENT CLERK: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_





TOWN OF SURFSIDE

03/23/14 02:10PM

14-509

PERMIT NO.

APPLICATION NO.

AMOUNT DUE

## BUILDING PERMIT APPLICATION

2010 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)  Structural  Mechanical  Electrical  Plumbing  Other  Roof

JOB ADDRESS: 9540 COLLINS AVE	
OWNER'S NAME: THE SHUL OF BAY HARBOUR INC.	
OWNER'S ADDRESS: 9540 COLLINS AVE.	
CITY: SURFSIDE FL.	PHONE# 305.868.1411 FAX #
FEE SIMPLE TITLE HOLDER'S NAME:	ADDRESS:
CONTACT PERSON: YANKIE ANDRUSIER PHONE# 347.723.2731	
EMAIL ADDRESS: YANKIE@ownersrepofmiami.com	
CONTRACTOR: A.V.I. Contractors, Inc. (11/10/15)	
MAIL ADDRESS: 2771 Executive Park Drive Suite 2	
CITY: Weston	STATE FL. ZIP CODE: 33331
PHONE # 954-557-6249	FAX # 954-217-1818 EMAIL: Vincent@AviContractorsInc.com
CERT COMPETENCY: CGC 1508145	STATE REGISTRATION:
LOT	BLOCK
PRESENT USE:	PROPOSED USE: Synagogue
FOLIO NUMBER:	SUBDIVISION:
NO. OF STORIES: 3	OFFICES:
FAMILIES:	BEDROOMS:
BATHS:	
TYPE OF WORK:	ADD <input type="checkbox"/> NEW <input type="checkbox"/> ALTER <input type="checkbox"/> REPAIR <input type="checkbox"/> REPLACE <input type="checkbox"/> OTHER <input type="checkbox"/>
VALUE OF WORK: (Total all Trades): \$13,687,447.00	SQ. FT. (TOTAL) LINEAR FEET
DESCRIBE WORK: ONE AND THREE STORIES SOCIAL HALL AND LEARNING CENTER	
ARCHITECT/ENGINEER'S NAME: SETHAPIRO ASSOCIATES	
ADDRESS: 1150 KANE CONCOURSE, BAY HARBOUR, FL 33154	
PHONE# 305.866.7324	FAX# 305.866.7474 EMAIL: jame@schapiroassociates.com
MORTGAGE LENDER NAME:	

Ext. 212



# MEMORANDUM

ITEM NO. 9BB

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** August 11<sup>th</sup>, 2020  
**Subject:** Beachwalk Trimming

---

At the April 7<sup>th</sup> 2020 Special Commission Meeting, Town Administration was directed to provide a plan for the trimming of sea grapes (*COCCOLOBA UVIFERA*) located along the dune preserve areas within the Town of Surfside extents. Currently, the service is performed by Town Landscape Contractor as an additional service not included in maintenance contract. In order to obtain the best possible pricing, the Public Works Department contacted various contractors in order to obtain proposals for services.

After confirming with the Florida Department of Environmental Protection (FDEP), no permit is required for the trimming of sea grapes as long as certain maintenance requirements are met. The Department (FDEP) will exempt maintenance of sea grapes seaward of the Coastal Construction Control Line from the permitting requirements of Chapter 161, Florida Statutes, when the maintenance will not damage or destroy the plant. The Department (FDEP) has determined that the maintenance will not destroy the plant when following the guidelines listed below:

**Shrub(s):**

- Less than 72" in height.
  - No more than one third of the leaf mass of each plant may be removed in a single pruning event or in a single year

**Trees(s):**

- 6' in height, or more.
  - No more than one third reduction in the height of each tree annually,
  - Provided there is no more than one third of the leaf mass removed, annually.
  - Pruning shall not result in plant being reduced to less than six feet in height.

A total of three landscape contractors provided proposals for the trimming of all dune area sea grapes as per provided FDEP guidelines. The companies and their respective proposals were as follows:

1. Brightview Landscaping, \$10,452.00
2. Green Republic, LLC., \$35,200.00
3. Superior Landscaping, \$15,644.05

After reviewing all proposals submitted, Town Administration recommends contracting services with Brightview Landscaping for a total amount of \$10,452.00 for the trimming of existing sea grapes along dune area within Town of Surfside extents as per FDEP guidelines. Funding source for project is Ground Maintenance Account # 001-5000-539-5404. The account has \$16,250.00 allocated for sea grape maintenance.

Reviewed by: RS/HG

Prepared by: HG

Green Republic, LLC  
 15495 Sw 117th St  
 Miami, FL 33196 US  
 7865537381  
 raul@greenrepubliclandscaping.com  
 www.greenrepubliclandscaping.com

# Estimate

ADDRESS
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

SHIP TO
Town of Surfside FL 9293 HARDING AVENUE SURFSIDE, FL 33154

ESTIMATE #	DATE	
1207	05/07/2020	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>MISCELLANEOUS</b>	86 to 96 and Collins trimming of 33% of seagrapes	80	440.00	35,200.00

Price includes trimming of Seagrapes no more than 33%.  
 No more than 1/3 reduction in the height  
 Pruning.  
 No more than 1/3 leaf mass removal.

**TOTAL** **\$35,200.00**

Accepted By

Accepted Date

## Proposal for Extra Work at Surfside

Property Name	Surfside	Contact	Hector Gomez
Property Address	9293 Harding Ave Surfside, FL 33154	To	Town of Surfside
		Billing Address	9293 Harding Ave Surfside, FL 33154
		Customer PO#	FY2000232
Project Name	Sea grape trimming along Hard Pack MAY AND SEPTEMBER		
Project Description	Trim all lower branches to allow visibility under Sea Grape trees for Surfside Police Department		

### Scope of Work

QTY	UoM/Size	Material/Description	Unit Price	Total
52.00	HOUR	Arbor Crew- 3 Man Crew	\$201.00	\$10,452.00
1.00	EACH	ALL SEA GRAPE TREES TO BE TRIMMED IN MAY AND SEPTEMBER TO ALLOW FOR VISIBILITY UNDER TREE CANOPY	\$0.00	\$0.00

For internal use only

SO# 7208552  
JOB# 353900077  
Service Line 300

**Total Price** \$10,452.00

**THIS IS NOT AN INVOICE**

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.  
2711 SW 36 St, Dania Beach, FL 33312 ph. (954) 431-1111 fax

## TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law, and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
- Access to Jobsite:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.
- Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event the schedule for the completion of the work shall require more than thirty (30) days, a progress bill will be presented by month end and shall be paid within fifteen (15) days upon receipt of invoice.
- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

### Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

### Customer

#### Property Manager

Signature

Title

Hector Gomez

May 06, 2020

Printed Name

Date

### BrightView Landscape Services, Inc. "BrightView"

#### Account Manager, Senior

Signature

Title

Victor Perez

May 06, 2020

Printed Name

Date

Job #: 353900077 Proposed Price: \$10,452.00  
SO # 7208552

**SUPERIOR**

LANDSCAPING & LAWN SERVICE, INC.

P.O. Box 35-0095 · Miami · FL · 33135-0095  
Office (305) 634-0717 · Fax (305) 634-0744  
www.superiorlandscaping.com

Proposal  
Date

25194  
5/12/2020

**Customer/Billing Information**

Town of Surfside Public Work Dept.  
9293 Harding Ave  
Surfside FL 33154  
305-209-2270  
Hector Gomez

**Job Site Information**

Surfside Sea Grapes

33154

**Job Description**

This proposal consist of the following services:

The Town of Surfside to trim all the Sea Grapes in the Dune area as per FDEP guidelines below:

- \* (80) Trees
- \* 6' in height, or more
- \* No more than one third reduction in the height of each tree annually
- \* Provided there is no more than one third of the leaf mass removed, annually
- \* Pruning shall not result in plant being reduced to less than six feet in height
- \* The Sea Grapes are located on the walking path behind the Surf Club project from 88th Street to 96th Street. On Average, trees are approximately 8'-12' in height.
- \* Clean up and removal of all debris generated by this work

**Total Price     \$     15,644.05**

If an item or service is not specifically detailed or included in the proposal provided then it is excluded and has not been not considered for pricing

**Thank you for your consideration of this proposal. If you have any questions, please contact     Julio Lumbi     at (305) 634-0717**

**Guarantee:** Superior Landscaping & Lawn Service, Inc. is not liable or responsible for any loss, repair or replacement of any of the above mentioned due to high winds, hail, lightning storms, heavy rains, vandalism, floods, heat, construction, insect plagues or infestation, inadequate irrigation, tornadoes, hurricanes or other Acts of God.

**ACCEPTANCE OF PROPOSAL**

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope and terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defects.

**Owner or Owner's Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Contractor:**

Superior Landscaping & Lawn Service, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Thank you for your business!**





# MEMORANDUM

ITEM NO. 9CC

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason D. Greene, Interim Town Manager  
**Date:** September 10, 2020  
**Subject:** Community Center Pool Deck Lighting

---

As requested at a prior Commission meeting, the Parks and Recreation Department has looked into an engineering firm to assist in the feasibility and basic design criteria to purchase portable or permanent pool deck lighting. This analysis would include a review of all Florida Building Code (FBC) and Town of Surfside Code of Ordinances covering turtle protection, and the Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Commission (FWC) guidelines. Please note that a recommendation by RC Engineering, Inc. was that feasibility study would have a very low possibility of a positive outcome. Please see attached (Item A).

Additional annual operational costs would include additional staff, utilities, and pool chemicals. The estimated cost for temporary LED lights would be approximately \$60,000. The estimated cost for permanent pool deck lighting to include LED lights would be approximately \$255,000. This cost does not include engineering fees, feasibility fees, or permitting cost.

Pool deck lighting has been an agenda item numerous times for review and recommendation by the Parks and Recreation Committee. Based on the cost along with minimum public demand for lights/night swim for the months of November through March, the Committee's recommendation was to not move forward. Also included in the committee's recommendation was the storage, setup and breakdown issues with portable lighting.

The staff is requesting direction from the Town Commission to move forward with the process.

Reviewed by: JG

Prepared by: TM

**Pool Lighting**  
**Surfside, Florida**  
**2020-05-06**  
**RC Engineering Inc.**  
**David Rice PE**

**Requirements:**

Florida Building Code (FBC)

454.1.4.2 Lighting

454.1.4.2.1 Outdoor Pool Lighting

3 footcandles at pool water surface and pool wet deck and underwater lighting ½ watt per sq. ft.

454.1.4.2.3 Underwater Lighting

Underwater lighting can be waived if 15 footcandles At pool water surface and pool wet deck.

Surfside Code of Ordinance, Article VI,

Lighting Regulations for Marine Turtle Protection

Section 34.84 Lighting Standards for Coastal Construction Activities

**Conclusion:**

The Florida Building Code (FBC) and the Surfside Code of Ordinance covering turtle protection sets very strict requirements for installing outside pool lighting at a beach. A feasibility study would have to be performed to determine if the outside pool lighting is possible. The cost for a feasibility study would be based on hourly rates. The total cost for a feasibility study could easily exceed \$5,000.00.

**From:** [Tim Milian](#)  
**To:** [Jason D. Greene](#)  
**Subject:** FW: Pool deck lights  
**Date:** Thursday, August 27, 2020 3:17:28 PM  
**Attachments:** [image001.png](#)  
[Surfside Pool Lighting.pdf](#)

---



**Tim Milian**  
**Town of Surfside**  
**Parks & Recreation Director**  
**(305) 866-3635 Ext. 282**

### A sense of COMMUNITY...It Starts In Parks



#### **PUBLIC RECORDS ACT NOTIFICATION**

**You are hereby notified that in accordance with Florida's very broad public records law, most written communications to or from public employees or officials regarding public business are public records and are available to third parties upon request. Accordingly, this e-mail communication may be subject to public disclosure in accordance with Chapter 119, Florida Statutes.**

---

**From:** David Rice <[drice@rc-eng.com](mailto:drice@rc-eng.com)>  
**Sent:** Wednesday, May 6, 2020 1:20 PM  
**To:** Tim Milian <[tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)>  
**Subject:** Re: Pool deck lights

See the attached short report.

I do not recommend that you pay for a feasibility report. The probability of positive results is very low.

Thanks

Dave Rice PE  
RC Engineering Inc  
w 954-757-7900

---

**From:** Tim Milian <[tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)>  
**Sent:** Monday, May 4, 2020 2:38 PM  
**To:** David Rice <[drice@rc-eng.com](mailto:drice@rc-eng.com)>  
**Subject:** Pool deck lights

Hi David,

Any info on pool deck lighting along with turtle restrictions can you please send me. Thanks



**Tim Milian**  
**Town of Surfside**  
**Parks & Recreation Director**  
**(305) 866-3635 Ext. 282**

### A sense of COMMUNITY...It Starts In Parks



#### **PUBLIC RECORDS ACT NOTIFICATION**

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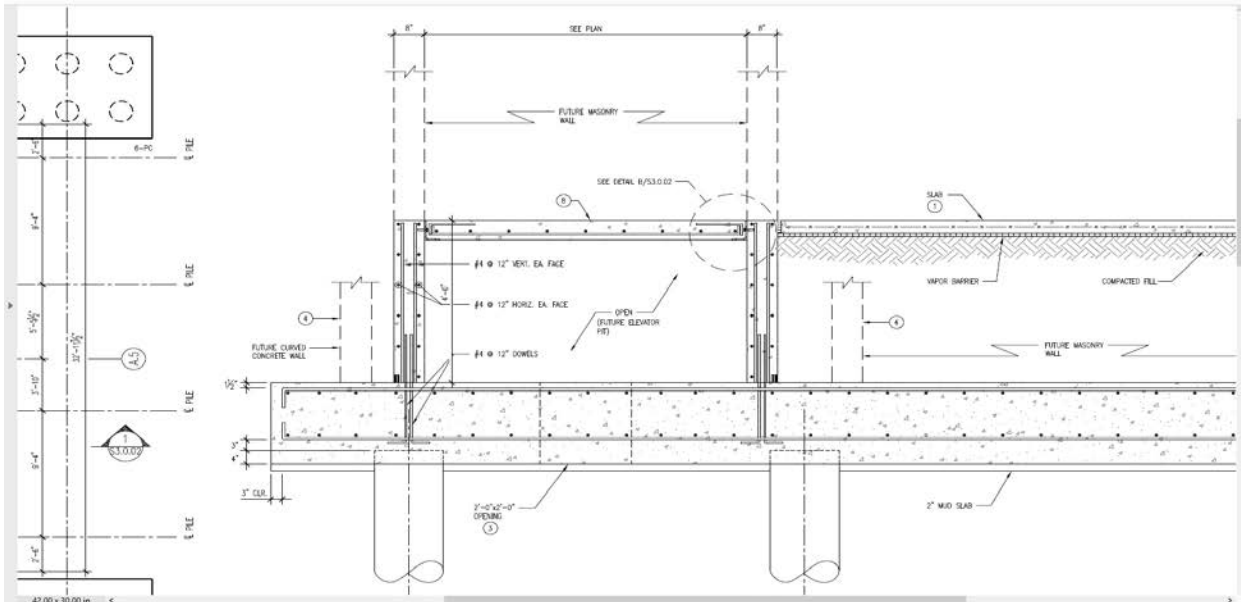


# MEMORANDUM

ITEM NO. 9DD

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** May 12, 2020  
**Subject:** Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3<sup>rd</sup> Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6<sup>th</sup> Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



# MEMORANDUM

ITEM NO. 9EE

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Jason D. Greene, Interim Town Manager  
**Date:** September 10, 2020  
**Subject:** Designated (Painted) Walking Areas in the Residential District

---

At the April 16<sup>th</sup>, 2020 Special Commission Meeting, Town Administration was directed to provide a plan to create designated (painted) pedestrian areas in the single-family residential district. The Town Administration reviewed implemented plans in nearby municipalities to determine available options and related costs.

Due to width limitations of residential roadways and the shared purpose of roadways for vehicular circulation, parking, pedestrian and non-motorized vehicles, the Town Commission should consider creating only one designated (painted) walking areas along the roads. In addition, the Town Commission should also give direction indicating the streets to be considered. The minimum allowed sidewalk width for the American Disability Act (ADA) purposes is 36-inches. For purposes of the designated (painted) walking area, a 5-foot width is considered for use which is a typical residential concrete sidewalk width.

A typical Town block within the residential area is approximately 240-feet wide from west to east and 635-feet long from north to south. For purposes of pricing, a typical unit block will be considered as 875-feet which includes the combination of 240-feet wide from west to east and 635-feet long from north to south. For example, a typical block with proposed designated (painted) walking area can be Carlyle Avenue from 90<sup>th</sup> Street to 91<sup>st</sup> Street (northern) and Carlyle Avenue to Dickens Avenue along 91<sup>st</sup> street (eastern).

**Picture A** – “Typical Unit Block” below outlines a visual representation of a typical unit block and proposed pathway along one side of street and avenue.



Picture A – “Typical Unit Block”

The Town reviewed previous projects by City of Miami Beach, Bay Harbor Islands and obtained private market pricing from vendors in order to determine a unit cost per typical block. As a result, **Table A – “Cost Options”** below was composed in order to provide cost options for various designated walking areas in the residential district:

Option Number	Description of Option	Cost per Linear Feet	Total Cost Per Block	Town-wide Implementation Cost
1	White Line Shared Lane	\$2.50	\$2,187.50	\$135,625.00
2	Green Cover Shared Lane	\$45.00	\$39,375.00	\$2,441,250.00

**Table A – “Cost Options”**

**Attachment A – “Visual Representations”** provides a visual representation of each option as installed in actual locations and provides further description of each option. Due to existing roadway conditions and right of way encroachments, options are limited to the ones presented. These two options are the only ones approved by Miami-Dade County as seen in the attached email.

In order to implement any type of additional shared lanes, Miami-Dade County would need to approve the proposed design since the roadways are under county jurisdiction. The application process requires an application along with corresponding documents such as engineered drawings. An engineer of record will be required for the composition of the documents. The Town currently has an open Request for Qualifications (RFQ) for engineering services. Based on the Town Commission direction and the results from the RFQ, an engineer of record can be picked for the documents required.

Per discussions with Miami-Dade County, options of shared roadways on asphalt surfaces are limited to provided options in Attachment A.

The Town Administration recommends that the Town Commission discuss proposed options provided. Based on direction, the Town administration will work with a qualified engineer from the RFQ pull in order to execute application process and documentations required with the county.

Reviewed by: JG

Prepared by: HG



**OPTION A - WHITE SHARED LANE**

White shared lane samples were installed as part of a previous project within the Town of Surfside. In installed samples, the white shared lanes are of pavement paint material. The cost option is priced as thermoplastic marking which creates a reflection during night time and has a longer duration life.



**OPTION B - GREEN COVER SHARED LANE**

This option is typical of bicycle and shared use lanes. Shared use lanes are depicted by two arrows above bicycle icon. The option can be encountered along Byron Ave between 85th Street to 87th Street within the City of Miami Beach. The material is a proprietary material only applied by a limited amount of contractors. The bicycle icon can be removed or changed to a pedestrian similar to Option A.

LAST  
REVISION  
05/19/2020

DESCRIPTION:  
OPTIONS FOR SHARED LANES



TOWN OF SURFSIDE

PAINTED LANES OPTIONS

SCALE:  
N.T.S.

SHEET  
1 of 1



**From:** [Randy Stokes](#)  
**To:** [Fernandez\\_Yanek \(DTPW\)](#)  
**Cc:** [Jason D. Greene](#)  
**Subject:** RE: bike and ped path  
**Date:** Tuesday, August 25, 2020 2:23:41 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

---

Thank you Yanek



**Randy Stokes**

Public Works Director  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863 Ext. 235  
Fax (305) 861-1302  
[rstokes@townofsurfsidefl.gov](mailto:rstokes@townofsurfsidefl.gov)

---

**From:** Fernandez, Yanek (DTPW) <Yanek.Fernandez@miamidade.gov>  
**Sent:** Tuesday, August 25, 2020 2:13 PM  
**To:** Randy Stokes <rstokes@townofsurfsidefl.gov>  
**Subject:** FW: bike and ped path

Good Afternoon Randy,

The only two options available for an on-road bike lanes 4' in width adjacent to a standard vehicle lane (10'-11' in width) are:

1. Bike lanes demarcated with a thermo white longitudinal line and with bike symbols and arrows :



- 2-Same as above adding green color at conflict points or continuously thru the bike lane. Only green is approved as a traffic control device for use on bicycle facilities in the US. Note that even when green is implemented the longitudinal thermo line and the bike symbols are required on the bike lane.



With respect to the submitted plan the first picture shown is not approved as it has a pedestrian symbol.



The second picture is correctly shown but the description is not right. This is a bike lane not a shared lane. The two arrows described on the second pictures actually refer to a shared lane which is the case where bicycles and vehicles share the same space...very different to a bike lane.



Thanks,

*Yanek Fernandez*, P.E., PTOE, PTP

Traffic Engineering Division  
111 NW 1 Street  
Miami FL 33128  
305-375-1847

---

**From:** Randy Stokes <[rstokes@townofsurfsidefl.gov](mailto:rstokes@townofsurfsidefl.gov)>  
**Sent:** Tuesday, August 25, 2020 11:18 AM  
**To:** Fernandez, Yanek (DTPW) <[Yanek.Fernandez@miamidade.gov](mailto:Yanek.Fernandez@miamidade.gov)>  
**Subject:** bike and ped path

EMAIL RECEIVED FROM EXTERNAL SOURCE.

Good morning Yanek,

Attached are Surfside's 2 proposed Bike/Ped lanes in our residential area. Please confirm these are our only options in design and color.

Thanks for all your help,



**Randy Stokes**

Public Works Director  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863 Ext. 235  
Fax (305) 861-1302  
[rstokes@townofsurfsidefl.gov](mailto:rstokes@townofsurfsidefl.gov)

NOTE: Florida Public Records Law provides that most written communications to or from Municipal employees regarding town business are public records, available to the public and media upon request. Therefore, this e-mail message may be subject to public disclosure.

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** April 14, 2020  
**Subject:** Comparison of 2006 code to 2020 code

---

The attached tables describe the differences between the 2006 code and the 2020 code per zoning district. The most significant changes from the 2006 code are summarized below:

1. Single family district requires additional setbacks for second story and limits the square footage of a second story based on the percentage of the first story.
2. Single family homes have a 10-foot base flood elevation requirement versus 8 feet in 2006 in keeping with FEMA requirements.
3. Single family lot coverage (what can be seen under roof from above) currently has certain exclusions, such as patios. Previously, anything under roof qualified as lot coverage.
4. Multifamily properties on the east side of Harding Avenue can have a length up to 90 feet if there is a 17-foot gap in the façade. Previously, the requirement was a maximum of 50 feet with the option to go up to 100 feet with a 25-foot recess.
5. Multifamily properties on the west side of Collins Avenue can have a length up to 250 feet if there is a 17-foot gap in the façade versus 150 feet, however hotels are limited to 150 feet in length.
6. Significant landscape requirements for multifamily and hotel uses were added.
7. Height is limited by the Charter and has not been changed in any district. It should be noted that the increase in base flood elevation means that the first habitable floor is higher now than prior to 2006. However, height is measured from the crown of the road to the top of the building and therefore the increase in base flood elevation has not increased overall height.
8. Minimum window openings, design features and wall plane elevation changes were added to all zoning districts.

Single family waterfront lots		RS-1 (2006 Code)	H30A (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
Stories	2	2	2
	Base Flood Elevation	8 ft	10 ft
Lot Width (Min)	50 ft	50 ft	50 ft
	Lot area / dwelling (Min)	8,000 sq ft	8,000 sq ft
Lot Coverage (Max)	40%	40%	40%
	Minimum FI Area (Min)	2,500 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Primary	20 ft	20 ft	20 ft
	Interior side	5 ft	5 ft
Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 <sup>nd</sup> story, not to exceed 80% of the first
Rear	20 ft	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)	50% of front yard and 40% of rear yard to be landscaped.	50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

Single family interior lots		RS-2 (2006 Code)	H30B (2020 Code)
Height	Principal Building	30 ft	30 ft
	Accessory	12 ft	12 ft
Stories	2	2	2
	Base Flood Elevation	8 ft	10 ft
Lot Width (Min)	50 ft	50 ft	50 ft
	Lot area / dwelling (Min)	5,600 sq ft	5,600 sq ft
Lot Coverage (Max)	40%	40%	40%
	Minimum FI Area (Min)	1,800 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Primary	20 ft	20 ft	20 ft
	Interior side	5 ft	5 ft
Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of the frontage
	Second floor interior side setbacks	No additional setbacks required	An average of 5 – 10 additional feet depending on the size of the 2 <sup>nd</sup> story, not to exceed 80% of the first
Rear	20 ft	20 ft	20 ft
	Secondary (corner only)	10 ft	10 ft
Pervious Area (Min)	50% of front yard and 40% of rear yard to be landscaped.	50% of front yard and 40% of rear yard to be landscaped.	35% minimum pervious area for total lot. 50% of front yard and 20% of rear yard to be landscaped.

		RD-1 (2006 Code)			H30C (2020 Code)
Determination	Single family	Two-family	Multi-Family	Zoning District	
Height (Max)	Principal Building	30 ft	30 ft	30 ft	
	Accessory	12 ft	12 ft	12 ft	
340 Lot	Stories	2	2	2	
	Lot Width (Min)	50 ft	50 ft	50 ft	
Lot	Lot area / dwelling (Min)	5,000 sq ft	2,500 sq ft	2,000 sq ft	
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	
Setbacks (Min)	Minimum FI Area (Min)	1,800 sq ft	950 Sq ft	Based on use	
	Primary	20 ft	20 ft	20 ft	
Maximum frontage	Interior side	5 ft	5 ft	7 ft	
	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	10% of frontage	
Pervious Area (Min)	Rear	20 ft	20 ft	10 ft	
	Secondary (corner only)	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	10 ft, 15 ft on east west lots	
Pervious Area (Min)	Maximum frontage	100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	100 feet with 25 foot recesses or 50 feet without recesses	
	Pervious Area (Min)	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback	

90 feet subject to 3 conditions; and equivalency

20%

		RM-1 (Old Code)		H40 (2020 Code)	
Determination		Multi Family	Hotel & Motel	Width is ≤ 50 ft	Width is > 50 ft
Height (Max)	Principal Bldg	40 ft	40 ft	40 ft	40 ft
	Accessory	Not Specified	Not Specified	12 ft	12 ft
	Stories	3	3	1 and 2 family = 2 MF and Hotel = 3	1 and 2 family = 2 MF and Hotel = 3
Lot	Lot Width (Min)	75 ft	100 ft	50 ft	50 ft
	Lot area / dwelling (Min)	750 Sq ft	400 Sq ft	Not Specified	Not Specified
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	Not Specified
	Minimum FI Area (Min)	Based on use	Based on Use	Not Specified	Not Specified
Setbacks (Min)	Primary*	20ft	20 ft	20 ft; 25 ft for portions above 30 feet; except historic bldgs.	20 ft; 25 ft for portions above 30 feet; except historic bldgs.
	Interior side	7 ft	7 ft	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Interior side for lots over 50 ft in width	10% of frontage	10% of frontage	6 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater	7 ft minimum or 10% of the total interior frontage up to 15 ft, whichever is greater
	Rear	10ft	20 ft	10 ft	10 ft
	Secondary (corner only)	10ft	10 ft	10 ft	10 ft
Maximum frontage	150ft with 25 foot recesses or 75 feet without recesses			150 ft for hotels, 150 ft, or up to 250 ft with equivalent gaps of 17 ft in width for multi-family	
Pervious Area (Min)	50% of the front setback, 40% of rear setback	50% of the front setback, 40% of rear setback		50% of the front setback plus 20% of overall site	50% of the front setback plus 20% of overall site

\*2006 code identified the "primary" front setback on a corner lot as the shorter of the two streets. This was modified in the current code to add that if the parcel is on Collins or Harding, that frontage becomes the primary front setback, regardless if the Collins or Harding portion of the lot is shorter. This to provide greater setbacks on Collins and Harding.

		RT-1 (2006 Code)		H120 (2020 Code)	
<u>Determination</u>		<u>Multi-Family</u>	<u>Hotel and Motel</u>	<u>Zoning District</u>	
Height (Max)	Principal Building	120 ft	120 ft	120 ft	
	Accessory	Not Specified	Not Specified	12 ft	
Lot	Stories	12	12	12	
	Lot Width (Min)	100 ft	150 ft	50 ft	
	Lot area / dwelling (Min)	400 Sq ft	Not Specified	Not Specified	
	Lot Coverage (Max)	Not Specified	Not Specified	Not Specified	
	Minimum FI Area (Min)	Based on use	Based on use	Based on use	
Setbacks (Min)	Primary	40 ft	40 ft	40 ft	
	Interior side	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10 ft, additional side setbacks when the building exceeds 30 feet in height.	10% of the frontage, no less than 10 feet, additional side setbacks when the building exceeds 30 feet in height.	
	Rear	30 ft	30 ft	30 ft	
	Secondary (corner only)	20 ft	20 ft	10% of the lot frontage, no less than 20 feet	
Maximum frontage	150 ft	150 ft	150 ft		
Pervious Area (Min)	50% of the front setback	50% of the front setback	20%		





# MEMORANDUM

ITEM NO. 9JJ

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 23, 2020  
**Subject:** Stormwater Master Plan

---

At the April 28<sup>th</sup>, 2020 Special Commission Meeting, Town Administration was directed to report back to the Commission regarding the Town's statutory requirement for a Stormwater Master Plan. The following information relates to the requirements and uses for Stormwater Master Plan.

- If a municipality operates a stormwater utility (such as the Town does), a stormwater management program is required by FS 403.0891, which includes stormwater master plan for planning and improvement purposes per Rule 62-40.431(3)(d), Florida Administrative Rules. The County requires that National Pollution Discharge Elimination System (NPDES) regulations and best management practices are followed for water quality, which is a stormwater management program, not a stormwater master plan.
- The difference – A Stormwater Master Plan is a planning tool; the management program is a compliance tool.
  - The Stormwater Master Plan considers and models existing flooding areas (often identified by staff and residents) and future conditions (such as sea level rise) in order to:
    - Develop solutions to improve the flooding level of services (LOS)
    - Establish Future goals and regulations.
    - Recommend a capital improvement program that is both technically sound and financially supportable.
    - Provide a foundation for future policy decisions.
    - Incorporate and update the stormwater management plan in order to comply with state and federal National Pollutant Discharge Elimination System (NPDES) regulations.
- Most local governments have a Stormwater Master Plan and update it every 5-10 years to keep it current since it establishes the Capital Improvement Program (CIP) and helps stay in compliance with NPDES requirements.

The Town did commission the completion of portions of the plan (ICPR model) in 2008 as part of the infrastructure rehabilitation project but did not commission the completion of a complete Stormwater Master Plan.

To address the Commissions inquiries regarding costs of the plan, we have compiled the data on Stormwater Master Plan costs from other jurisdictions. These plans were publicly bid and not completed by CGA; they were completed by other engineering firms.

	SqMiles	Price	Year	Years ago	Avg CPI increase	Adjusted CPI Price	\$/SQ Mi
Port Ft Pierce	0.04	\$ 188,663.00	2018	2	2.50%	\$198,214.06	\$5,663,258.98
Bal Harbour Village	0.38	\$ 136,675.00	2014	6	2.50%	\$158,501.10	\$417,108.15
Golden Beach	0.32	\$ 168,800.00	2000	20	2.50%	\$276,598.46	\$864,370.17
Surfside	0.56	\$ 175,980.00	2020	0	2.50%	\$175,980.00	\$314,250.00
Key Biscayne	1.25	\$ 293,000.00	2011	9	2.50%	\$365,916.85	\$292,733.48

Reviewed by: JG/LA

Prepared by: CG

# MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Item 13.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Sustainability Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 6, 2020

TITLE: **DISCUSSION: ESTABLISHMENT OF PENALTIES FOR PROPERTY OWNERS ENGAGING IN DEMOLITION BY NEGLECT**

**ACTION REQUESTED:**

**Conclude the item and recommend that the City Commission adopt the attached ordinance.**

**ADMINISTRATION RECOMMENDATION:**

**Discuss the item and recommend that the City Commission adopt the attached ordinance.**

**HISTORY:**

On July 17, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the discussion item to the Land Use and Development Committee (Item C4 O). The item was discussed at the September 18, 2019 LUDC meeting, and continued to the October 30, 2019 meeting with the following direction:

1. The administration and City Attorney's office will research and provide recommendations regarding a process for imposing proportional fines, development and use reductions, and building registrations.
2. The administration will bring a discussion item to the October 8, 2019 meeting of the Historic Preservation Board for recommendations on posting unsafe structures on the city's website.

On October 30, 2019, the item was discussed and continued to the December 2, 2019 LUDC, with the following direction:

1. The administration and the City Attorney will further evaluate the recommendations noted in the LUDC memo regarding proportional fines and building registry, as well as creating a process for as-built drawings of contributing structures.
2. Recommend that the City Commission refer the proposed amendment to chapter 118, article X, pertaining to a presumption clause, to the Planning Board.
3. The addresses of properties that have both an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official will be posted on the City website. This list shall be posted within the Building Department webpage, and the Planning Department webpage shall contain a direct link.

The December 2, 2019 LUDC meeting was cancelled, and the item was moved to the January 21, 2020 agenda of the newly created Land Use and Sustainability Committee. On January 21, 2020 the item was continued to the February 18, 2020 LUSC meeting. On February 18, 2020 the item was continued to March 17, 2020. The March 17, 2020 was cancelled and the item was moved to the May 6, 2020 LUSC agenda.

**ANALYSIS:**

**PLANNING AND LEGAL ANALYSIS**

On October 8, 2019, the Historic Preservation Board discussed the matter and recommended that the City begin the process of posting the addresses of properties that have an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official on the City website. The Board also recommended that this information be available on either the Building Department or Planning Department page.

As indicated on October 30, 2019, planning staff and the City Attorney's office have researched and discussed other options to address demolition by neglect in historic districts. The following is an update and summary of these efforts:

1. Fines. The way properties are currently fined is general and not specific to the size of the building. The administration and the City Attorney's office have researched the concept of proportional fines and it appears that it is not pre-empted under State law. The administration and the City Attorney are exploring potential amendments that *would result in* more proportional fines for larger buildings.
2. Building Registry. The Building Department is researching and evaluating a method to establish a building registry process.

**UPDATE**

The ordinance pertaining to the presumption clause, as previously recommended by the Land Use and Development Committee, is pending before the City Commission and scheduled to be adopted on May 13, 2020. Additionally, a list of unsafe buildings has been posted on the City website, with a direct link from the planning department webpage.

About as-built drawings, as indicated previously, there are a couple of different options; each, however, has a budget impact and would need to be part of a budget enhancement for FY 2021. These include hiring an architectural firm or local University to do built drawings based upon available archival plans and a field assessment. Another potential option would be laser scanning and point cloud files that are then rendered. In those instances where a contributing building is proposed to be replaced or substantially modified, the Architect of record already puts together a detailed set of as-built drawings. Given the current limited need for such drawings on an emergency basis, as well as the potential cost of computer software required, the administration recommends that such a process not move forward at this time.

The administration has reviewed a model building registry ordinance from the City of Riviera Beach, as well as an updated list of abandoned commercial properties, which is color coded based on priority. Also included in the list of properties is the number of stories and the square footage to assist with determining appropriate, proportional fees. The attached draft ordinance, which amends chapter 58 of the City Code, and creates a building registry process specific to Miami Beach. The following is a summary of the key points of the proposed ordinance:

- Terms specific to the proposed Abandoned and Vacant Properties Registry have been defined.
- Division 4 has been created within chapter 58, establishing an Abandoned and Vacant Properties Registry.
- Applicability: All properties within a locally designated historic district are subject to the Abandoned and Vacant Properties Registry. A property must register within 15 days of becoming abandoned or vacant.
- Detailed registration requirements have been developed. This includes a nonrefundable annual registration fee in the amount of two hundred dollars (\$200) per property, as well as a nonrefundable annual fee of thirty cents (\$0.30) per square foot shall be paid for any building or structure that exceed three (3) stories. This tiered approach to assessing fees will have a greater impact on larger structures, which are typically more vulnerable to demolition by neglect.
- A responsibility for compliance section is established, requiring that is the responsibility of the owner to maintain the property in accordance with the provisions in this article.

The administration believes that the proposal herein will create a fair and transparent process for tracking at risk properties within the City's local historic district. Additionally, it will allow for the City to proactively monitor the conditions of the structures, and better enforce the demolition by neglect section of the City Code.

The one section of the legislation that still needs to be worked out is the administering City department for the registry. The administration is discussing this internally, and it is anticipated that this piece of the legislation will be ready for first reading.

**Applicable Area**

Citywide

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?**

Yes

**Does this item utilize G.O. Bond Funds?**

No

**Departments**

Planning

**ATTACHMENTS:**

Description	Type
□ <a href="#">Draft ORD - Building Registry</a>	Memo

ORDINANCE NO. 20 - \_\_\_\_\_

1  
2  
3 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**  
4 **SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF**  
5 **ORDINANCES BY AMENDING SECTION 90-2 “DEFINITIONS” TO**  
6 **AMMEND THE DEFINITION OF LOT COVERAGE TO PERMIT AMEND**  
7 **EXCEPTIONS TO LOT COVERAGE REQUIREMENTS; PROVIDING FOR**  
8 **SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE;**  
9 **PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE**  
10 **DATE.**

11  
12 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
13 Statutes, provide municipalities the authority to exercise any power for municipal purposes,  
14 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

15 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it  
16 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”)  
17 in order to update regulations and procedures for maintain consistency with state law and to  
18 implement municipal goals and objectives; and

19 **WHEREAS**, at its regular Commission meeting on \_\_\_\_\_, the Town Commission directed  
20 staff to evaluate and prepare an ordinance amending the Town’s Code to \_\_\_\_\_; and

21 **WHEREAS**, the Town Commission wishes to amend Section 90-2, of the Town Code to  
22 amend the permitted exceptions to lot coverage regulations; and

23 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town,  
24 held its hearing on the proposed amendment on \_\_\_\_\_ with due public notice and input;  
25 and

26 **WHEREAS**, the Town Commission held its first public hearing on \_\_\_\_\_ 2020, and  
27 recommended approval of the proposed amendments to the Code of Ordinances having complied  
28 with the notice requirements of the Florida Statutes; and

29 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
30 these regulations as required by law on \_\_\_\_\_, 2020 and further finds the proposed changes  
31 to the Code necessary and in the best interest of the community.

32 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF**  
33 **THE TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:**

34 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein  
35 by this reference:

36 **Section 2. Town Code Amended.** Section 90-2 “Definitions” of the Surfside Town Code  
37 of Ordinances is hereby amended and shall read as follows<sup>1</sup>:

38  
39 **Sec. 90-2. - Definitions.**

40 \* \* \*

41 *Lot coverage:* The percentage of the total area of a lot that, when viewed from above, would be  
42 covered by all principal and accessory buildings and structures, or portions thereof; provided  
43 however that ~~allowable exclusions, as described under "floor area,"~~ the following shall not be  
44 included in determining the building area:

- 45 (1) Uncovered steps and exterior balconies up to a maximum of [redacted] square feet;  
46 (2) Uncovered terraces, patios, breezeways, or porches which are open on two (2) sides;  
47 and  
48 (3) Covered terraces, patios, breezeways, or porches which are open on two (2) sides up  
49 to a maximum of [redacted] square feet.

50 In no event may exempt area exceed [redacted] % of lot size.

51 \* \* \*

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

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

60  
61 **Section 7. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or  
62 Resolutions in conflict herewith are hereby repealed.

63  
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.

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

65

66 **PASSED** and **ADOPTED** on first reading this \_\_\_ day of \_\_\_\_\_, 2020.

67

68 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

69

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71 On Final Reading Moved by: \_\_\_\_\_

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73 On Final Reading Second by: \_\_\_\_\_

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76 **FINAL VOTE ON ADOPTION:**

77 Commissioner Nelly Velasquez \_\_\_\_\_

78 Commissioner Eliana R. Salzhauer \_\_\_\_\_

79 Commissioner Charles Kesl \_\_\_\_\_

80 Vice Mayor Tina Paul \_\_\_\_\_

81 Mayor Charles W. Burkett \_\_\_\_\_

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85 Charles W. Burkett, Mayor

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89 **ATTEST:**

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91 \_\_\_\_\_

92 Sandra Novoa, MMC, Town Clerk

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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.

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

96

97 \_\_\_\_\_

98 Weiss Serota Helfman Cole and Bierman, P.L.

99 Town Attorney

DRAFT

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.





**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:** 9WW

**Date:** August 31, 2020

**From:** Vice Mayor Tina Paul

**Subject:** Resident Survey Regarding Kayak Launch

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**Objective** – To find out how many residents are interested in having a kayak launch within the Town, and share their expectations and ideas in order to proceed with a course of action and implementation of a Town kayak launch.

**Consideration** – Several residents have emailed or spoken at Commission meetings in favor of a Kayak launch within the Town. It would be good to know how many residents would like to see the Town implement a kayak launch site, to determine a suitable location to accommodate current and future uses.

In 2012 and 2013, and 2017, the Town entered into project agreements with the Florida Inland Navigation District for grants and assistance funding related to seawall restoration and replacement (FIND Grants). The project agreements provide that these areas shall be readily accessible on a non-exclusive basis to the general public, without regard to residency. Any activities on seawalls funded by the FIND Grants must be open to all members of the public, and not restricted to Surfside residents.

It should be noted that the street ends are considered passive access areas to the waterways where possible, with limitations on parking, ADA accessibility and lack of physical access and facilities. Unauthorized or improper launching of a kayak from the seawall can damage the seawall and possibly cause injury to persons due to an unsafe manner or environment. Fishing from any public property at any time, except a public beach between the hours of 8 pm and 8 am is prohibited in Section 86-2 of the Town Code. This has been in Town Code since 1960 and was revised in 1995 and 1997.

As a first step, it is important to know how many residents desire that the Town implement an area for a kayak launch or fishing. If it is the will of the majority of residents to implement a kayak launch, the Town would then need to identify a location

for the kayak launch. Any location with access to the Bay would require that the Town obtain a Submerged Land Lease or permission of the State of Florida for a floating dock or observation deck, as well as permitting and approval by Miami-Dade County and DERM for the dock. Other requirements and considerations include compliance with ADA accessibility, public access, addressing parking requirements and physical requirements for users and launch of the kayaks. The Town may want to engage a coastal engineering firm to do a feasibility study to perform a comprehensive review and analysis of available kayak launch sites and address environmental aspects, permitting and approvals and physical issues in order to ensure safe and correct implementation.

Another option for consideration is the purchase of a parcel of land to be utilized for the purpose of a kayak launch and fishing, while simultaneously serving as an adult and family park, with outdoor fitness equipment, seating and limited parking. This would support the Town's priority of sustainability and resilience by providing more green space and can include a rain garden to collect stormwater and reduce flooding. There are currently vacant lots in Town that could be purchased with these purposes in mind. This option would provide essential green space and an additional park for residents to enjoy the natural setting of the Bay.

**Recommendation** – Begin this discussion by providing a survey to be published in the Town Gazette, and eBlast for resident participation in order to ascertain resident feedback for a Town kayak launch and fishing site. Included on the next page are a sample of recommended survey questions for residents.

## Resident Survey Regarding Kayak Launch - sample questions

Would you like to have a Kayak launch in Surfside?

Yes / No

What is the ideal location for this?

A Street End • 96<sup>th</sup> Street Park • A New Park Facility dedicated to Surfside residents

Do you support the purchase of vacant land by the Town to facilitate this?

Yes / No

Would you like the space to include Fishing?

Yes / No

Would you like the space to be available for picnics?

Yes / No

Would you like the space to have outdoor fitness equipment?

Yes / No

Would you like the space to have a facility with restrooms?

Yes / No

