



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA  
January 14, 2021  
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**

**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. McCready, MMC, Town Clerk**

- December 8, 2020 Regular Town Commission Meeting Minutes (Pages 1-27)

**\*B. Town Manager's Report – Andrew Hyatt, Town Manager (Pages 28-37)**

**\*C. Town Attorney's Report – Weiss Serota, Town Attorney (Pages 38-44)**

**D. Committee Reports - Andrew Hyatt, Town Manager (Pages 45-74)**

- September 24, 2020 Planning and Zoning Board Meeting Minutes
- November 9, 2020 Tourist Board Meeting Minutes
- November 16, 2020 Parks and Recreation Committee Meeting Minutes
- November 19, 2020 Downtown Vision Advisory Committee Meeting Minutes
- December 1, 2020 Downtown Vision Advisory Committee Meeting Minutes

**E. Installation of a New on-site 2000 Gallon Above-Ground Unleaded Fuel Storage Tank to Replace an Existing 2500 Gallon Under-ground Storage Tank at Town Hall Government Complex- Andrew Hyatt, Town Manager (Pages 75-85)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FLORIDA PUMP AND METER, LLC, FOR THE INSTALLATION OF AN ONSITE ABOVEGROUND FUEL STORAGE TANK AT THE TOWN HALL GOVERNMENT COMPLEX; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**F. Youth Sports Program Coaches (Soccer and Tennis) – Andrew Hyatt, Town Manager (Pages 86-102)**

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

**G. HPF Associates, Inc. Authorization Expend Funds – Andrew Hyatt, Town Manager (Pages 103-120)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH THE UNDERGROUNDING OF UTILITIES; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. Procurement of four 2021 Police Vehicles, Marked Hybrid Ford Police SUV Interceptor Vehicles - Andrew Hyatt, Town Manager (Pages 121-132)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2021 FORD UTILITY POLICE INTERCEPTOR HYBRID VEHICLES, TOGETHER WITH EMERGENCY LIGHTING EQUIPMENT, GRAPHICS AND RADIO EQUIPMENT FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES AND EMERGENCY LIGHTING EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY, AND AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. Main Pool and Spa Diamond Brite Resurfacing - Andrew Hyatt, Town Manager (Pages 133-144)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING DIAMOND BRITE POOL RESURFACING WORK FOR THE TOWN'S COMMUNITY CENTER MAIN POOL AND SPA FROM ALL FLORIDA DISTRIBUTORS, INC. D/B/A ALL FLORIDA POOLS & SPA CENTER; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**J. FY 2021 Budget Amendment Resolution No. 4 – Andrew Hyatt, Town Manager (Pages 145-148)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**4. Ordinances**

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

**A. Second Reading Ordinances**

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

**B. First Reading Ordinances**

**1. Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies- Andrew Hyatt, Town Manager (Pages 149-155)**

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, “REGULATED USES”, TO CHANGE THE LIST OF PERMITTED ACCESSORY USES TO ALLOW PET GROOMING AS ACCESSORY TO RETAIL PET SUPPLIES IN THE SD-B40 ZONING DISTRICT AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; 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 96<sup>th</sup> Street Park– Andrew Hyatt, Town Manager (Pages 156-250)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR DESIGN AND ARCHITECTURAL PROFESSIONAL SERVICES FOR RECONSTRUCTION OF 96TH STREET**

**PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. Street Closure Bay Drive at 96<sup>th</sup> Street – Charles Burkett, Mayor (Pages 251-254)**

**A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF CLOSING BAY DRIVE AT 96TH STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES; DIRECTING THE TOWN ADMINISTRATION TO COMMENCE THE PROCESS OF CLOSING BAY DRIVE AT 96<sup>TH</sup> STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES, INCLUDING APPLICATION TO AND WORKING WITH MIAMI-DADE COUNTY FOR SUCH CLOSURE AND/OR TRAFFIC MITIGATION MEASURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**C. Revised Zoning Code - Charles Burkett, Mayor (Pages 255-448)**

**A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO WORK WITH THE TOWN CLERK, ADMINISTRATION, TOWN MAYOR AND COMMISSION, AND PLANNING AND ZONING BOARD, TO COORDINATE AND SCHEDULE A PROCESS AND TIMELINE FOR REVIEW AND CONSIDERATION OF A PROPOSED NEW ZONING CODE; 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 – Commissioner Charles Kesl**

**B. Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette and Social Media Guidelines – Commissioner Eliana Salzhauer (Pages 449-461)**

- C. Amending Town Code Section 2-205 Conduct of Meetings; Agenda –**  
Mayor Charles W. Burkett (Page 462)
- D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path -**  
Andrew Hyatt, Town Manager (Pages 463-465)
- E. Building Department Document Scanning-** Andrew Hyatt, Town Manager  
(Page 466)
- F. Demolition by Neglect -** Mayor Charles W. Burkett (Page 467)
- G. Excessive Homeless Contribution made by the Former Commission -**  
Mayor Charles W. Burkett (Page 468)
- H. Free (hassle-free) downtown parking for residents -** Mayor Charles W.  
Burkett (Page 469)
- I. Short-Term Rentals –** Mayor Charles W. Burkett (Page 470)
- J. Quality Control & Quality Assurance –** Commissioner Charles Kesl (Page  
471)
- K. Increase Lighting Plan – Staff Report –** Andrew Hyatt, Town Manager  
(Pages 472-500)
- L. Lowering of Property Taxes and Water Bills – Staff Report –** Andrew  
Hyatt, Town Manager (Page 501)
- M. FPL Solar Together -** Vice Mayor Tina Paul (Pages 502-505)
- N. Climate Environmental Collective Revised -** Vice Mayor Tina Paul (Pages  
506-508)
- O. Interest Free Loans to Surfside Builders Granted by Former Mayor  
and Commission –** Mayor Charles W. Burkett (Pages 509-521)
- P. Amending Town Code Section 2-237 Business Relationships –**  
Commissioner Eliana Salzhauer (Pages 522-526)
- Q. Beachwalk Trimming- Staff Report –** Andrew Hyatt, Town Manager  
(Pages 527-532)
- R. Community Center Pool Deck Lighting - Staff Report –** Andrew Hyatt,  
Town Manager (Pages 533-534)
- S. Community Center Second Floor – Staff Report -** Andrew Hyatt, Town  
Manager (Page 535)
- T. Designated (Painted) Walking Areas in the Residential District- Staff  
Report –** Andrew Hyatt, Town Manager (Pages 536-538)
- U. Alternative Kayak Launches in Addition to the 96th Street Park –**  
Mayor Charles W. Burkett (Page 539)
- V. Comparison of 2006 Code to 2020 Code – Staff Report –** Andrew Hyatt,  
Town Manager (Pages 540-544)
- W. Stormwater Masterplan - Staff Report –** Andrew Hyatt, Town Manager  
(Pages 545-546)
- X. Amend Tourist Board Ordinance –** Commissioner Nelly Velasquez  
(Page 547)

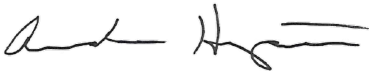
- Y. **Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett (Page 548)
- Z. **Traffic Control Devices on 88<sup>th</sup> & Hawthorne Avenue** – Commissioner Eliana Salzhauer (Page 549)
- AA. **Cone of Silence/Secrecy** – Mayor Charles Burkett (Page 550)
- BB. **License Plate Readers** – Mayor Charles W. Burkett (Page 551)
- CC. **Cancel Culture in Surfside** - Mayor Charles W. Burkett (Pages 552-558)
- DD. **Permit Process** - Mayor Charles W. Burkett (Pages 559-570)
- EE. **High Water Bill** – Mayor Charles Burkett (Pages 571-572)

### Staff Reports

- A. **Permanent Digital Sign** - Andrew Hyatt, Town Manager
- B. **Purchase of Land for Parks** – Commissioner Nelly Velasquez

### 10. Adjournment

Respectfully submitted,



Andrew Hyatt  
Town Manager

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

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

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

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

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



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES  
December 8, 2020  
7 p.m.**

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:02 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 Nelly Velasquez, Commissioner Charles Kesl (arrived at 7:05 pm) and Commissioner Eliana Salzhauer.

Also present were Town Manager Andrew Hyatt 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**

Vice Mayor Paul would like to request to move up item 9CC (Woof Gang Bakery & Grooming – Zoning Code Conditional and Accessory Uses) and 9DD (Surfside Farmer's Market) after item 9A (COVID-19 Task Force Update).

There being no objection, item 9CC (Woof Gang Bakery & Grooming – Zoning Code Conditional and Accessory Uses) and 9DD (Surfside Farmer's Market) will be heard after item 9A (COVID-19 Task Force Update).

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

**G. Presentation of the 2020 Public Pension Coordinating Council (PPCC) Award – Andrew Hyatt, Town Manager**

Town Manager Hyatt presented the 2020 Public Pension Coordinating Council (PPCC) Award and congratulated staff and the members of the Pension Board.



**H. Appointments to the Planning and Zoning Board and Personnel Appeals Board-** Sandra N. McCready, MMC, Town Clerk

Town Clerk McCready introduced the item and advised the different applications that were received.

A motion was made by Commissioner Salzhauer to nominate Michael Dranoff as alternate number two to the Planning and Zoning Board, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Commissioner Kesl stated that he had not had a chance to review the applications.

Commissioner Salzhauer stated that the Town belongs to residents and prefers Michael Dranoff than having big developers on the Planning and Zoning Board.

Vice Mayor Paul stated that only one of the candidates was Michael Dranoff which she met through the P3 issue and has come to the Commission to speak as an architect and believes he is a good fit and her second choice was Melissa Malman.

Mayor Burkett stated he agrees with the comments and they absolutely want to protect the quality of life in Town and believes Mr. Dranoff has a very impressive resume.

Commissioner Velasquez asked if Mr. Dranoff lives and owns property in Surfside and stated that his property shows as an LLC.

Commissioner Salzhauer answered Commissioner Velasquez' question regarding which home Mr. Dranoff owns. She stated that if they are applying to the Planning and Zoning Board and the property shows as an LLC with a mailing address on Biscayne that does not make her feel comfortable. She would prefer to have an individual living in Surfside to serve on the Board.

A motion was made by Commissioner Kesl to go around for another minute, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

Commissioner Salzhauer stated that Mr. Dranoff has participated in the meetings and this is the alternate position and demonstrated their commitment.

Vice Mayor Paul commented on Mr. Dranoff's application and she is happy to see him interested in serving.

Commissioner Kesl stated that he agrees with Mayor Burkett and stated he would support the nomination of Mr. Dranoff.

Commissioner Velasquez stated she wants to make sure that the individual is a Town resident.

The following appointments were made to the Personnel Appeals Board (alternate member):

A motion was made by Vice Mayor Paul to appoint Jeff Rose to the Personnel Appeals Board, seconded by Commissioner Kesl. The motion carried with a 5-0 vote.

## **2. Quasi-Judicial Hearings**

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

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

- A. Minutes** – Sandra N. McCready, MMC, Town Clerk  
- November 19, 2020 Special Town Commission Meeting Minutes

Approved on consent.

- \*B. Town Manager's Report** – Andrew Hyatt, Town Manager

Approved on consent.

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

Approved on consent.

- D. Committee Reports** - Andrew Hyatt, Interim Town Manager  
- October 1, 2020 Downtown Vision Advisory Committee Meeting Minutes  
- October 5, 2020 Tourist Board Meeting Minutes  
- October 19, 2020 Parks and Recreation Committee Meeting Minutes

Approved on consent.

- E. FY 2021 Budget Amendment Resolution No. 3** - Andrew Hyatt, Town Manager

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 3 FOR THE FISCAL YEAR 2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

- F. Certification of Surfside Special Municipal Election – November 3, 2020** – Sandra N. McCready, Town Clerk

**RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA CERTIFYING AND DECLARING THE RESULTS OF THE TOWN OF SURFSIDE SPECIAL MUNICIPAL ELECTION HELD ON NOVEMBER 3, 2020 FOR THREE REFERENDUM/BALLOT QUESTIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

**G. Florida Power & Light (FPL) Authorization to Engage and Expend Funds -  
Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING AN EXPENDITURE OF FUNDS TO FLORIDA POWER & LIGHT COMPANY FOR AN ENGINEERING DEPOSIT REQUIRED IN CONNECTION WITH PREPARATION OF A BINDING ESTIMATE FOR UNDERGROUNDING OF ELECTRIC DISTRIBUTION FACILITIES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Town Manager Hyatt requested to defer this item.

Mayor Burkett stated that he would like to give authorization to the Town Manager to move forward with the consultant to negotiate with FPL.

Town Manager Hyatt stated that they will work with the consultant and work with FPL.

Commissioner Salzhauer asked what is the part that has to occur to have this happen.

Town Manager Hyatt stated that they spoke with the consultant and he needs to be part of this process and needs to be on board before working on it.

Commissioner Velasquez would like to move forward with the suggestion and for the Town Manager to handle it whichever way he finds it best.

Mayor Burkett asked Town Attorney Arango if the resolution needs to be revised.

Commissioner Salzhauer asked if they will lose all negotiation with the consultant.

Vice Mayor Paul stated that she agrees with the Town Manager and it is best to have this done at the right time to move forward with the plan and for the Town Manager to come up with a plan.

Town Manager Hyatt stated the first step is to move forward with obtaining a consultant and then move forward to engage with FPL.

Commissioner Kesl asked what type of person would this consultant be that would have inside knowledge.

Town Manager Hyatt stated that there is an individual that has been working with Sunny Isles Beach.

Further discussion took place among the Town Commission regarding the hiring of a consultant for the negotiations with FPL.

A motion was made by Commissioner Velasquez to amend the resolution with a two-step process allowing the Town Manager to engage a consultant for up to \$25,000 to work with negotiations with FPL, seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

The following individual from the public spoke on the item:  
Jeff Rose

Assistant Town Manager Greene addressed the comments made by speaker Jeff Rose on the budget for undergrounding.

**H. Resolution Authorizing Mutual Aid and Joint Declaration Agreements between the Town of Surfside and the Town of Bay Harbor Islands - Andrew Hyatt, Town Manager**

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

Approved on consent.

**I. Resolution Approving an Interlocal Agreement with the Miami-Dade County Police Department for Direct Radio Communication Between 911 Public Safety Answering Points and the Town of Surfside Police Department - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY POLICE DEPARTMENT FOR DIRECT RADIO COMMUNICATION BETWEEN 911 PUBLIC SAFETY ANSWERING POINTS AND THE TOWN POLICE DEPARTMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

- J. Resolution Authorizing the Memorandum of Understanding Agreement between the Town of Surfside (Police Department) and PaybyPhone Technologies, Incorporated for PaybyPhone Services.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIRST AMENDMENT TO AGREEMENT WITH PAYBYPHONE TECHNOLOGIES, INC. FOR MOBILE PAYMENT SERVICES AT THE TOWN'S PARKING FACILITIES; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE PROCUREMENT PURSUANT TO SECTION 3-13(7)(j) OF THE TOWN CODE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

#### **4. Ordinances**

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

##### **A. Second Reading Ordinances**

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

- A. RFQ No. 2020-06 Continuing Engineering Services - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING NEGOTIATIONS WITH THE TOP EIGHT RANKED QUALIFIED FIRMS PURSUANT TO RFQ NO. 2020-06 SEEKING CONTINUING ENGINEERING SERVICES FOR THE AWARD OF CONTINUING CONTRACTS FOR SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Commissioner Salzhauer commented on the 16 applicants received and why do they not go with ten of them which will make for better competition.

Assistant Town Manager Greene stated that they went through the applicants and the reason why they went with eight applicants was due to the amount of engineering work the Town has to give to the firm.

Commissioner Velasquez asked when they get into a contract with the firms do, they pay a monthly retainer fee or do they pick one in particular that is the retainer firm and asked how it works.

Assistant Town Manager Greene stated that this is just to negotiate with the firm and they will decide which firm is best for certain services on a retainer base.

Further discussion took place among the Commission regarding the negotiation of the contract with the chosen vendor.

Commissioner Velasquez asked how they ranked the particular eight (8).

Assistant Town Manager Greene addressed the comments made by the Commission on how the ranking process was and his recommendation was to go with eight.

Mayor Burkett asked if he recommends going with more than eight.

Assistant Town Manager Greene stated that even eight is a lot.

Further discussion took place among the Commission on the number of vendors to negotiate with.

Town Attorney Arango stated that there were five vendors and it is up to the will of the Commission and that all the engineering discipline are covered by the firm.

Vice Mayor Paul stated that she is fine with the eight and believes adding more is extra work for everyone including the negotiations taking place.

Commissioner Kesl stated that it depends how often they revisit the contracts and gave an example of the landscape contract.

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 4-1 vote with Commissioner Salzhauer voting in opposition.

A motion was made to reconsider the previous motion by Commissioner Kesl, seconded by Commissioner Salzhauer.

Commissioner Kesl withdrew his motion. The previous motion stands.

Commissioner Velasquez asked if they are looking at 16 firms to be considered.

Commissioner Kesl stated that yes to go to with 16 firms.

Vice Mayor Paul stated that the recommendation is eight and she is satisfied with that.

Commissioner Salzhauer commented on having more than eight and error on the side of giving the Town more resources and feels that eight is too few.

Vice Mayor Paul stated that there is a cost involved. She stated that it cost time to do the negotiation and is comfortable with that and stated that it also cost money to draw up the contracts.

**B. Byron Avenue Closure Resolution – Mayor Charles Burkett**

**A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF CLOSING BYRON AVENUE AT 96TH STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES; DIRECTING THE TOWN ADMINISTRATION TO COMMENCE THE PROCESS OF CLOSING 96<sup>TH</sup> STREET AT BYRON AVENUE AND/OR OTHER TRAFFIC MITIGATION MEASURES, INCLUDING APPLICATION TO AND WORKING WITH MIAMI-DADE COUNTY FOR SUCH CLOSURE AND/OR TRAFFIC MITIGATION MEASURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Mayor Burkett stated that he placed this on the agenda because it was a campaign promise.

Town Attorney Arango stated that if Commissioner Velasquez has a conflict on this matter, she needs to remove herself from the meeting.

Commissioner Velasquez asked if Mayor Burkett commented on the closure of Bay Drive, if she still has a conflict if Bay Drive is being considered.

Town Attorney Arango stated that she needs to hear the amendment.

Mayor Burkett suggested Bay Drive and Byron Avenue for closure.

Town Attorney Arango stated that if Commissioner Velasquez lives on Byron Avenue, she will have a conflict.

Mayor Burkett stated that he does not believe it is a conflict since it is an issue with traffic and they placed the Town Manager in charge of having the closure take place. He also commented on a conversation he had with Miami Dade County Commissioner Sally Heyman and that she recommended that in addition to working on it on her own, that she produces a resolution to pass it along to the County.

Commissioner Salzhauer stated that there was no public notice and this is an item that will impact everyone that lives on those streets that run east and west. She stated that those blocks will become busy and it is a domino effect and they must consider the implications to the rest of the Town.

Vice Mayor Paul stated that they did have a traffic committee and received recommendations to close Byron Avenue. She stated that they never saw a proper report and it failed due to the two components. She stated that this is to submit a request for a traffic flow study and the resolution is the correct move.

Commissioner Velasquez stated that she agrees with Vice Mayor Paul that this resolution is fine the way it is and should include Bay Drive. She stated that she does not believe that the streets will get busy and supports it 100%. She stated that this will make it safer for the children to play.

Commissioner Kesl stated that he is ready for a vote on this item and spoke regarding safety and traffic issues by the closure of Byron Avenue.

Mayor Burkett addressed the comments made by Commissioner Kesl and Commissioner Salzhauer regarding the closure of Byron Avenue.

Commissioner Velasquez stated her reasons for her conflict and her needing to be recused from voting on this item due to the fact that she lives on Byron Avenue.

Commissioner Salzhauer commented on the possible conflict on the item and her getting permission due to the fact that her mother lives on Byron and including Bay Drive and a possible conflict because she lives on Bay Drive.



Town Attorney Arango clarified that there was a previous Ethics Opinion in 2015 that the Mayor and any Commissioner living on Byron Avenue should recuse themselves and the Ethics Commission Director stated that they stand by their 2015 opinion that any Commissioner living near that intersection should recuse themselves.

Vice Mayor Paul stated that the resolution stated closing Bryon Avenue and any other traffic mitigation.

Commissioner Velasquez recused herself from the item.

Commissioner Salzhauer stated that there are many residents who would like to talk and spoke regarding commencing the closure of Byron Avenue.

Vice Mayor Paul clarified what the resolution speaks about the closure of Byron Avenue.

Mayor Burkett read into the record the previous motion made to close Byron Avenue.

The following individuals from the public spoke on the item:

George Kousalous spoke in support of this item.

Arlene Raiman spoke in support of the item and the different entrance and exits and the fact that the closure is a safety issue.

Joshua Epstein spoke regarding the item.

Clara Diaz Leal spoke regarding the numerous studies done by Calvin Giordano and the only street affected is Byron Avenue and spoke in support of the item.

Sharon Hakmon spoke regarding the closure of Bay Drive.

Moshe Behar spoke regarding the item

Stephen Schott spoke regarding the item.

Charles Scharf spoke regarding the item.

Deborah Cimadevilla spoke in support of the item.

Jeff Rose spoke regarding the item.

Michael Szafranski spoke regarding the item.

Jackie Savir spoke regarding the general walkability of the Town and empathizes with the people who live on Byron Avenue and closing both exits.

Mandyf Nissani spoke in support of the item.

Carolyn Baumel spoke regarding the item and would like the Commission to have a traffic study done.

Bella Krieger spoke regarding the item and the speeding taking place on the streets and the traffic.

Jennifer Zawid stated that whatever happens on Byron has an impact on Bay Drive and they are upset that they are trying to save Byron Avenue at the expense of Bay Drive.

Joanna Hoffman spoke regarding the pattern of traffic.

Peter Zuckerman spoke regarding the item.

Mayor Burkett stated that Town Attorney Arango advised not to add the Bay Drive closure and make another resolution at the next meeting for the Bay Drive closure.

Commissioner Kesl stated that he understands that all traffic is connected and requested clarification by Town Attorney Arango if by not including Bay Drive if that would hinder the progress of a comprehensive traffic solution.

Town Attorney Arango addressed the comments made by Commissioner Kesl.

Commissioner Kesl asked if the closure of Bay Drive would hinder this resolution and believes this item should be deferred to next meeting.

Town Attorney Arango stated that they need a new resolution for the closure of Bay Drive.

Commissioner Salzhauer stated that she supports the Byron Avenue closure but she believes that it should be deferred to the next meeting to include the closure of Bay Drive.

Vice Mayor Paul addressed the comments made by the public speakers including the closure of 88<sup>th</sup> Street and what was done with the roundabouts. She spoke regarding the report and going to the County and getting the ball rolling. She stated that they were supposed to beautify the greenery and would like to get that done.

Mayor Burkett addressed the comments made by the speakers, the direction of the closure, the U-turn and that is why he believes the closure of Bay Drive is necessary. He gave permission to have another resolution for the next meeting for the closure of Bay Drive.

Commissioner Salzhauer stated there is no closure of Bay Drive and if it is a stronger case with the County.

Town Attorney Arango stated she could not answer that question at the time.

A motion was made by Commissioner Kesl to approve the Resolution, seconded by Vice Mayor Paul. The motion carried with a 3-1 vote with Commissioner Salzhauer voting in opposition and Commissioner Velasquez recusing herself.

A motion was made by Vice Mayor Paul to bring back a resolution for the closure of Bay Drive, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer recusing herself.

Commissioner Kesl commented on seeing another study and spoke regarding other areas involving flooding.

Commissioner Velasquez stated that they do need solutions for all residents based on the traffic issue and it is not fair that one street gets resolution and the other does not.

Vice Mayor Paul commented on the closure of Byron Avenue and she is experiencing more traffic on Collins Avenue.

Mayor Burkett spoke regarding the Town being more walkable, the tram, the bus and seeing the Town purchasing more land to make more parks and believes they have taken giant steps.

Mayor Burkett requested to add the Bay Drive closure on next month's agenda.

The following individual spoke on the item:  
Deborah Cimadevilla spoke in support of the item.

### **C. Oil Drilling Resolution – Mayor Charles Burkett**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE BAHAMIAN GOVERNMENT TO REVOKE OFFSHORE OIL DRILLING EXPLORATION LICENSES AND PERMANENTLY BAN OFFSHORE OIL DRILLING ACTIVITIES IN THE BAHAMAS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.**

Town Clerk McCready read the title into the record.

Mayor Burkett introduced the item and gave a summary of the resolution.

Commissioner Kesl commented on his support of the item.

Vice Mayor Paul provided her support of this item.

Commissioner Velasquez spoke in support of the item.

Commissioner Salzhauer spoke in support of the item.

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

### **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 from the public spoke:  
Joshua Epstein spoke regarding cancel culture.

Jeff Rose thanked the Commission for appointing him to the Personnel Appeals Board and spoke regarding the Planning and Zoning Board and meetings to clear the backlog.

Mandyf Nissani Davondorf spoke regarding the undergrounding of powerlines and thanked the Commission for their work as well as the kayak launch.

Commissioner Kesl spoke regarding the backlog of the Planning and Zoning Board items. He stated that he is glad the Town has a new Town Planner.

Commissioner Salzhauer thanked her son for speaking and stated that he has taken an interest in national politics and spoke regarding the ethics and everyone should use it as a tool to conduct themselves appropriately.

Commissioner Kesl left the meeting at 8:53 pm.

Mayor Burkett commented on the statements made by Joshua Epstein and Commissioner Salzhauer's complaints to the Ethics Commission about himself and others and the outcome was that there was no violation on the statements he has written.

Commissioner Velasquez addressed comments made by Commissioner Salzhauer and the disrespectfulness taking place and the disrespectfulness to the Mayor and other Commissioners is not appreciated.

Vice Mayor Paul thanked the speakers and addressed the comments made by Jeff Rose and the back log with the Planning and Zoning Board. She addressed the comments made by Joshua Epstein and wished everyone a happy holiday.

Commissioner Velasquez commented on statements made by residents and addressed the comments made by Commissioner Salzhauer.

Mayor Burkett showed a statement he made regarding COVID-19 and the study made by John Hopkins. He stated he wanted everyone to read the article.

Commissioner Salzhauer stated that Mayor Burkett should not have shared his screen when Vice Mayor Paul was speaking and stated that she supports Vice Mayor Paul.

Vice Mayor Paul commented on the statements made of the personal attacks and she was thanking Joshua Epstein on the comments made regarding cancel culture and they should get back to Town business.

Commissioner Kesl came back to the meeting at 9:00 pm.

Commissioner Kesl stated that he will leave the meeting when it gets to this point and it is embarrassing.

Commissioner Velasquez spoke about the comments made regarding the P3 project.

Mayor Burkett spoke regarding the John Hopkins study and he shared it and stated that it was not his comments marked.

A motion was made by Commissioner Salzhauer to go around for another 30 seconds, seconded by Vice Mayor Paul. The motion carried with a 2-2 with Commissioner Kesl absent. Motion failed.

**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 (*Verbal*)** – Commissioner Charles Kesl

Commissioner Kesl gave an update on the COVID-19 Task Force.

Town Manager Hyatt commented on the COVID-19 update.

Vice Mayor Paul commented on the COVID 19 conference call with Miami Dade County Mayor Levin-Cava.

Commissioner Salzhauer stated that this is why it is important for the information to be sent out to the community.

Mayor Burkett addressed the comments made by Commissioner Salzhauer and the article regarding John Hopkins.

Commissioner Velasquez stated that they cannot state that the individuals from the Town do not wear a face mask and she was the one that pushed to wear the face mask and does not appreciate stating that she is against COVID-19.

A motion was made by Vice Mayor Paul to direct the Town Manger to work with Police Chief Yero to work on a mandate to enforce the mask and hand out masks if they do not have one and issue a citation to them if they do not wear the mask, seconded by Commissioner Salzhauer. The motion carried with a 3-2 vote with Mayor Burkett and Commissioner Velasquez voting in opposition.

Commissioner Velasquez stated that she agrees with Vice Mayor Paul but people are having financial hardship and does not agree with the fines.

Vice Mayor Paul stated that it is handing out a citation not a fine and what they are looking for is for them to wear the masks.

Commissioner Kesl spoke regarding the publication and the research of compliance with COVID.

Commissioner Salzhauer spoke regarding the data for COVID and the opinion of an article. She stated the importance of wearing a mask.

Mayor Burkett stated that he always supported wearing masks.

Commissioner Velasquez commented on the CDC guidelines regarding wearing masks.

Vice Mayor Paul clarified it is the current mask mandate.

A motion was made by Vice Mayor Paul to extend the meeting by 30 minutes, seconded by Commissioner Kesl. The motion carried with a 4-1 vote with Mayor Burkett voting in opposition.

The following individuals spoke on the item:

Alicia Boymelgreen spoke on the mask mandate.

Eli Ginsburg spoke on the mask mandate.

Joshua Epstein spoke regarding public comment on items and the mask mandate.

Robert Lisman spoke regarding the mask mandate and hospitalization and death rates going up in the State of Florida.

Mandyf Nissani Davondorf spoke regarding the death rate due to COVID, mask mandate and citing individuals for not wearing masks and the risk the Police Officers take by going up to the individuals that are not wearing masks.

Moshi Behar spoke regarding the mask mandate and a group of young individuals who were not wearing a mask in Bal Harbour and Bal Harbour was educating the public with handing out pamphlets.

Horace Henderson spoke regarding the mask mandate.

Vice Mayor Paul addressed the comments made by the public speakers regarding the mask mandate, citations and compliance in wearing the masks.

A motion was made by Commissioner Velasquez to amend the mask mandate, remove the citation portion of it because it is not the right time to give out citations. The motion died for lack of a second.

Commissioner Velasquez suggested placing in the Gazette the mask mandate and citing the residents is wrong.

Commissioner Kesl commented on the article in the Town's journal and the science of messaging. He stated that the message has to be consistent for COVID that masks are a saving necessity and must be worn.

Commissioner Salzhauer agrees with Commissioner Kesl and wanted to clarify that the reason why the government mentioned not wearing masks was because the fear that healthcare workers would not have masks to wear.

Mayor Burkett provided a graph of an updated posting from the CDC with the infection, hospitalization and death rates. He provided the graph and the current death rate.

A motion was made by Vice Mayor Paul to extend the meeting for 10 minutes, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

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

Deferred to next meeting.

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

Deferred to next meeting.

**D. Topper Selection for 4 x 4 Posts on Hardpack and Walking Path - Andrew Hyatt, Town Manager**

Deferred to next meeting.

**E. Building Department Document Scanning- Andrew Hyatt, Town Manager**

Deferred to next meeting.

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

Deferred to next meeting.

**G. Excessive Homeless Contribution made by the Former Commission - Mayor Charles W. Burkett**

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

**J. Quality Control & Quality Assurance – Commissioner Charles Kesl**

Deferred to next meeting.

**K. Increase Lighting Plan – Staff Report – Andrew Hyatt, Town Manager**

Deferred to next meeting.

**L. Lowering of Property Taxes and Water Bills – Staff Report – Andrew Hyatt, Town Manager**

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

**Q. Beachwalk Trimming- Staff Report – Andrew Hyatt, Town Manager**

Deferred to next meeting.



**R. Community Center Pool Deck Lighting - Staff Report** – Andrew Hyatt,  
Town Manager

Deferred to next meeting.

**S. Community Center Second Floor – Staff Report** - Andrew Hyatt, Town  
Manager

Deferred to next meeting.

**T. Designated (Painted) Walking Areas in the Residential District- Staff  
Report** – Andrew Hyatt, Town Manager

Deferred to next meeting.

**U. Alternative Kayak Launches in Addition to the 96th Street Park** – Mayor  
Charles W. Burkett

Deferred to next meeting.

**V. Comparison of 2006 Code to 2020 Code – Staff Report** – Andrew Hyatt,  
Town Manager

Deferred to next meeting.

**W. Stormwater Masterplan - Staff Report** – Andrew Hyatt, Town Manager

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

**BB. License Plate Readers – Mayor Charles Burkett**

Deferred to next meeting.

**CC. Woof Gang Bakery & Grooming – Zoning Code Conditional and Accessory Uses – Vice Mayor Paul**

Vice Mayor Paul introduced the item and the owners of the business are anxious to bring their business to Surfside. She stated that the owners require a zoning change because of the way our code is written. She stated that the current zoning code only allows pet grooming if it is part of an accessory use to a veterinarian business. What needs to be changed in the zoning code is to amend the code to allow pet grooming services as an accessory use to a retail pet store. She stated that the Town Attorney would have to prepare an ordinance to come before the Commission at the next meeting. She stated that the reason why she wanted to discuss this item was to see if the Commission would like to bring an ordinance amending the zoning code. The ordinance would require two (2) readings and then it would have to go before the Planning and Zoning Board for approval.

Commissioner Kesl stated that he personally does not think that should be done. He is glad to have adverse businesses in Town and there is an issue with pets going into Publix and they are not service dogs and there are safety issues.

Commissioner Salzhauer stated that as long as they do not allow the sale of pets and do not contribute to the sale of animals, then she would be fine with the grooming and bakery store for pets. She also stated that the laws of controlling pets including picking up after their dogs and taking the dogs to establishments. She stated that they do need to step up the enforcement of the dogs.

Commissioner Velasquez agrees with Commissioner Kesl and does not believe this is the right type of business to have in Surfside and the issue with the pets going into Publix that some scare the children.

Vice Mayor Paul clarified this business is a pet grooming business and it is up to each business if they allow pets. She stated that the baking is not done on premises they just sell the items.

A motion was made by Vice Mayor Paul to amend the zoning code to allow this type of business, seconded by Commissioner Salzhauer. The motion carried with a 3-2 vote with Mayor Burkett and Commissioner Velasquez voting in opposition.

**DD. Surfside Farmer's Market – Vice Mayor Paul**

Vice Mayor Paul introduced the item. She stated that they had a farmer's market at 95<sup>th</sup> Street parking lot and it was going well until COVID. She stated that she would like to bring back the farmer's market under the same contract they had.

Commissioner Velasquez left the meeting at 11:42 p.m.

A motion was made by Vice Mayor Paul to bring back the Surfside Farmer's Market for the term of one year with the COVID safety guidelines, seconded by Commissioner Kesl. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Commissioner Salzhauer stated it is a great idea, but enforcement of mask wearing and social distancing as well as having hand sanitizer stations must take place.

Commissioner Kesl supports the item and making sure everyone is wearing masks.

Mayor Burkett supports the idea but how you reconcile it by adhering to the restrictions of COVID and the gathering of people in one area. He stated that California just closed down the entire state and we are encouraging the gathering of people in one place.

Commissioner Kesl addressed the comments made by Mayor Burkett and stated that the Farmer's Market was not very successful and the Tourist Board gave them some money for them to purchase furniture for people to sit down. He stated that it is easier to have social distancing at the Farmer's Market.

Commissioner Salzhauer stated it is consistent with the shopping in supermarkets because they only allow a certain number of people at once in the store.

Vice Mayor Paul stated that there are other farmer's markets open and would like to see the Surfside one open as well. She stated that it is not a crowded farmer's market and individuals go at different times. She also stated that due to COVID she would like to not have the furniture there at this time.

Town Attorney Arango asked Vice Mayor Paul if she had a term in mind for this agreement since the original agreement expired in December 2019 and then it had a renewal period of one year. She asked Vice Mayor Paul if she would like the renewal for another year.

Vice Mayor Paul stated that a year would be great.

**EE. Cancel Culture in Surfside – Mayor Charles Burkett**

Deferred to next meeting.

**Staff Reports**

**A. Permanent Digital Sign - Andrew Hyatt, Town Manager**

**B. Purchase of Land for Parks – Commissioner Nelly Velasquez**

***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**

- ZZ. Preservation of Eden Project located at 9300 Collins Avenue –**  
Removed by Mayor Burkett
- AAA. Speeding on Collins and Harding –** Removed by Mayor Burkett
- BBB. How are Zoning Protections Against Over-Development Were Guttled –** Removed by Mayor Burkett
- CCC. Amending Town Code Section 2-233 to include Non-for-Profit –**  
Removed by Mayor Burkett
- DDD. Procurement Expertise –** Removed by Commissioner Salzhauer
- EEE. Take Home Vehicles –** Removed by Commissioner Salzhauer
- FFF. Beach Raking –** Removed by Commissioner Salzhauer
- GGG. Speeding and Stop Signs Running –** Removed by Commissioner Salzhauer
- HHH. Draft Ordinance Amending the Definition of Lot Coverage –**  
Removed by Commissioner Salzhauer
- III. Gazette Revenue and Funding Sources –** Removed by Mayor Burkett
- JJJ. Town Pension Benefits for Non-Public Safety Employees –**  
Removed by the Town Commission
- KKK. Records Retention Policy –** Removed by Mayor Charles W. Burkett
- LLL. Weiss Serota Contract Follow up –** Removed by Mayor Charles W. Burkett
- MMM. Calving Giordano Contracts -** Removed by Mayor Charles W. Burkett

## 10. Adjournment

A motion was made was made by Vice Mayor Paul to adjourn the meeting without objection at 11:45 p.m., seconded by Commissioner Kesl. The motion carried with a 4-0 vote with Commissioner Velasquez absent.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

Attest:

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



## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Eliana R. Salzhauer, hereby disclose that on December 8th, 20 20:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The measure was a vote to close the Bay Drive exit to traffic. I reside on Bay Drive, thus any change in traffic patterns on Bay Drive might potentially impact the value of my home, safety of my family, and quality of life. I therefore chose to disclose that potential conflict and recused myself from the vote.

Date Filed

12/22/2020

Signature



NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.





### APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

### DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Nelly Velasquez, hereby disclose that on December 8, 2020;

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, \_\_\_\_\_;
- inured to the special gain or loss of my relative, \_\_\_\_\_;
- inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

closing Byron avenue at 96th street. I live on Byron and 95th.

12/22/2020  
Date Filed

  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



## TOWN MANAGER'S REPORT JANUARY 14, 2021

### 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 December, 28, 2020, the total number of active, open cases being managed is 184. Of these cases, 78 cases are still under investigation and are working towards compliance; 16 cases are on-hold; 12 cases are in the Special Master hearing queue; 4 cases are in the post-hearing status; 33 code cases have been issued liens and remain unpaid; 36 code cases have service liens and remain unpaid; and 5 cases are in the process of being recorded as liens. 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 corrected, 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 potential reduction on the fine amount due.

The following is a summary by fiscal year of the fine amounts collected by the Town:

- FY 20/21: As of December, 28, 2020, 20 cases have paid/settle for a total collection of \$ 10,992.00
- FY19/20: As of September 25, 2020, 109 cases have paid/settled for a total collection of \$96,240

- 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

### ***Finance Department***

Monthly Budget to Actual Summary as of November 30, 2020 – *Attachment "D"*

### ***Police Department***

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

- Traffic Citations – 361
- Parking Citations – 491
- Arrests – 8
- Dispatch Events – 1,267
- Incident/Crime Reports - 54

#### ***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.

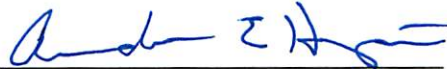
#### ***C. Coronavirus (COVID-19) Related Actions:***

- Surfside Police Department personnel are conducting beach and business checks for compliance with COVID-19 related County and Town Orders
- Communications with Miami-Dade Emergency Operations Center
- Surfside Police Department personnel along with Code Enforcement personnel are conducting mask details in the Business District issuing warnings for mask violations

*D. Police Events/Community Outreach*

- The Surfside Police Department collected toys for our 12<sup>th</sup> Annual Holiday Toy Drive. Due to COVID-19, the Annual Toy Giveaway Event was canceled. However, the donated toys were personally delivered by Police Department personnel to 26 families in need (over 45 children) as well as to the Miami-Dade County Community Action and Human Services Department, Violence Prevention and Intervention Division, Advocates for Victims/Safespace North Shelter. A special thank you to the Surfside residents who greatly contributed by donating toys to a very worthy cause making the holiday season extra special for so many families.
- The Mobile DMV will be rescheduled as soon as possible.
- The Surfside Police Department will host a community blood drive on January 13, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

## SeeClickFix Report

Requests filtered by request category that have been created 12/01/2020 - 12/31/2020

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Safety Concern)	1	1	0.1
Code Compliance (Violation)	4	4	0.2
Drainage/Flooding (PW)	2	0	
Other	2	1	0
Police (Safety Concern)	1	1	0.4
Street lights (PW)	2	0	
Construction Issues	1	0	

Requests filtered by request category that have been created 01/24/2014 - 12/31/2020

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	227	211	13
Code Compliance (Safety Concern)	103	101	20
Code Compliance (Violation)	176	173	17.8
Community Center (P & R)	11	9	8.1
Dog Stations (P & R)	15	15	3.1
Drainage/Flooding (PW)	42	34	17
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	278	270	15.5
Police (Safety Concern)	90	89	5.7
Pothole (PW)	6	6	18.4
Solid Waste (Commercial) (PW)	8	7	4.8
Solid Waste (Residential) (PW)	27	27	14.1
Street lights (PW)	66	60	83.2
Surfside Dog Park (P & R)	9	9	0.2
Utilities (Water/Sewer) (PW)	47	34	7.2
Barking Dog	12	12	13.2
Beach Patrol	5	5	2.1
Parking Issue	103	103	2.1
Construction Issues	46	40	10.1
Dead Animal	5	5	8.7



## **MEMORANDUM**

**To:** Andrew Hyatt, Town Manager  
**From:** Rachel Pinzur, Public Information Representative  
**Date:** December 29, 2020  
**Subject:** December 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 address 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.

In December, the PIR continued to publish posts pertaining to the COVID-19 pandemic. Additionally, the PIR notified residents about the Town's holiday hours with a special holiday issue that included holiday events, SPD toy drive, resources for seniors and residents with special needs, virtual camp ideas, etc. The PIR also helped communicate Parks and Recreation updates, a blood drive, a Town Commission meeting and dangerous rip currents. Furthermore, the PIR developed and promoted an anti-litter campaign art contest.

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 1/4/2021

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	7/31/2012, 8/23/2012, site plan amendment: 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 Condo's - 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 12/23/20 Site Plan Amendment	9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Revisions to expand underground parking and revisions to balcony design	9/4/2015, 3/9/2017, 9/17/2017	12/7/2017	2/13/2018	Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency	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, 11/1/18	Original approval: 7/18/2016, Revised approval: 11/29/18	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	3 requested: 1. Section 90-82. - Off-street loading requirements (Loading Space Size). 2. Section 90-91.2. - Required buffer landscaping adjacent to streets and abutting properties (Landscape Buffer). 3. Section 90.93(1b). - Open Space (Open Space Trees).	Has not been scheduled for TC until recommendation from PZ			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 9/25/2020	8851 Harding Avenue	18 multi-family units	01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending	01/31/19 PZ recommended approval (Requires reconsideration by PZ)	Denied by the Commission (requires reconsideration by TC)		33 units	Request is for 18 units. Updated Site Plan needs to be reviewed by new Town Planner, DRG and P&Z to be scheduled	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	Arte request to have FPL vault encroach 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 2020/2021**  
**As of NOVEMBER 30, 2020**  
**16.67% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

January 14, 2021

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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**GENERAL FUND - 001**

REVENUE	\$ 3,416,865	\$16,489,690	21%
EXPENDITURES	2,950,823	\$16,489,690	18%
Net Change in Fund Balance	466,042		
Fund Balance-September 30, 2020 (Unaudited)	18,286,748		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 18,752,790</u>		

**TOURIST RESORT FUND - 102**

REVENUE	\$ 174,344	\$2,939,353	6%
EXPENDITURES	533,192	\$2,939,353	18%
Net Change in Fund Balance	(358,848)		
Fund Balance-September 30, 2020 (Unaudited)	2,109,658		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 1,750,810</u>		

**POLICE FORFEITURE FUND - 105**

REVENUE	\$ 2,820	\$2,000	141%
EXPENDITURES	341	\$2,000	17%
Net Change in Fund Balance	\$ 2,479		
Fund Balance-September 30, 2020 (Unaudited)	168,289		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 170,768</u>		

**TRANSPORTATION SURTAX FUND - 107**

REVENUE	\$ 165	\$235,706	0%
EXPENDITURES	17,019	\$235,706	7%
Net Change in Fund Balance	(16,854)		
Fund Balance-September 30, 2020 (Unaudited)	442,856		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 426,002</u>		

**BUILDING FUND - 150**

REVENUE	\$ 123,284	\$1,068,035	12%
EXPENDITURES	142,581	\$1,068,035	13%
Net Change in Fund Balance	(19,297)		
Fund Balance-September 30, 2020 (Unaudited)	1,991,388		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 1,972,091</u>		

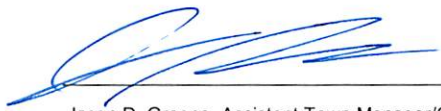
**CAPITAL PROJECTS FUND - 301**

REVENUE	\$ 1,172	\$2,785,528	0%
EXPENDITURES	14,283	\$2,785,528	1%
Net Change in Fund Balance	(13,111)		
Fund Balance-September 30, 2020 (Unaudited)	4,899,128		
Fund Balance-November 30, 2020 (Reserves)	<u>\$ 4,886,017</u>		

**NOTES:**

- 1) Many revenues for November 2020 are received in subsequent months (timing difference) and are recorded on a cash basis in the month received.
- 2) Expenditures include payments and encumbrances. An encumbrance is a reservation of a budget appropriation to ensure that there is sufficient funding available to pay for a specific obligation.
- A. Includes \$2,000,000 available for hurricane/emergencies. The unaudited balance of \$16,286,748 is unassigned fund balance (reserves).

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 683,314	\$4,309,700	16%
EXPENDITURES	397,968	\$4,309,700	9%
Change in Net Position	285,346		
Unrestricted Net Position-September 30, 2020 (Unaudited)	(2,376,269)		
Unrestricted Net Position-November 30, 2020 (Reserves)	<u>\$ (2,090,923)</u>		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 184,119	\$1,288,140	14%
EXPENDITURES	206,484	\$1,288,140	16%
Change in Net Position	(22,365)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	1,293,993		
Unrestricted Net Position-November 30, 2020 (Reserves)	<u>\$ 1,271,628</u>		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 170,594	\$1,917,932	9%
EXPENDITURES	393,445	\$1,917,932	21%
Change in Net Position	(222,851)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	219,615		
Unrestricted Net Position-November 30, 2020 (Reserves)	<u>\$ (3,236)</u>		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 153,421	\$840,000	18%
EXPENDITURES	220,121	\$840,000	26%
Change in Net Position	(66,700)		
Unrestricted Net Position-September 30, 2020 (Unaudited)	3,205,050		
Unrestricted Net Position-November 30, 2020 (Reserves)	<u>\$ 3,138,350</u>		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 143,302	\$863,307	17%
EXPENDITURES	58,823	\$863,307	7%
Change in Net Position	84,479		
Unrestricted Net Position-September 30, 2020 (Unaudited)	825,468		
Unrestricted Net Position-November 30, 2020 (Reserves)	<u>\$ 909,947</u>		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2017 - November 2020**

FUND	9/30/2017	9/30/2018	9/30/2019	9/30/2020	11/30/2020	CAGR <sup>(a)</sup>
General	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 18,752,790	29.3%
Tourist Resort	469,880	356,313	1,640,525	2,109,658	1,750,810	65.0%
Police Forfeiture	164,933	159,527	105,725	168,289	170,768	0.7%
Transportation Surtax	388,363	263,292	328,377	442,856	426,002	4.5%
Building	1,742,910	2,760,673	2,563,517	1,991,388	1,972,091	-11.9%
Capital Projects	576,122	2,158,902	3,048,582	4,899,128	4,886,017	104.1%
Water & Sewer	(3,048,579)	(2,546,398)	(2,367,098)	(2,376,269)	(2,090,923)	-8.0%
Municipal Parking	811,013	943,315	1,198,948	1,293,993	1,271,628	16.9%
Solid Waste	429,743	601,201	641,636	219,615	(3,236)	-20.1%
Stormwater	3,264,379	3,203,878	3,200,132	3,205,050	3,138,350	-0.6%
Fleet Management	-	-	585,363	825,468	909,947	N/A
<b>Total</b>	<b>\$ 13,259,566</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,812</b>	<b>\$ 31,065,924</b>	<b>\$ 31,184,244</b>	<b>23.8%</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: Andrew Hyatt, Town Manager**  
**Jason Greene, Assistant Town Manager**

**DATE: January 5, 2021**

**SUBJECT: Office of the Town Attorney Report for January 14, 2021 Regular Commission Meeting**

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

December 7, 2020 – Virtual Tourist Board Meeting

December 8, 2020 – Regular Town Commission Meeting

December 17, 2020 – 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 numerous emergency measures or orders due to the COVID-19 health pandemic, and continues to assist the Town with COVID-19 related issues and documents. Most recently, the Firm prepared an Emergency Order to permit continuation of virtual public meetings for the Town Commission, boards and committees.

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. The Firm recently organized and hosted a Social Media and Government Communications: Legal and Ethical Considerations webinar with the Miami-Dade County Commission on Ethics and continues to support the Town Commission, Committees and staff with all ethical considerations and training.

**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 continue to provide support to Town administration and staff during the COVID-19 health pandemic, and continue to address a variety of issues and assistance with the Town's response to the crisis. The Firm continues to provide 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 (including the new Town Manager) , 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 for Town services and providers (RFQs and RFPs) and agreements, Police agreements and matters, 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 representation and support, oversight and case management, Town Code interpretation and application, labor, employee and pension matters, assistance with and response to Union Representation Certification Petition filed by AFSCME Florida Council 79 for Town civilian employees, and various procurements and service provider contracts for Town Departments, including CCNA engineering services.

**Key Issues:**

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

- Emergency Declaration and Emergency Measures and Orders related to the COVID-19 health pandemic.
- Contract Review Related to COVID-19 health pandemic.
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- 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 Regarding Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance and Regulations
- 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)
- Resolution Approving a MOU with the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders Due to COVID-19
- Resolution Authorizing Negotiations with Highest Ranked Firm Pursuant to RFQ Seeking General Planning Services
- Resolution Authorizing Negotiations with the Highest-Ranked Qualified Firm Pursuant to RFQ 2020-04 Seeking Engineering Services for Abbott Avenue Drainage Improvements.
- Resolution Approving Purchase and Installation of Lighting Regarding Holiday and Downtown District
- Resolution Approving MOU with Bay Harbor Islands for School Address Verification Program
- Resolutions Approving Proposed and Final Millage Rates and Budget for FY 2020-2021
- Resolution Urging FAA Regarding Metroplex/NextGen Flight Paths
- Resolution Selecting and Awarding Contractors to provide General Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Serves, and corresponding agreements.
- Resolution Approving Agreement with Marlin Engineering, Inc. for General Planning Services.
- Resolution Adopting Program for Public Information (PPI) in connection with the National Flood Insurance Program
- Resolution Approving MOU with Florida Department of Highway Safety and Motor Vehicles Regarding Access to Biometric Facial Analysis System
- Resolution Approving FY 20-21 Police Forfeiture Fund Expenditures
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees



- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
  - Resolution Urging Bahamian Government to Ban Off Shore Oil Drilling
  - Resolution Approving First Amendment to Agreement with PayByPhone Technologies for Mobile Payment Services for Town Parking Facilities
  - Resolution Approving and Authorizing Expenditure of Funds to FPL for Binding Estimate on Undergrounding of Electric Distribution Facilities
  - Resolution Certifying Election Results for November 3, 2020 Special Election on Three Referendum/Ballot Questions
  - Resolutions Approving Budget Amendments No. 3 and No. 4
  - Resolution Approving Interlocal Agreement with MDPD Regarding for 911 Answering Points
  - Resolution Approving Police Mutual Aid Agreement with Bay Harbor Islands
  - Resolution Approving Agreement with Savino Miller for Design of 96<sup>th</sup> Street Park, and corresponding Professional Services Agreement
  - Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
  - Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
  - Resolution Approving Installation of Above Ground Fuel Storage Tank at Town Hall Facilities
  - Resolution Approving Purchase of Four Police Vehicles and Equipment
  - Resolution Approving Youth Tennis and Soccer Agreements
  - Resolution Approving Diamond Brite Pool Resurfacing for Community Center Pool/Spa
  - First Amendment to License Agreement with Waverly Acai for Farmer's Market
  - Resolution Directing Manager to Coordinate and Schedule a Process for Proposed New Zoning Code
  - Ordinance Permitting Pet Grooming Services as Accessory to Pet Retail in the SD-B40 District
-

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

*Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida.* On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town's Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. The Town Attorney will announce and request an executive session with the Commission pursuant to Section 286.011(8), Florida Statutes.

*Village of Indian Creek, Florida, Town of Surfside, Florida and Charles Burkett, Petitioners, v. Federal Aviation Administration and Stephen M. Dickson, in his official capacity as Administrator, Federal Aviation Administration, Respondents.* On December 14, 2020, Town, together with the Village of Indian Creek, filed a Petition for Review of Agency Order appealing the FAA's Finding of No Significant Impact and Record of Decision in connection with the proposed South-Central Florida Metroplex. The Town has received a Notice of Telephone Assessment Conference from the FAA to occur on February 10, 2021 and prior to mediation.

Information on other pending litigation matters 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 commencing 2021 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, 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, implementation of 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, appeal of FAA South-Central Florida Metroplex Finding of No Significant Impact and Record of Decision, review and policy implementation of revisions to Zoning Code and Map, review and monitoring of all Development Orders and approvals, police matters and agreements, implementation and contract preparation for RFQs for Planning Services, Engineering Services, Abbott Avenue Drainage project, landscaping services, shuttle and transportation services and debris monitoring and management services, implementation of approved Referendum and Charter amendments, including undergrounding of utilities, various

procurements and service or provider agreements for Town improvements, facilities and programs, assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees.



**Town of Surfside  
PLANNING & ZONING BOARD  
AGENDA  
September 24, 2020 – 6:00 p.m.**

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

Chair Frankel called the meeting to order at 6:07 p.m.

**Present:** Chair Judith Frankel, Board Member Fred Landsman, Board Member James MacKenzie, Board Member Ruben Bravo, and Board Member Oliver Sanchez.

**Absent:** Board Member Robert Izaurrealde

**Also, Present:** Commissioner Eliana Salzhauer, Town Planner James Hickey, Assistant Town Attorney Edward Martos and Assistant Town Attorney Tony Recio.

**2. Town Commission Liaison Report – Commissioner Salzhauer**

Commissioner Salzhauer spoke regarding the new rezoning rewrite that will be coming up and would like the Planning and Zoning Board to have their input. She stated that Board Member Wecselman resigned and if they have any recommendations please advise them.

**3. Approval of Minutes – August 27, 2020**

A motion was made by Board Member Landsman to approve the August 27, 2020 Planning and Zoning Board Meeting Minutes, seconded by Vice Chair Sanchez. The motion carried with a 5-0 vote.

Chair Frankel stated that an email was sent to the alternates to advise them of their involvement.

Assistant Town Attorney Tony Recio read the statement of virtual meetings and the zoom information for this meeting into the record.

Assistant Town Attorney Recio read the quasi-judicial statement into the record and polled the Board Members.

No members of the Board had any communication.

Assistant Town Attorney Recio advised the Board members that Items 4C, 4E, 4H and 4J will be deferred to October 29, 2020 due to the applicants not submitting their hold harmless agreement.

A motion was made by Board Member Bravo to defer items 4C, 4E, 4H and 4J to the October 29, 2020 meeting, seconded by Board Member Landsman. The motion passed with a 5-0 vote.

#### **4. Applications:**

##### **A. 9516 Bay Drive – New Single-Family Residence**

Town Planner Hickey introduced the item and provided the staff recommendations.

Deputy Town Clerk Herbello swore in the applicant Sharon Hakmon.

The property is located at 9516 Bay Drive, within the H30A zoning district. The applicant is requesting to build a new 10,543 square-foot two-story home. The plans include a new driveway, walkways, pool, deck, 3-car garage, covered patio and roof deck. The applicant plans to keep the existing gate and hedge. The applicant has resubmitted revised plans for consideration.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review.
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

August P&Z Required Board Conditions:

- (1) Add articulation to the second floor north and south façade.

DM resubmittal review 9/3/2020:

Applicant has pushed back the terrace on the north and south façade creating adding articulation (pushed back roughly 2'6").

- (2) Removal of the access stairs to the roof.

DM resubmittal review 9/3/2020:

Applicant has removed the access stairs accordingly.

- (3) Removal of the rooftop mechanical equipment.

DM resubmittal review 9/3/2020:

Applicant has removed the rooftop mechanical equipment and relocated such equipment to the ground floor behind the garage.

(4) Bring the seawall up-to-code.

Applicant intends to do so.

(5) Removal of the front access gate.

DM resubmittal review 9/3/2020:  
Applicant intends to keep the existing gate

Sharon Hakmon, applicant introduced the item and provided a presentation.

Deputy Town Clerk Herbello swore in the parties that would be speaking on this item.

The following member from the public spoke on the item:  
George Kousalous

Chair Frankel closed public comments.

Commissioner Salzhauer asked where the AC was being placed.

Board Member MacKenzie stated it was placed on the floor.

Chair Frankel stated that they are in compliance.

Vice Chair Sanchez thanked the applicant and is happy to move forward.

Board Member Landsman thanked the applicant and for the changes he made and for accommodating the Board for the changes that were made.

Chair Frankel asked Vice Chair Sanchez if he is happy with the changes.

Vice Chair Sanchez stated he is happy with the changes made by the applicant.

Board Member MacKenzie thanked the applicant for the changes he made. He commented to the Town Planner to be more stringent with the applications.

Town Planner Hickey addressed the comments made by Board Member MacKenzie regarding the plans and the requirements.

Board Member Bravo discussed the plans and its requirements and the inconsistencies.

Further discussion took place regarding the application and the changes made to the plans.

A motion was made by Board Member Landsman to approve the application and move forward, Seconded by Board Member Bravo. The motion carried by a 5-0 vote.

**B. 9309 Abbott Avenue – Addition**

Town Planner Hickey introduced the item. He stated that the rear setback is at 20 feet.

The property is located at 9309 Abbott Avenue, within the H30B zoning district. The applicant is requesting to build new additions to the first floor and second floor totaling roughly 1,000 square feet. The additions include a dining room/living room and playroom/family room.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes and based on the Zoning in Progress in place, along with the results of the review.
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation: Staff finds that the application meets both the 2020 and 2006 Zoning Codes and recommends approval.

Abraham Fried, the applicant was sworn into the record by Deputy Town Clerk Herbello.

Abraham Fried, applicant, thanked the Board for the work they have done.

Chair Frankel opened public comments.

Chair Frankel closed public comments.

Vice Chair Sanchez commented on not seeing a lot in terms of elevation. Asked what the transition from existing to new levels. He also stated that he does not see any new bathrooms and if the applicant is content with what they have.

Abraham Fried, applicant, answered the questions by Vice Chair Sanchez and stated he will be keeping the existing staircase.

Chair Frankel asked Town Planner Hickey if they are required to have interior plans.

Town Planner Hickey stated they are not required to provide interior plans.

Abraham Fried clarified that there will be two open rooms using the existing hallways.

Further discussion took place among the Board and Town Planner Hickey regarding the addition being made and the cut off value and raising the finished floor as well as the review of the plans.

Commissioner Salzhauer stated that at the next commission meeting they will be recommending the new planning firm.

Board Member Landsman asked if the motion to approve is denied would this item go on the next agenda.

A motion was made by Vice Chair Sanchez to approve the application with the following conditions: the applicant submit additional documentation for the interior as requested by Board Member MacKenzie, seconded by Board Landsman adjustment to the motion. The motion carried with a 3-2 vote with Board Member MacKenzie and Board Member Bravo voting in opposition.

**C. 824 88 Street – Awning**

This item was deferred to the October 29, 2020 Planning and Zoning Board Meeting.

**D. 1025 90<sup>th</sup> Street – Garage Conversion**

Town Planner Daniel Mantell introduced the item.

The property is located at 1025 90<sup>th</sup> Street, within the H30B zoning. The applicant is requesting to convert their existing 267 square-foot garage into a fourth bedroom. The owner is also planning to construct a new pool, wood pergola and new pavers for walkway and driveway, all under separate permits.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- 
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- 
- Staff Recommendation
- 

Staff finds the application meets both the 2020 and 2006 Zoning Codes subject to the following conditions of approval:



1. Comply with Sec. 90-50 (7) "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."
2. The FFE of the addition will need to be confirmed with the Building Department at time of Building Permit.

Brian Roller, applicant was sworn in by Deputy Town Clerk Herbello.

Vice Chair Sanchez asked if the applicant is raising the floor.

Brian Roller, applicant stated that he is raising the floor.

Board Member MacKenzie asked if this is approving the pool and pergola.

Brian Roller stated that is different it is the addition.

Board Member Bravo commented on the roof material and if it was white concrete tile for the addition.

Brian Roller stated there is no addition.

A motion was made by Board Member Landsman to approve the application, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

**E. 9157 Froude Avenue – Garage Conversion**

This item was deferred to the October 29, 2020 Planning and Zoning Board Meeting.

**F. 400 93<sup>rd</sup> Street – Front Yard Fence**

Town Planner Hickey introduced the item.

The property is located at 400 93<sup>rd</sup> Street, within the H30B zoning district. The applicant is requesting to build white aluminum picket fence along with an entrance gate for the walkway and access gate for the driveway.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review.
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets the 2020 Zoning Code, the 2006 Zoning Code and the current Zoning in Progress provided the following conditions are met:

- 1) Lot frontages wider than 50 ft and less than 100 ft have a maximum fence height of 4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft. Furthermore, all wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent. (Gates shall be required to meet this requirement)
- 2) Provide an elevation rendering for the proposed fence and gates to ensure a maximum opacity of 50% or less.

Deputy Town Clerk Herbello swore in the applicant into the record.

David Elmaleh, applicant introduced the item.

Commissioner Salzhauer asked regarding the fencing requirements.

Vice Chair Sanchez asked regarding the fencing on the lots, the landscape hedges and the enclosed area on the east side of the property as well as where the gate is located.

Further discussion took place among the applicant and Board members regarding the requirements and changes to the proposed fences.

After a lengthy discussion a motion was made by Board Member MacKenzie to defer this item to the October 29, 2020 Planning and Zoning meeting and provide the applicant with feedback as to what the Board would like to see. The motion received a second from Vice Chair Sanchez. The motion carried with a 5-0 vote.

Board Member Bravo requested that the applicant submit sign and sealed plans for their review.

Some discussion took place and the discussion will continue at the end under item 5A. Future Agenda Items.

**G. 9588 Harding Avenue – Sign**

The subject property is located at 9588 Harding Avenue and is within the SD-B40 zoning district. The applicant is requesting one (1) Permanent Wall Sign. The sign will be relocated from its previous address to this new location.

Staff has reviewed the current application for consideration by the Design Review Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets both the 2020 and 2006 Zoning Codes subject to the following:

**Condition of Approval**

- 1) All signage, lettering, logos or trademarks shall be limited to white illumination. Please provide additional details showing this requirement is being met. Code section 90-73.

Town Clerk McCready sworn in the applicant.

Board members posted a few questions to the applicant related to the sign.

Applicant addressed all questions and concerns.

Board Member Bravo made a motion to approve the application. The motion received a second from Board Member Landsman. The motion carried with a 5-0 vote.

**H. 9454 Harding Avenue – Sign**

This item was deferred to the October 29, 2020 Planning and Zoning Board Meeting.

**I. 9341 Collins Avenue – Monument Sign**

The subject property is located at 9341 Collins Avenue and is within the H120 zoning district (Formally the RD-1 zoning district in the 2006 code). The applicant is requesting to replace one (1) Ground Mounted Monument Sign.

Staff has reviewed the current application for consideration by the Planning and Zoning Board. In this report Staff presents the following:

- Applicable Zoning Code regulations for the 2006 and the 2020 codes based on the Zoning in Progress in place, along with the results of the review
- Applicable Design Guideline standards, along with the results of the review from the 2020 Zoning Code only.
- Staff Recommendation

Staff finds the application meets both the 2020 and 2006 Zoning Codes and the current Zoning in Progress based on the applicant's revised set of plans dated September 15, 2020.

Town Clerk McCready swore in the applicant.

Board Member Mackenzie asked if the number of the building could be located somewhere else instead of on the sign.

Applicant addressed the question and stated that he is fine with whatever the Board approves.

Board Member Bravo disagrees with Board Member Mackenzie and believes that the number should be visible on the sign.

Board Member Landsman agrees that the number should remain on the monument sign.

A motion was made by Board Member Bravo to approve the application. The motion received a second from Board Member Landsman. The motion carried with a 5-0 vote.

**J. 9472 Harding Avenue – Sign**

Item was deferred to the October 29, 2020 Planning and Zoning Board Meeting.

**5. Discussion Items:**

**A. Future Agenda Items**

Board members spoke about some items that are important for them to take into consideration with the zoning code rewrite. The following are some of the items.

George Kousoulas spoke regarding the zoning code

Jeff Rose spoke about FEMA requirements related to seawalls.

Anthony Blate spoke regarding the seawalls and the fact that DERM will review your seawall and if its old, you will have to upgrade it.

Visual survey of seawalls within the Town. Fifty percent (50%) of the value should be the trigger to require seawall replacement if needed.

Second story additions will be required to have an appraisal completed and presented to the Board. Department review should include the Building Department.

Related to fencing the majority of the Board would like to revert back to the 2006 code where fences are not allowed in front yards. However, the Board will have more time to think and provide some extra feedback during the next meeting.

**6. Adjournment**

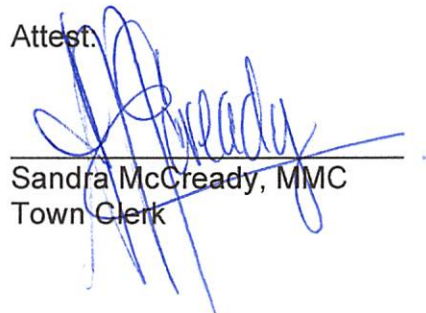
A motion was made by Board Member Landsman to adjourn the meeting without objection at 10:28 p.m. The motion received a second from Board Member Bravo. All voted in favor.

Respectfully submitted,

Accepted this 17 day of December, 2020.

  
Judith Frankel, Chair

Attest.

  
Sandra McCready, MMC  
Town Clerk



## **Town of Surfside**

### **TOURIST BOARD MEETING MINUTES**

**November 9, 2020– 5:30 p.m.**

#### **Opening Items:**

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

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

Present:                                Chair Lisa Herman  
    Vice Chair Eli Tourgeman  
    Board Member Robert Lisman  
    Board Member Ian Marovath

Absent:                                 Board Member Clara Diaz-Leal

Also present:                        Vice Mayor Tina Paul  
    Mitch Bierman, Town Attorney  
    Evelyn Herbello, Deputy Town Clerk  
    Frank Trigueros, Interim Tourism Director

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

##### **3. Approval of Meeting Minutes: October 5, 2020**

A motion was made by Vice Chair Tourgeman to approve the October 5, 2020 Tourist Board Meeting Minutes, seconded by Chair Herman. The motion carried with a 4-0 vote with Board Member Diaz-Leal.

##### **4. Resort Tax Collection**

Tourism Manager Trigueros requested this item to be deferred to the next meeting in order to finalize the information needed.

Vice Chair Tourgeman asked why there is always a delay in the hotels paying the Resort Tax fees since those funds have been collected already from their guests.

Tourism Manager Frank Trigueros stated that the 2% food and drink tax is paid by the hotel separately after the guest checks out and the 4% accommodation fee

does not actually funnel into the Town's account immediately. He stated he would give the Board members the actual amounts collected next week.

## **5. Holiday Lights 2020 Season**

Tourism Manager Trigueros gave an update on the holiday lights and stated that he sent the Board members the different banner design options. He went over the presentation with the different banner and light options that the Town Commission agreed upon.

Chair Herman asked when the banners would be installed.

Tourism Manager Trigueros stated that they are finalizing the details with the new vendors but most likely sometime next week.

Board Member Mavorah asked what was the rationale of doing the lights year-round.

Tourism Manager Trigueros stated having the lights all year round provided a cost savings and the merchants like the permanent lighting because it brings more light to their business. He spoke regarding the quality of the lights and what was decided by the Town Commission which was to try the permanent options and have it enhanced by the holiday lights on the monument signs and the banners.

Vice Chair Tourgeman asked if they have the ability to turn off the lights or are they on some type of schedule especially during the summer time.

Tourism Manager Frank Trigueros stated that they are controlled by the Public Works Department, and they can be adjusted seasonally.

Vice Mayor Paul stated that she asked the same question and it would be good to turn it off at certain times and turn them back during the holidays. She stated that is the reason they kept the monument sign lighting as well.

Vice Chair Tourgeman spoke regarding the lights in the past in comparison with Bal Harbour and it is a very dramatic feel when you get into Surfside. He stated that having it on all the time would lose its luster but agrees with having the lights. He likes the banners with the bright colors.

Tourism Manager Trigueros stated that having them turned on during some times and off on others could be something they can look into. He stated that he will speak with the Downtown Vision Advisory Committee (DVAC) and possibly sending a survey out to see how the business owners feels.

Chair Herman stated that the lights are a great idea and great for the tourists. She stated that she likes the banner options from Pinzur but her only change would be enlarging the word Surfside. She also suggested a banner at the top and bottom of the website to promote "Surfside".

Board Member Lisman stated to be cautious on the light temperatures.

Tourism Director Frank Trigueros stated that they will be looking at that as well and if it does not work out they will look at other options.

## **6. Holiday Banners 2020 Season**

Tourism Director Trigueros gave an update of the holiday banners.

Board Member Mavorah stated what he liked with last year's banners is that they are non-religious. He spoke regarding the new design and asked if they can use a more subtle design because all he sees are Christmas trees in this design. He stated last year's banners are less religious and more festive.

Tourism Manager Frank Trigueros addressed the comment made by Board Member Mavorah and stated that they had a short window of time this year with Pinzur and stated they can substitute the Christmas tree with something else like last year's option.

Board Member Mavorah asked if they could replace the smaller trees with either palm trees or turtles.

Further discussion took place among the Board members regarding the different banner designs and they provided some options to the current design.

Rachel Pinzur addressed the comments and suggestions made by the Board Members regarding the design and the opportunities to make changes or go with last year's design.

Board Member Lisman stated that the design overall is taking a step back from the modern approach and the neutrality from last year and stated the colors are hard to look at and not matching the brand identity of Surfside.

Vice Mayor Paul stated that she liked last year's banners. She stated that the blue one you can see the word Surfside better. She agrees that the word Surfside needs to be bigger and if they can improve last years with how Surfside looks.



Board Member Lisman gave suggestions on last year's design to make Surfside more prominent.

Further discussion took place among the Board Members on changes to last year's design.

Tourism Manager Trigueros stated that he will request the working file from Jacober and make those changes to the design.

A motion was made by Vice Chair Tourgeman to have the three-color banners from last year and make changes to have the name "Surfside" more prominent, place the "Surfside" word on the bottom, happy holidays on the top and have Rachel Pinzur come back with some design ideas, seconded by Board Member Mavorah. The motion carried with a 4-0 vote with Board Member Diaz-Leal absent.

A motion was made by Vice Chair Tourgeman to approve the \$2,294.00 expenditure for a eco-friendly banners, seconded by Chair Herman. The motion carried with a 4-0 vote with Board Member Diaz-Leal absent.

## **7. Support Local Update**

Tourism Manager Frank Trigueros gave an update of the item and the approval of the grant program that was approved through the CARES Act. He stated that the final amount will be \$105,000 and the check should be coming soon. He stated that they are working on the communication aspect with the businesses and the application deadline in December.

Rachel Pinzur spoke regarding the promotional aspect in promoting the CARES Act application and its deadline.

## **8. Media Visit: Chilean Press**

Tourism Manager Frank Trigueros gave an update of the item and spoke regarding the Chilean press, the networking and gave a recap presentation to the Board. He stated that he would need approval from the Board in order to have the funding for the media visit and it would be below \$1,500 in order to market the Town of Surfside to the international market.

Board Member Lisman stated that this type of initiative is very effective.

Board Member Mavorah stated that he agrees with this initiative as well.

Chair Herman asked if Rachel Pinzur will be helping with this.

Tourism Manager Frank Trigueros stated that yes, she would be assisting with this initiative.

A motion was made by Chair Herman to approve expenditure of \$1,500 for the Chilean media visit, seconded by Board Member Lisman. The motion carried with a 4-0 vote with Board Member Diaz-Leal absent.

## **9. Tourism Public Relations & Media Activities**

Rachel Pinzur gave an update and a synopsis of her experience with Surfside and the work she has done in the past. She also provided a PowerPoint presentation. She stated that within the next year they will need to be creative to determine what makes Surfside different from everyone else while still staying safe throughout this pandemic. She also suggested to create a type of master series with an executive chef and shop owners for the tourists but also the residents.

Vice Chair Tourgeman stated that he would like to have Surfside promoted as an eco-friendly town. He would like to have incorporated keeping Surfside clean.

Rachel Pinzur addressed the comments made by Vice Chair Tourgeman and spoke regarding the eco-friendly campaign that they are working on.

Further discussion among the Board and Rachel Pinzur took place regarding different campaigns, enhancing the Community Center programs and packages available in selling the destination to the residents and the tourists.

Board Member Mavorah asked regarding if there are any plans on targeting staycations and getting people here through local publications and influencers.

Rachel Pinzur answered Board Member Mavorah's question and stated that they are going to be looking at the market for staycations.

Tourism Manager Frank Trigueros stated that an environmentally conscious campaign will be highlighted as much as possible. He asked for a vote to approve the ecofriendly material option for the holiday street banners, which is \$2,294 instead of \$2,194.

Consensus was reached by the Board Members to move forward with the holiday street banners.

Vice Chair Tourgeman left the meeting at 7:00 p.m.

## **10. Discussion Items:**

### **A. Board Follow Ups: Turtle Sculptures, Instagrammable Spot, Beach Cleanup & More**

Tourism Manager Frank Trigueros gave an update of the items. He also gave an update on the paddleboard and kayak launch.

Vice Mayor Paul stated that she has an item on the agenda for the kayak launch and she suggested to have a survey to determine where the residents would like to have the launch.

Chair Herman asked the reasoning why there could not be a kayak launch at the street ends.

Vice Mayor Paul stated that they have to build a dock with the correct permission from the State and it would not be ideal at the street ends and spoke regarding possibly purchasing a piece of property to be able to build a dock and kayak launch.

Tourism Manager Trigueros gave an update on the turtle walk sculptures and gave a presentation on the cost, which was approximately around \$1,200 for each fiberglass sculpture without any decoration.

Tourism Manager Trigueros mentioned that an additional turtle sculpture could be used as a potential "Instagrammable" spot. He showed examples of Instagrammable spots at other destinations such as a hashtag bench in Ibiza to illustrate examples.

Board Member Mavorah asked if they are replacing all the turtles or one turtle.

Tourism Director Frank Trigueros stated that the Board had asked about possibly adding more turtles and different signs, and lighting or other alternative options. No turtle sculptures are set to be replaced.

**B. Next Meeting: Monday, December 7, 2020 at 5:30 p.m.**

Tourism Director Frank Trigueros advised the Board members of the next meeting date being December 7, 2020 at 5:30 p.m.

Town Attorney Bierman explained that the Governor's order of virtual meetings expired but some municipalities have issued their own emergency orders to continue with zoom or hybrid meetings.

Consensus was reached in agreement to hold the next meeting on December 7, 2020 at 5:30 p.m. via zoom.

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

There were no public speakers.

## 12. Adjournment


There being no further business to discuss before the Tourist Board, Board Member Mavorah made a motion to adjourn the meeting at 7:12 p.m., seconded by Chair Herman. The motion carried with a 3-0 vote with Board Member Diaz-Leal and Vice Chair Tourgeman absent.

Respectfully submitted:

Accepted this 7<sup>th</sup> day of December, 2020

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

Attest:

  
\_\_\_\_\_  
Evelyn Herbelto  
Deputy Town Clerk



**Town of Surfside**

**PARKS & RECREATION COMMITTEE  
MEETING**

**MINUTES**

**November 16, 2020 at 7:00 p.m.**

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

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

The following were present: Chair Retta Logan  
Vice Chair Nicole Travis  
Committee Member Janice Tatum  
Committee Member Frank MacBride, Jr.

Absent: Committee Member Marta Olchyk

Also, present: Andrew Hyatt, Town Manager  
Tim Milian, Parks and Recreation Director  
Evelyn Herbello, Deputy Town Clerk  
Commissioner Nelly Velasquez

**2. Agenda and Order of Business**

Town Manager Hyatt introduced himself to the Committee members.

**3. Approval of Minutes: October 19, 2020**

A motion was made by Committee Member Tatum to approve the October 19, 2020 Parks and Recreation Committee Meeting Minutes, seconded by Vice Chair Travis. The motion carried with a 4-0 vote with Committee Member Olchyk absent.

**4. Halloween Events Recap – Tim Milian, Parks and Recreation Director**

Parks Director Milian gave a recap of the Halloween event which was the monster mash with 39 participants. He stated that they are still doing things via zoom and that is why they did the monster mash with the back to school theme.

Vice Chair Travis stated the event was a success and most of the children were in their costumes.

Parks Director Milian stated the other event was the pumpkin carving contest. They gave away pumpkins. The pumpkin carving designs were emailed and posted and they gave the top three (3) an award.

Parks Director Milian stated there were two (2) Halloween movie nights.

Vice Chair Travis stated it was a great event for the children and the event was a success.

Parks Director Milian stated that they were able to assess what they want to do in November and determine which movies they will be showing. They will increase the families from 15 to 20 and they will be able to spread it out and still have it be comfortable and accommodate more families.

#### **5. Additional Fall/Holiday Events – Tim Milian, Parks and Recreation Director**

Parks Director Milian gave an update of the additional fall and holiday events.

Parks Director Milian stated that all everything is done inhouse and being outside is a perfect environment to make it a successful event. He spoke regarding the December events that will include a movie night. He stated that Santa and Friends will be coming to Surfside on December 13, 2020 from 10:30 am to 1:00 pm and there will be a special guest with Santa which will be Danny the dancing Dradel. He stated that there will be a Zoom Story Time with Santa and Mrs. Clause also with Danny the dancing Dradel which will be online and also on channel 663. He stated that there will be a Scavenger Hunt throughout Town which will be a Surfside turtle that will be set up in a designated area and participants will take pictures with the turtle. Whoever finds all five will receive a special prize. He also stated they will be having a senior Bingo Night on December 23, 2020.

Commissioner Velasquez asked Parks Director Milian regarding the photo with Santa and what time that would take place. She asked within that time frame how many residents will be able to be accommodated and how many pictures are taken.

Parks Director Milian stated that it should be approximately 15 families will be accommodated and it would be about 25 pictures that will be taken.

Chair Logan stated that the residents have to reserve their spot for the picture taking with Santa.

Commissioner Velasquez asked if there are more participants if times would be extended.

Parks Director Milian stated that they are unable to do that and it is up to the vendor if a new date would have to be scheduled.

#### **6. New Normal Program Registration - Tim Milian, Parks and Recreation Director**

Parks Director Milian gave an update of the new normal program registration. He stated that they decided to do this a week in advance to set up the registration date. He spoke regarding the Tennis programs and stated that their programs are popular. He commented on the feedback and ideas residents and Committee members have provided.

Chair Logan asked when the registration will go out.

Parks Director Milian stated that registration will be available next week. He commented on revising the registration process. He spoke regarding the limited courts they have available. He gave some updates and feedback on the tennis program.

Vice Chair Travis spoke regarding the Tennis program and registration process and stated there is a supply and demand issue with that program.

Parks Director Milian addressed the comments made by Vice Chair Travis regarding summer camp, supply and demand and registration process and the height of tennis season.

Further discussion took place among the Committee members and staff regarding the registration process and spots available for the tennis program as well as the soccer program. Discussion regarding having a priority registration process would assist the children and it will let you know how many slots you have available.

Commissioner Velasquez commented that doing the online registration would be great because it would give more opportunity to parents to be able to bring their children to the tennis court and asked if there is a possibility to have different time frames. She also asked how the information gets out to the residents.

Parks Director Milian stated that there is an email blast that goes out, on the website and gazette advising everyone in advance.

Vice Chair Travis asked if they are willing to do weekend clinics.

Parks Director Milian stated they just have not had community need to have clinics on the weekend.

Further discussion took place among the Committee members and Parks Director Milian regarding different programs available.

Committee member MacBride asked if in the tennis program there is a competition that other towns have players that the kids could work towards other than sharpening their skills. He also asked if those children could participate in more than one program.

Parks Director Milian stated that they do not have a competitive program as he stated. He stated it is a recreational program and the children could choose to participate in more than one program.

#### **7. 96<sup>th</sup> Street Park Project Update - Tim Milian, Parks and Recreation Director**

Parks Director Milian gave an update of the project and stated that it will be going forward for approval in December before the Commission.

Commissioner Velasquez asked when the information will be given to the Commission.

Parks Director Milian stated it will be sent to the Commission once the documents are ready and will be part of their December Agenda Packet.

Commissioner Velasquez asked that once the Commission approves this portion the next step is the design concept.

Parks Director Milian stated that once the Commission approves this the next step will be the design concept.

Vice Chair Travis stated that the kayak launch should be on the agenda and if there is any movement with having a feasibility study to include a kayak launch.

Parks Director Milian stated that the kayak launch is still a possibility to be a part of the 96<sup>th</sup> Street Park project. He also stated that Vice Mayor Paul has an item on the Commission agenda to discuss the kayak launch.

Chair Logan stated that having the kayak launch on our agenda is redundant because the Commission has to authorize and determine the kayak launch.

Committee member Travis stated that it has been on the agenda and the Committee should keep the kayak launch on the top of the agenda.



Further discussion took place among the Committee members regarding the kayak launch.

Parks Director Milian stated that the kayak launch is part of the 96<sup>th</sup> Street Park project.

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

No public speakers.

**9. Next Meeting: December 21, 2020**

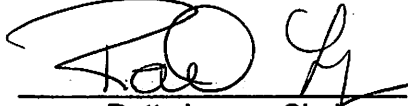
Parks and Recreation Director Milian advised the Committee of the next Parks and Recreation Committee Meeting date. Consensus was reached to have the next meeting in person on December 21, 2020 at 7:00 p.m.

**10. Adjournment**

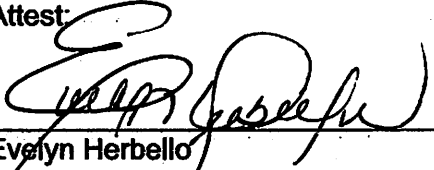
A motion was made by Committee Member MacBride to adjourn the meeting without objection at 8:06 p.m. The motion received a second from Vice Chair Travis. The motion carried with a 4-0 with Committee Member Olchyk absent.

Respectfully submitted:

Accepted this 21 day of December, 2020.

  
\_\_\_\_\_  
Retta Logan, Chair

Attest:

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



## Town of Surfside

### SPECIAL DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

November 19, 2020 – 6:00 p.m.

#### Opening Items:

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

The meeting was called to order by Deputy Town Clerk Herbello at 6:02 p.m.

The following Members introduced themselves:

Zoya Pashenko  
Celida Cuenca  
Marianne Meishcheid  
Meghan Rote  
Elliott Kula  
Commissioner Charles Kesl, Commission Liaison

Also, present: Frank Trigueros, Tourism Manager  
Evelyn Herbello, Deputy Town Clerk  
Clara Diaz-Leal, Tourist Board Liaison (arrived at 6:14 pm)

#### 2. Agenda and Order of Business

Chair Meischheid asked regarding the survey for the businesses.

Tourism Manager Frank Trigueros answered Chair Meishcheid's question regarding the downtown survey and-mentioned the idea of working with Pinzur to help disseminate.

Committee Member Cuenca spoke regarding the survey and the elements that should be included in the survey for the business owners.

Tourism Manager Frank Trigueros addressed the comments made by the Committee regarding the survey and the information to be sent to the business owners.

Further discussion took place among the Committee members regarding the survey and what questions should be on the survey. It was agreed upon that the survey should

focus on what would make residents more likely to frequent existing businesses as well as identifying new businesses that the community would find appealing. Staff agreed to begin developing the new survey which would be brought to the next DVAC meeting for the committee to work on.

Town Clerk McCready advised the Committee Members that an email was sent to them to see their availability for a Special Downtown Advisory Committee Meeting on December 1, 2020 and requested their availability to hold a special meeting on December 1, 2020.

Town Clerk McCready also advised the Committee Members of their next regular Meeting which will be held on December 17, 2020.

Consensus was reached to hold a Special DVAC Meeting on December 1, 2020 and the regular meeting December 17, 2020.

Further discussion took place among the Committee regarding vacant businesses.

### **3. Approval of Minutes – October 1, 2020**

Chair Meishcheid requested correction on the set of minutes to reflect the accurate address being 9491 Harding regarding the boarded-up property.

A motion was made by Committee Member Kula to approve the September 17, 2020 minutes as amended, seconded by Committee Member Cuenca. All voted in favor.

### **4. Resort Tax Collection and Impact on Businesses**

Tourism Manager Frank Trigueros gave an update on the item and provided a presentation.

Tourist Board Liaison Diaz-Leal spoke regarding the lending process to small businesses from her experience as a banker.

Commissioner Kesl welcomed Committee Member Kula. He stated this committee is essential and would like for this committee to come up with things they can take action on. He stated the need to act quickly to assist the businesses.

Chair Meischeid addressed the comments made by Commissioner Kesl and the presentation by Tourism Manager Frank Trigueros. She stated that this is a great time to look into having small businesses being introduced to marketing and social media best practices, recalling the Tourist Bureau's previous Tourism Business Enhancement sessions a few years ago.

Tourism Manager Frank Trigueros provided the history on that initiative and mentioned that perhaps something similar could be organized remotely in conjunction with Rachel Pinzur and some of her partners.

Tourist Board Liaison Diaz-Leal asked if there is a lack of engagement from the individuals coming into the businesses.

Further discussion took place among the Committee regarding different options in having the business be involved.

**5. Small Business Grant Assistance Program**

The item was deferred to the December 1, 2020 Special meeting.

**6. Tourist Board Update**

The item was deferred to the December 1, 2020 Special meeting.

**7. New Downtown Lighting; Holiday Lighting**

Committee Member Cuenca asked regarding the holiday lights in the Town.

Vice Chair Pashenko answered Committee Member Cuenca's comments regarding the holiday lights and that the information was sent via email.

Tourism Manager Frank Trigueros stated that he did send out an email regarding the holiday lights and they are waiting to see when they will be installing them. The monument signs have been installed and the holiday banners will be hung on Monday.

Commissioner Kesl asked if there is anything, they can do to speed it up.

Tourism Manager Frank Trigueros replied to Commissioner Kesl's comment and stated that they are working to get the lights up as quickly as possible.

**8. Public Comment – (3-minute limit)**

The following individual from the public spoke:

George Kousoulas spoke regarding the role of a liaison. He also discussed public art and why some storefront owners would like their businesses to be vacant.

Committee Member Kula stated that they should look into revisiting the public art discussion.

**9. Adjournment**

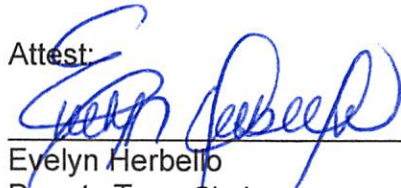
A motion was made by Committee Member Kula to adjourn the meeting 6:46 p.m. The motion received a second Vice Chair Pashenko and all voted in favor.

Respectfully submitted:

Accepted this 01 day of December, 2020

  
Marianne Meishcheid, Chair

Attest:

  
\_\_\_\_\_  
Evelyn Herbell  
Deputy Town Clerk



## Town of Surfside

### SPECIAL DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

December 1, 2020 – 6:00 p.m.

#### Opening Items:

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

The meeting was called to order by Deputy Town Clerk Herbello at 6:06 p.m.

The following Members introduced themselves:

Chair Marianne Meishcheid (arrived at 6:27 pm)  
Vice Chair Zoya Pashenko  
Committee Member Elliott Kula  
Committee Member Meghan Rote

Absent: Committee Member Celida Cuenca  
Clara Diaz-Leal, Tourist Board Liaison  
Commissioner Charles Kesl, Commission Liaison

Also, present: Frank Trigueros, Tourism Manager  
Evelyn Herbello, Deputy Town Clerk  
Andrew Hyatt, Town Manager

#### 2. Agenda and Order of Business

#### 3. Approval of Minutes – November 19, 2020

A motion was made by Committee Member Rote to approve the November 19, 2020 minutes as amended, seconded by Vice Chair Pashenko. The motion carried with a 3-0 vote with Chair Meischeid and Committee Member Cuenca absent.

#### 4. 2021 Regular Downtown Vision Advisory Committee Meeting Dates

Deputy Town Clerk Herbello provided the 2021 dates for the regular Downtown Vision Advisory Committee meetings.

A motion was made by Committee Member Rote to approve the 2021 Downtown Vision Advisory Committee Meeting dates, seconded by Vice Chair Pashenko. The motion carried with a 3-0 vote with Chair Meisheid and Committee Member Cuenca absent.

## **5. Resort Tax Collection**

Tourism Manager Trigueros provided an update.

Vice Chair Pashenko asked if there has been any increase in the hotels.

Tourism Manager Trigueros stated that they have seen an increase and they have reported a pick up.

## **6. Tourist Board Update**

Tourism Manager Trigueros provided an update and stated giving the businesses a platform on the website in order to assist the businesses and they have developed a local update for each business to have an area to give an update on their business and special offers. The Town is monitoring COVID and they are coming up with a plan to see what needs to be focused on and providing the right messaging.

Tourism Manager Trigueros commented on different businesses which received itineraries and travel series that will be airing in March.

Committee Member Kula asked if pop ups could be added to the survey to see if the code would allow those types of businesses.

Tourism Manager Trigueros addressed the comments from Committee Member Kula regarding the pop ups and looking at it with the attorneys to see if any changes have to be done to the code. Also including a pop-up question on the survey.

## **7. Small Business Assistance Grant Program**

Tourism Manager Trigueros provided an update of the program and addressed questions and comments made by the Committee members.

## **8. Downtown Survey**

Tourism Manager Trigueros provided an update and provided a few questions to be placed on the survey.

Discussion took place among the Board Members regarding the survey and what incentives the public would have to go to the stores.

Rachel Pinzur spoke regarding supporting local businesses and has discussed ideas for the survey and spoke regarding the kayak launch that is going out soon and would not like to put out too many surveys in order to have more participation. She stated that many like handouts.

Further discussion took place regarding options for the survey and handouts and rules in place of competitive businesses.

The following individual from the public spoke on the item:

Jeff Rose  
George Kousoulas

## **9. PINZUR PR Zoom**

Chair Meischeid introduced the item.

Rachel Pinzur gave an update and their recommendation would be putting together a presentation and record it so that businesses that aren't able to attend can also enjoy the session. She spoke regarding digital marketing.

## **10. Art in Public Places**

Tourism Manager Trigueros provided an update and possibly having more public art and what the steps are to revisit that discussion and discussed the challenges.

Committee Member Kula discussed regarding some ideas to be done on some of the walls and free-standing pieces.

Committee Member Rote asked regarding which body would have the authority to approve the items.

Tourism Manager Trigueros addressed the comments made by Committee Member Rote.

Committee Member Kula asked regarding art in different areas.

Chair Meischeid spoke regarding enhancing the sidewalks on Harding Avenue.

Tourism Manager Trigueros discussed looking at the City of Hollywood's materials and the styles of the sidewalks and colors.

Chair Meischeid stated that her recollection was to obtain pricing on refurbishing sidewalks between 96<sup>th</sup> and 94<sup>th</sup> on Harding Avenue.



Tourism Manager Trigueros will look into if they obtained pricing information and will advise the Board and will do some research.

Vice Chair Pashenko would like to see the pricing and options.

Further discussion took place among the Board Members regarding the sidewalk refurbishment and the different options available and the Board recommendations.

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

### 11. New Agenda Items from Committee Members

Town Clerk McCready provided to the Committee members an overview of the procedure for agenda items on future agenda and their timeline.

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

There were no speakers during public comment.

### 13. Adjournment


A motion was made by Committee Member Kula to adjourn the meeting 7:17 p.m. The motion received a second Vice Chair Pashenko. The motion carried with a 4-0 vote with Committee Member Cuenca absent.

Respectfully submitted:

Accepted this 15<sup>th</sup> day of December, 2021.

  
Marianne Meishcheid, Chair

Attest:

  
Evelyn Herbello  
Deputy Town Clerk



# MEMORANDUM

<b>ITEM NO.</b>	<b>3E</b>
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**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission

**From:** Andrew Hyatt, Town Manager

**Date:** January 14, 2021

**Subject:** Installation of a New On-site 2000 Gallon Above-ground Unleaded Fuel Storage Tank to Replace an Existing 2500 Gallon Under-ground Storage Tank at Town Hall Government Complex

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Currently, the Town vehicle fleet is fueled by an on-site underground unleaded fuel tank with a fuel management dispenser and system. The tank serves the Police, Public Works, Parks and Recreation and the Code Compliance Departments as a centralized fueling point that is managed by the Public Work Department. The existing underground tank was installed in 1991 and has reached its 30-year cycle life. After 30 years, the tank is no longer insurable and needs to be replaced.

As various fuel tanks have been replaced, they have been converted to above ground storage tanks. This is in order to mitigate any environmental issues that can arise from underground storage tank failures. Having the tanks above ground allows for visual monitoring and accessible repairs. The Town has historical records with Miami-Dade DERM regarding previous tank failures which require site remediation. Some of these remediations are in progress while others have been closed.

The Public Works Department obtained various quotes from Petroleum Construction Contractor's (PCC) for the installation of an above ground fuel tank to replace the existing underground 2500-gallon storage tank. In order to obtain savings, many of the existing components such as the dispenser pump will be salvaged for use in the new tank. For additional savings, the Town will self-perform various quoted items such as concrete pads and bollards. As a result, refer to **Table A – "Fuel Tank Quotes"** below:

Item Number	Contractor	Total Cost	Removed Scope Cost	Revised Total Cost
1	Florida Pump and Meter	\$59,015.44	\$11,550.00	\$47,465.44
2	Gulfstream Petroleum Services	\$58,975.00	\$0.00	\$58,975.00
3	Atlantic Pump and Equipment	\$65,235.00	\$5,342.05	\$59,892.95

**Table A – "Fuel Tank Quotes"**

All companies were provided a cost submittal form which broke down scope of work. Submittals can be found in **Exhibit A**. Florida Pump and Meter as well as Atlantic Pump and Equipment provided pricing per cost submittal sheet. Gulfstream Petroleum Services

was not responsive in providing a price breakdown but did provide a total lump sum cost for the project.

After review of price submittals, the Town administration recommends that the Town Commission approve the expenditure of \$47,465.44 with Florida Pump and Meter for services as outlined in bid submittal sheet for the replacement of an existing 2500-gallon underground storage tank with a 2000 gallon above ground storage tank. Funding for this project will be reallocated from unutilized budget in the Capital Projects Fund related to the completed Town Hall Police Parking Lot Fence project.

Reviewed by

Prepared by

**RESOLUTION NO. 2021 \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FLORIDA PUMP AND METER, LLC, FOR THE INSTALLATION OF AN ONSITE ABOVEGROUND FUEL STORAGE TANK AT THE TOWN HALL GOVERNMENT COMPLEX; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS OR UTILITIES PURCHASE FOR TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) currently utilizes a 2,500 gallon onsite underground storage tank (“UST”) with an unleaded fuel management dispenser system at the Town Hall Government Complex to provide fuel to the Town’s vehicle fleet; and

**WHEREAS**, the Town’s UST was installed in 1991 and is approaching its 30-year life cycle limit and must be replaced in order to avoid tank failure; and

**WHEREAS**, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities purchases or work for Town facilities are exempt from competitive bidding; and

**WHEREAS**, the Town solicited three quotes to replace its existing UST with a 2,000 gallon aboveground unleaded fuel storage tank (“AST”); and

**WHEREAS**, Florida Pump and Meter, LLC (“Contractor”) submitted the lowest quote, attached hereto as Exhibit “A,” for the installation and replacement of the Town’s UST with an AST (“Work”) in the amount of \$47,465.44 (“Quotation”); and

**WHEREAS**, the Town Commission wishes to approve the Quotation from the Contractor for the Work attached hereto as Exhibit “A”, and authorize the Town Manager to enter into an agreement with the Contractor for the Work; and

WHEREAS, the Town Commission finds that this Resolution is in the best interests 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. Approval of Florida Pump and Meter, LLC; Exemption from Competitive Bidding; Authorization to Town Manager.** The Quotation from the Contractor for the Work in the amount of \$47,465.44 is hereby approved. The Town Commission finds that, pursuant to Section 3-13(7)(f) of the Town’s Code, the selection and approval of the Quotation from the Contractor for the Work is exempt from competitive bidding. The Quotation in substantially the form attached hereto as Exhibit “A” is hereby approved, and the Town Manager is authorized to execute an agreement for the Work, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 3. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of January, 2021.

**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  
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



**Town of Surfside  
Public Works Department  
Request for Quote**

**Installation of New 2000 Gallon Above Ground Storage Tank (AST) for Fuel Storage**

**INSTRUCTIONS AND NOTES:**

The Town of Surfside is seeking quotes from licensed PCC Contractors for the furnishing and installation of a 2000 gallon AST tank per specifications in sections below. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform the scope of work as outlined in each section. No deposits for work will be provided. Contractor can request for payment for materials ordered prior to installation which is considered materials stored.

Item Number	Item Description	Quantity	Unit	Total Cost
1	<u>Engineering and Permitting</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1	Engineering drawings - Gather information and compose engineering drawings signed and sealed for permitting. Price includes revisions that may be required as a result of the permitting process.	1	LS	\$ 3,500
1.2	Permitting - Procure permitting process with Town of Surfside Building Department, Miami-Dade DERM and Fire. Procure permitting process with FDEP. All permit fees issued by various agencies are reimbursable.	1	LS	\$ 2,500
2.0.0	<u>Tank Installation</u>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
2.1	Furnish and Install New AST 2000 gallon UL 2085 Fuel Tank (Double Wall) or equivalent at location specified and approved in engineering drawings. Includes all piping and fittings. Includes spill containment, monitoring gauge, air vent, interstitial leak gauge and electrical. Includes signage and place cards.	1	Each	\$ 22,757.39
2.2	Relocate existing fuel dispenser to new location. Includes the furnishing and installation of fittings, piping to the new AST tank and base pad. Relocate existing communication system to new location. A new communication system can be installed as an alternate if the system is cellular based. Make note of alternative in pricing. - <b>new comm. system</b>	1	Each	\$ 18,708.05
2.3	Furnish and Install 12-INCH concrete pad at location specified and approved in engineering drawings. Dimensions to be determined by engineering drawings. - <b>includes pad for vehicle fueling</b>	1	ls	<del>\$ 8,400</del> 0.00
2.4	Furnish and Install concrete bollards at location specified and approved in engineering drawings.	1	ls	<del>\$ 3,150</del> 0.00
<b>Total Project Cost</b>		<i>Leave blank</i>	<i>Leave blank</i>	<del>\$ 59,015.44</del>

★ *Lowest.*  
*A.G. 11/30/20*

**REVISED PROPOSED: \$47,465.44**  
**NOTE: ITEM 2.3 AND 2.4 WERE**  
**SELF PERFORMED BY TOWN**



Town of Surfside  
Public Works Department  
Request for Quote

Installation of New 2000 Gallon Above Ground Storage Tank (AST) for Fuel Storage

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by the Town of Surfside. The undersigned further certifies that he/she has read all documents relating to this request and this quote is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this request for quote.

Authorized Signatory: CM

Executed by: christine bedard

(Type or print name)

Title: manager

for (Company): Florida Pump & Meter



# GULFSTREAM PETROLEUM SERVICES, INC.

## Proposal

Date: November 6<sup>th</sup>, 2020

To: Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154

Attention: Hector Gomez <hgomez@townofsurfsidefl.gov>

Job Site: Same

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Labor, Materials And Equipment To Do The Following:


1. Obtain permits from Miami Dade County and The Town of Surfside.
2. Furnish and install a 2000 Gallon Fireguard UL2085 cylindrical above ground gasoline tank. Tank to have a ships ladder for filling the tank and a dispenser deck welded on the other end to mount the dispenser.
3. Tank is to be installed on a new 8" steel reinforced concrete slab as per tank manufacturer's specs and a 10' X 20' X 8" drive pad for vehicle fueling.
4. Furnish and install a Red Jacket 3/4HP submersible pump and a Gasboy Model 9153 KF single hose dispenser mounted on a Bravo above ground dispenser liner.
5. Conduct all required testing and inspections.
6. Re-locate existing tank management system.
7. No electric is included in this quote.

Total Amount: \$ 58,975.00

Terms: Net Due Upon Completion

All material is guarantee to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance and are OSHA trained and certified. Gulfstream Petroleum Services carries \$5,000,000.00 of Pollution Liability Insurance

Authorized Signature



Date

Nov 6, 2020

Accepted Authorized Signature

Date:

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936 SW 1<sup>st</sup> Avenue • Suite 439 • Miami, Florida 33130  
Phone: (305) 281-7240 / (305) 986-5639 Fax: (305) 234-2321  
www.GPSfuel.com



**Town of Surfside  
Public Works Department  
Request for Quote**

**Installation of New 2000 Gallon Above Ground Storage Tank (AST) for Fuel Storage**

**INSTRUCTIONS AND NOTES:**

The Town of Surfside is seeking quotes from licensed PCC Contractors for the furnishing and installation of a 2000 gallon AST tank per specifications in sections below. Payment shall be for the units ordered, placed, and accepted by the Town. The following work consists of furnishing all labor, materials, supplies equipment, tools, transportation and supervision necessary to perform the scope of work as outlined in each section. No deposits for work will be provided. Contractor can request for payment for materials ordered prior to installation which is considered materials stored.

Item Number	Item Description	Quantity	Unit	Total Cost
1	<u>Engineering and Permitting</u>	<i>Leave Blank</i>	<i>Leave Blank</i>	<i>Leave Blank</i>
1.1	Engineering drawings - Gather information and compose engineering drawings signed and sealed for permitting. Price includes revisions that may be required as a result of the permitting process.	1	LS	\$ 4,200.00
1.2	Permitting - Procure permitting process with Town of Surfside Building Department, Miami-Dade DERM and Fire. Procure permitting process with FDEP. All permit fees issued by various agencies are reimbursable.	1	LS	\$ 3,000.00
2.0.0	<u>Tank Installation</u>	<i>Leave blank</i>	<i>Leave blank</i>	<i>Leave blank</i>
2.1	Furnish and Install New AST 2000 gallon UL 2085 Fuel Tank (Double Wall) or equivalent at location specified and approved in engineering drawings. Includes all piping and fittings. Includes spill containment, monitoring gauge, air vent, interstitial leak gauge and electrical. Includes signage and place cards.	1	Each	\$ 24,025.30
2.2	Relocate existing fuel dispenser to new location. Includes the furnishing and installation of fittings, piping to the new AST tank and base pad. Relocate existing communication system to new location. A new communication system can be installed as an alternate if the system is cellular based. Make note of alternative in pricing.	1	Each	\$ 20,751.65
2.3	Furnish and Install 12-INCH concrete pad at location specified and approved in engineering drawings. Dimensions to be determined by engineering drawings.	1	ls	<del>\$ 9,300.05</del> 0.00
2.4	Furnish and Install concrete bollards at location specified and approved in engineering drawings.	1	ls	<del>\$ 3,958.00</del> 0.00
<b>Total Project Cost</b>		<i>Leave blank</i>	<i>Leave blank</i>	<del>\$ 65,235.00</del>

*INCLUDES ALL BUT 3RD H.H.H.  
H.H. 11/30/20.*

**\$51,976.95 REVISED  
OMITTED 2.3 AND 2. DUE TO  
SELF PERFORMED**



**Town of Surfside  
Public Works Department  
Request for Quote**

**Installation of New 2000 Gallon Above Ground Storage Tank (AST) for Fuel Storage**

The undersigned attests to his/her authority to submit this bid and to bind the firm herein named to performed as per contract, if the firm is awarded the contract by the Town of Surfside. The undersigned further certifies that he/she has read all documents relating to this request and this quote is submitted with full knowledge and understanding of the requirements and time constraints noted herein. By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this request for quote.

Authorized Signatory: Tom Livingston

Executed by: Tom Livingston  
(Type or print name)

Title: owner

for (Company): Atlantic Pump & Equipment

**Atlantic Pump & Equipment**  
 1360 SW 30th Street  
 Fort Lauderdale, FL 33315  
 954-257-1883  
 atlanticpump@bellsouth.net

# Estimate

**ADDRESS**  
 Town Of Surfside  
 9293 Harding Ave.  
 Surfside, FL 33154

**SHIP TO**  
 Town Of Surfside  
 9293 Harding Ave.  
 Surfside, FL 33154

**ESTIMATE #** 9006  
**DATE** 11/06/2020

<u>ACTIVITY</u>	<u>QTY</u>	<u>RATE</u>	<u>AMOUNT</u>
<b>Labor &amp; Material</b>	1	65,235.00	65,235.00

Labor & material to install 2,500 gallon fireguard tank and all below listed equipment. A crane will be provided, the dispenser will be relocated and all plumbing will be connected. A new Fuel Cloud Fuel Management system will be installed and programmed. Engineered drawing will be provided. All concrete slabs for tank and fueling will be provided along with bollard poles. All electric will be ran and connected. Permits will be pulled and we will be present for all inspections.

Equipment:  
 MO 517 3.5 gallon 2" overspill manhole assembly, PPV vent Viton, MO 918 Clock fuel level gauge with battery powered high level warning alarm, All DEP required decals for tanks, Red Jacket 3/4HP complete pump assembly, Red Jacket starter box single phase, Interstitial leak gauge, Crane, Electric for grounding tank, grounding rods, wire, straps, Sump, Stainless steel entry Boot, MO Anti Siphon, Plumbing Material, OPW shear valve, Fuel Cloud cloud box, explosion proof enclosure, iPad with case, pedestal.

SUBTOTAL	65,235.00
TAX	0.00
<b>TOTAL</b>	<b>\$65,235.00</b>

Accepted By

Accepted Date



# MEMORANDUM

**ITEM NO. 3F**

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

**From:** Andrew Hyatt, Town Manager

**Date:** January 14<sup>th</sup>, 2020

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

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The Town of Surfside, Parks and Recreation Department, has previously arranged each year for the professional coaching and instruction for Youth Sports Program participants with contractual sports coaching services. Over the past 14 years Alves Sports group (Formerly known as Cyclone Soccer) and GM Sports have provided high quality Soccer Coaching and Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. Alves Sports group holds Certifications and License from United States Soccer Federation, United States Amateur Soccer Association. GM Sports holds Certifications from United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Soccer and Tennis programs run annually for 3 seasons, Fall, Winter and Spring. Each Soccer Season runs 4 days a week for 10 weeks and competitive games are played off site on weekends. Tennis runs 6 days a week for 8 weeks per session. The professional coaching and instruction provided by these organizations over the years have contributed to the long-time successful operations of the Youth Sports Programs. Both the Youth Soccer and Tennis Programs are at maximum enrollment capacity during the course of the year. This year due to the Covid-19 Pandemic, we have used both organizations through the zoom platform as well to offer virtual programs. Programs have also been limited to residents only and capped at a lower number per session to enforce social distancing. Revenue has decreased slightly due to the required lower number per sessions.

Youth Soccer and Youth Tennis are budget under Parks and Recreation (Other Contractual Service) for the full amount to operate both programs annually. Total Annual cost is Budgeted at \$65,500 (See attachment A and B) that includes both programs. Annual estimated revenue for both programs \$62,000.

The Town of Surfside, Parks and Recreation Department, has utilized both organizations from the start of the Youth Soccer and Youth Tennis. The stability and professional coaching and instruction have contributed to the efficiency, popularity and overall

long-term success of each program. The cost associated with the professional coaching is consistent with other outside organizations. Therefore, recommending to waive the competitive bidding process.

Staff request a motion to approve the resolution expenditures for the year, waving the procurement for Youth Soccer and Tennis. Authorizing for the approval of the expenditures for the 2020-2021 Youth Sports Program (Soccer and Tennis) Coaches and Instructors \$65,500.

Reviewed by TM/AH

Prepared by AH/TM

**RESOLUTION NO. 2021-\_\_\_\_\_**

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

**WHEREAS**, the Town of Surfside ("Town") Parks and Recreation Department has historically contracted with coaches and instructors for the Town's sports programs; and

**WHEREAS**, Alves Sports Group, LLC. ("ASG"), formally known as Cyclone Soccer Miami, Inc., has agreed to conduct the Town's youth soccer program pursuant to the contractual services agreement attached hereto as Exhibit "A," ("Soccer Agreement"); and

**WHEREAS**, GM Sports Tennis, LLC. ("GM") has agreed to conduct the Town's youth tennis program pursuant to the contractual services agreement attached hereto as Exhibit "B," ("Tennis Agreement"); and

**WHEREAS**, Section 3-13(2) of the Town Code of Ordinances (the "Code") provides that contracts for professional services are exempt from the competitive bidding procedures of the Town Code; and

**WHEREAS**, the Town Commission finds that the proposed services under the Soccer Agreement and Tennis Agreement (collectively, the "Sports Agreements") are exempt from competitive bidding pursuant to Section 3-13(2) of the Town Code; and

**WHEREAS**, the Town Commission desires to approve the Soccer Agreement with ASG, and the Tennis Agreement with GM in substantially the forms attached hereto as Exhibits “A” and “B”, respectively, and authorize the expenditure of funds for such services; and

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

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

**Section 1.**     **Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2.**     **Approval and Authorization of Sports Agreements.** The Town Commission hereby approves the Soccer Agreement with ASG, in substantially the form attached hereto as Exhibit “A,” and the Tennis Agreement with GM, in substantially the form attached hereto as Exhibit “B.” Pursuant to Section 3-13(2) of the Town’s Code, the Town Commission finds that the services provided under the Sports Agreements are exempt from competitive bidding.

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

**Section 4.**     **Authorization to Expend Funds.** The Town Manager is authorized to expend funds in accordance with the Sports Agreements attached hereto as Exhibits “A” and “B.”

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



PASSED AND ADOPTED this 14<sup>th</sup> day of January, 2021.

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

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

This Independent Contractor Agreement (“Agreement”) is entered into and made effective as of **January 1, 2021** between the Town of Surfside, Florida, a Florida municipal corporation (the “Town”) and **Alves Sports Group, LLC**, (“Contractor”), S.S. #\_\_\_N/A\_\_\_\_\_, whose address is: **1001 91<sup>st</sup> Street #607 Bay Harbor, FL 33154.**

WITNESSETH:

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

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

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

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

**1. Services:**

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

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

Such services require the following memberships and/or certifications;

**Fitness Certification**

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

**2. TERM:**

The Term of this Agreement shall commence upon the 1<sup>st</sup> day of January, 2021 shall continue through September 30, 2021 unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

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

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

Town shall pay an hourly base fee of \$80.00/Head Coach per class, \$30.00/ First Assistant Coach per class and \$20.00/Second Assistant Coach per class (not to exceed \$33,500.00 in 2021 fiscal year) to Contractor for Contractor's services as provided hereinabove. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

**4. TERMINATION:**

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

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

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

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

**5. INDEPENDENT CONTRACTOR STATUS:**

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

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

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

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

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

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

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

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

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

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

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

**9. ASSIGNMENT:**

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

**10. BACKGROUND CHECK:**

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

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

**11. PUBLIC RECORDS:**

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

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

**12. NOTICES:**

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

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

Contractor: Eduardo Gabriel Alves  
Alves Sports Group, LLC  
1001 91<sup>st</sup> Street #607  
Bay Harbor, FL 33154

**13. MISCELLANEOUS:**

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the 4<sup>th</sup> day of September, 2020

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
(Signature)

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

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

ATTEST:  
  
\_\_\_\_\_  
Town Clerk

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

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

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

This Independent Contractor Agreement (“Agreement”) is entered into and made effective as of **January 1, 2021** between the Town of Surfside, Florida, a Florida municipal corporation (the “Town”) **and GM Sports Tennis, LLC**, (“Contractor”), S.S. # \_\_\_N/A\_\_\_\_\_, whose address is: **8900 Collins Avenue Apt.404 Surfside Florida 33154**.

WITNESSETH:

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

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

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

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

**1. Services:**

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

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

Such services require the following memberships and/or certifications;

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

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



**2. TERM:**

The Term of this Agreement shall commence upon the 1<sup>st</sup> day of January, 2021 shall continue through September 30, 2021 unless sooner cancelled. The Town may renew this Agreement by giving Contractor thirty (30) days written notice prior to the expiration of the term.

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

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

Town shall pay an hourly base fee of \$60.00 per class (not to exceed \$32,000.00 in 2021 fiscal year) to Contractor for Contractor's services as provided hereinabove. Contractor shall submit an invoice twice monthly to the appropriate Department as determined by the service provided. Contractor shall be responsible for the payment of all taxes and withholdings in connection with earnings. Town will report fees earned by Contractor to the Internal Revenue Service on IRS Form 1099.

**4. TERMINATION:**

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

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

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

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

**5. INDEPENDENT CONTRACTOR STATUS:**

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

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

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

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

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

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

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

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

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

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

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

**9. ASSIGNMENT:**

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

**10. BACKGROUND CHECK:**

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

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

**11. PUBLIC RECORDS:**

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

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

**12. NOTICES:**

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

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

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

**13. MISCELLANEOUS:**

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

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the 1<sup>st</sup>  
day of January, 2021.

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

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

ATTEST:

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

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

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

**CONTRACTOR:**

**GM Sports Tennis, LLC  
Pablo Montesi or Cristian Garcia**

By: \_\_\_\_\_  
(Signature)

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

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



# MEMORANDUM

**ITEM NO. 3G**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** January 14, 2021  
**Subject:** HPF Associates, Inc. Authorization Expend Funds

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At the December 2, 2020 Commission meeting, Town Administration was authorized engage and expend funds towards the Florida Power & Light (FPL) binding estimate. Also included in the resolution was direction to engage with an undergrounding project management consultant to assist in guiding the Town through the process and to prepare the non-FPL portion of the cost estimate.

Town Administration executed an agreement with HPF Associates, Inc. towards this purpose. This firm has significant experience in managing undergrounding of utilities in South Florida including the Golden Beach and Sunny Isles Beach projects.

The initial phase of planning, project management, estimating and scheduling, along with community informational program development is estimated by HPF Associates, Inc. to be \$36,281.25.

As required by Town code Section 3-6 (c) on purchasing limitations, Town Administration is requesting authority to expend \$40,000.00. This is \$36,281.25 as estimated plus an additional \$3,718.75 in contingency to be released if needed by the Town Manager.

Town Administration recommends that the Commission authorize the Town Manager to and expend up to \$40,000.00 for the purpose of engaging with HPF Associates, Inc. as project manager for undergrounding of the Town's utilities.

Reviewed by: AH/LA

Prepared by: JDG

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH HPF ASSOCIATES, INC. FOR PROJECT MANAGEMENT SUPPORT SERVICES IN CONNECTION WITH THE UNDERGROUNDING OF UTILITIES; AUTHORIZING INCREASED EXPENDITURE OF FUNDS FOR THE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 3, 2020, a vast majority of the Town of Surfside (“Town”) electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

**WHEREAS**, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which, among other things, authorized the Town Manager to (i) engage a consultant for the initial phase project management support in connection with the FPL and Utilities Undergrounding Project (“Services”) and (ii) expend an amount not to exceed \$25,000.00 for the Services; and

**WHEREAS**, pursuant to Resolution No. 2020-2743, the Town engaged HPF Associates, Inc. (“HPF”) for the initial phase of the Services in connection with the undergrounding of utilities project, including planning, project management and owner’s representative services, estimating and scheduling, and community informational program development; and

**WHEREAS**, the Town desires to continue to engage HPF for the initial phase of the Services by (i) approving a professional services agreement for the Services, in substantially the form attached hereto as Exhibit “A” (the “Agreement”), and (ii) increasing the Town Manager’s expenditure authority to engage HPF by \$15,000.00, for a total not to exceed \$40,000.00; and

**WHEREAS**, the Town Administration recommends approving the Agreement, in substantially the form attached hereto as Exhibit “A,” with HPF for the Services, and increasing the Town Manager’s expenditure authority to engage HPF by \$15,000.00, for a total not to exceed of \$40,000.00; and

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

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

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Agreement Approved.** The Town Commission approves the Agreement with HPF for the Services, in substantially the form attached hereto as Exhibit “A.”

**Section 3. Authorization and Implementation.** The Town Manager is authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” subject to final approval by the Town Manager and the Town Attorney as to form and legal sufficiency. The Town Manager and Town Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

**Section 4. Authorization to Expend Funds.** The Town Manager is authorized to expend an additional \$15,000.00 of funds for the Services, in accordance with the Agreement attached hereto as Exhibit “A,” for a total not to exceed fee of \$40,000.00.

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

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of January, 2021.

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 Legal Sufficiency:

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE TOWN OF SURFSIDE  
AND  
HPF ASSOCIATES, INC.**

**THIS PROFESSIONAL SERVICES AGREEMENT** (this "Agreement") is made effective as of the \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation ("Town"), and **HPF ASSOCIATES, INC.**, a Florida corporation ("Consultant").

**WHEREAS**, on November 3, 2020, a vast majority of the Town of Surfside ("Town") electorate approved a ballot/referendum question in order to move forward with developing a plan to underground utilities in the Town; and

**WHEREAS**, on December 8, 2020, the Town Commission approved Resolution No. 2020-2743, which, among other things, authorized the Town Manager to (i) engage a consultant for project management support services in connection with the Utilities Undergrounding Project, and to assist in guiding the Town through the process and to prepare the non-FPL portion of the cost estimate (the "Project" or "Services") and (ii) expend an amount not to exceed \$25,000.00 for the Services; and

**WHEREAS**, pursuant to Resolution No. 2020-2743, the Town engaged HPF Associates, Inc. ("HPF") for the Services, a firm with significant experience in managing undergrounding of utilities in South Florida, including the Town of Golden Beach and Sunny Isles Beach projects; and

**WHEREAS**, the Town desires to continue to engage HPF for the Services by (i) approving this Agreement for the Services, and (ii) increasing the Town Manager's expenditure authority to engage HPF for the initial phase by \$15,000.00, for a total not to exceed fee of \$40,000.00; and

**WHEREAS**, the Consultant will perform the Services as described in the Proposal and Scope of Services attached hereto as Exhibit "A" and in this Agreement (the "Services"); and

**WHEREAS**, the Consultant and the Town, through mutual negotiation, have agreed upon a fee for the Services as set forth in Exhibit "A" and Section 3 of this Agreement; and

**WHEREAS**, the Town desires to engage the Consultant to perform the Services and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Town agree as follows:

**1. Scope of Services.**

- 1.1.** Under the general supervision of the Town Manager, Consultant shall perform the Services for the initial phase of the project in accordance with the Proposal and Scope of Services attached hereto as Exhibit "A." The initial phase of the Services generally

consists of assisting with the binding cost estimate with FPL, gathering data from other utility providers servicing the Town, and planning, project management and owner's representative services, estimating and scheduling, and community informational program development.

- 1.2. The functions and services listed in the Proposal and Scope of Services are not to be construed as a complete statement of all duties or services to be performed. Consultant may be required to perform other services or phases (such as services in connection with the construction phase of the project) as required ("Additional Services"). Consultant shall only provide Additional Services with the prior written approval by the Town Manager and detailing the services and tasks to be performed/.
- 1.3. Consultant shall furnish all reports, documents, information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables").
- 1.4. Consultant shall provide a maximum of 225 hours of work or services for the initial phase, which shall include, but not be limited to, the functions and services listed in the Proposal and Scope of Services attached hereto as Exhibits "A". The hourly rates for the Consultant are provided in Exhibit "A" attached hereto as follows: Principal at \$150/hour; Inspector at \$65/hour; and Administration at \$35/hour.
- 1.5. Key Personnel. Consultant shall ensure that the principal or chief professional providing the Services is Paul Abbott, and other key individuals as may be identified and approved by the Town ("Key Personnel"). Consultant shall not withdraw or replace Key Personnel performing the Services for the Town without the prior written approval by the Town Manager, in the Town's sole and absolute discretion. The Town and Consultant agree and acknowledge that the Key Personnel presented in the Consultant's Proposal are a material part of and inducement for the Town's selection of the Proposal and entering into this Agreement with Consultant.

## **2. Term/Commencement Date.**

2.1 This Agreement shall become effective as of the Effective Date and shall remain in effect for three (3) years thereafter, unless earlier terminated in accordance with Paragraph 8. Additionally, the Town Manager may renew this Agreement as needed for the duration of the project for additional one (1) year periods on the same terms as set forth herein upon written notice to the Consultant, and further subject to CPI adjustment for the fees for each renewal period. Fees/Rates shall be increased each renewal year after the initial three (3) year term on the anniversary date of this Agreement by the same percentage by which the Revised Consumer Price Index U.S. City Average for All Urban Consumers All Items, 1982-84 ("CPI") shall have increased since the previous year of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Fees/Rates shall not be decreased.

2.2 Consultant agrees that time is of the essence and Consultant shall complete the Services within the timeframes set forth in this Agreement 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 Consultant shall be in accordance with the Proposal and fees provided in Exhibit “A attached hereto, in an amount not to exceed \$40,000.00 for the initial phase of the project including, planning, project management, owner’s representative services, gathering of data regarding all utility providers, estimating and scheduling, community informational program development, for a total fee based on a maximum hours of 225 of \$36,281.25, plus \$3,718.75 for contingency and reimbursable expenses to be authorized by the Town Manager as needed.
- 3.2.** Compensation for additional phases or Additional Services, and previously approved and/or directed in writing by the Town Manager, shall be compensated in accordance with the hourly rates set forth in the Proposal attached hereto as Exhibit “A” and an agreed upon not to exceed fee for each phase or Additional Services.
- 3.3.** Consultant shall deliver an invoice to Town no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant’s invoice, which shall be based upon the percentage of work or Services completed for each task invoiced. The Town shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

### **4. Subcontractors.**

- 4.1.** Consultant shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Services and/or any Project.
- 4.2.** Consultant may only utilize the services of a particular subcontractor with the prior written approval of the Town Manager.

### **5. Town’s Responsibilities.**

- 5.1.** Town shall make available any maps, plans, existing studies, reports, staff and representatives, and other data pertinent to the Services and in possession of the Town, and provide criteria requested by Consultant to assist Consultant in performing the Services.
- 5.2.** Upon Consultant’s request, Town shall reasonably cooperate in arranging access to public information that may be required for Consultant to perform the Services.

### **6. Consultant’s Responsibilities; Representations and Warranties.**

- 6.1.** Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a contractor under similar circumstances in similar localities (“Standard of Care”). If at any time during the term of this Agreement or within two (2) years from the completion of this Agreement, it is determined that the Consultant’s Deliverables or Services are incorrect, not properly rendered, defective, or

fail to conform to Town requests, the Consultant shall, at Consultant's sole expense, immediately correct its Deliverables or Services.

**6.2.** Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Town as an independent contractor of the Town. Consultant further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.

**6.3.** Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

**7.1.** To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues against the Town.

**8. Termination.**

**8.1.** The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days written notice to the Consultant, or immediately with cause.

**8.2.** Upon receipt of the Town's written notice of termination, Consultant shall immediately stop work on the project unless directed otherwise by the Town Manager.

**8.3.** In the event of termination by the Town, the Consultant shall be paid for all Services or work accepted by the Town Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

**8.4.** Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the project to the Town, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

**9. Insurance.**

**9.1.** Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to

do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Consultant.

**9.1.1.** Commercial General Liability coverage with limits of liability of \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

**9.1.2.** Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability of \$ 500,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

**9.1.3.** Business Automobile Liability 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, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4.** Professional Liability Insurance in an amount of One Million Dollars (\$1,000,000.00) per claim and 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/Employer's Liability 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 evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Consultant shall be responsible for assuring that the insurance 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 prior to the date of their policy expiration. 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/Employer's Liability Insurance, the Town is to be included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of the Consultant in performance of this Agreement. The Consultant's insurance applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to the Consultant's insurance. The Consultant's insurance affording additional insured status shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4. Waiver of Subrogation.** The Consultant's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

**9.5. Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

**10. Nondiscrimination.** During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

**11. Attorneys Fees and Waiver of Jury Trial.**

**11.1.** In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

**11.2.** IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1.** Consultant shall indemnify and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Consultant's negligent acts, errors, or omissions arising out of the performance or non-performance of the Services or any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the Town for all its expenses including reasonable attorneys' fees and

costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Consultant's negligent performance or non-performance of this Agreement.

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

**12.3.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1.** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2.** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16. Ownership and Access to Records and Audits.**

**16.1.** Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Services to the Town which are conceived, developed or made by Consultant during the term of this Agreement ("Work Product") belong to the Town. Consultant shall promptly disclose such Work Product to the Town and perform all actions reasonably requested by the Town (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

**16.2.** Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to



examine and audit any records of the Consultant involving transactions related to this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

- 16.3.** Upon request from the Town's custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- 16.4.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.
- 16.5.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.6.** Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- 16.7.** Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Town.
- 16.8.** Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records: Sandra McCready, MMC**  
**Mailing address: 9293 Harding Avenue**  
**Surfside, FL 33154**  
**Telephone number: 305-861-4863**  
**Email: smccready@townofsurfsidefl.gov**

- 17. Nonassignability.** This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Town Manager. The Town is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Town's area, circumstances and desires.
- 18. Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.
- 19. Independent Contractor.** The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Town with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
- 20. Compliance with Laws.**
- 20.1.** Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies to perform the Services under this Agreement at its own expense.
- 20.2.** Consultant shall perform and complete the Services in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Code of Ordinances, and all other applicable codes and standards governing the Services and the work.
- 21. Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22. Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23. Prohibition of Contingency Fees.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**24. Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**25. Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

**26. Conflicts.**

**26.1.** This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.

**26.2.** In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:

**26.2.1.** First Priority: This Agreement.

**26.2.2.** Second Priority: Exhibit “A,” the Proposal/Scope of Services.

**27. Boycotts.** The Consultant represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE:**

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date Executed: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**Addresses for Notice:**

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
ahyatt@townofsurfsidefl.gov (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

**CONSULTANT:**

HPF ASSOCIATES, INC., a Florida corporation

By: \_\_\_\_\_

Name: Paul T. Abbott

Title: President

Date Executed: \_\_\_\_\_

**Addresses for Notice:**

HPF Associates, Inc.

14803 SW State Road 45

Archer, Florida 32618

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (facsimile)

\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (facsimile)

\_\_\_\_\_ (email)

**EXHIBIT "A"**  
**CONSULTANT'S PROPOSAL/SCOPE OF SERVICES**

# HPF ASSOCIATES, INC.

December 11, 2020

Mr. Andrew E. Hyatt  
Town Manager  
9293 Harding Ave.  
Surfside, FL 33154

Re: Owners Representative Hourly Services Agreement – Additional Information

Dear Mr. Hyatt;

Thank you for responding to our recent correspondence, following is further exemplification of our proposal.

The initial phase of development of the undergrounding project involves not only the “binding cost estimate” from FPL but also gathering data from other utility providers in the community namely Atlantic Broadband, ATT, Comcast, Hotwire and other informational data providers. The market is ever evolving, as previously limited utility providers expand their service programs. Currently only ABB and ATT serve the single-family residential area of Surfside. Recent experience in neighboring communities has evidenced significant other utility interest in providing service to the community.

My only purpose in elaborating on the “potential” of other utility providers is the fact that conversations generally, focus on FPL, there will be other utilities involved in the undergrounding and their activities during design and estimating have to be coordinated along with FPL.

For the initial phase of planning, project management, estimating, and scheduling, along with a Community Informational Program development, HPF Associates, Inc. estimates an hourly investment of two hundred and twenty-five (225) hours. Additional FEEs for construction phase services will be addressed separately from this proposal.

Hourly Rates – Principal \$150 / hour  
Inspector \$65 / hour  
Administration \$35 / hour

All hourly rates are subject to a 7.5 % overhead and profit mark up, reimbursable expenses at direct cost.

Based on our previously presented fee schedule the Not to Exceed FEE for this Phase 1 work effort would be \$36,281.25 plus any reasonable direct reimbursable expense.

Very truly yours,

*PT Abbott*

Paul T. Abbott  
President  
HPF Associates, Inc.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Cc: Jason Greene, Town of Surfside



**ITEM NO. 3H**

# MEMORANDUM

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** January 14, 2021  
**Subject:** Procurement of Four 2021 Police Vehicles, Marked Hybrid Ford Police SUV Interceptor Vehicles.

The Surfside Police Department fleet has vehicles in operation that are aging and out of warranty. The repair costs and time out of service for repairs necessitates these vehicles being replaced. The Department is seeking the procurement of four (4) 2021 Hybrid Patrol Ford SUV Police Interceptor vehicles under the terms of the Florida Sheriffs Association Cooperative Purchasing Program (FSA20-VEL28.0) for Pursuit, Administrative and Other Vehicles.

The cost to purchase, outfit and install the necessary equipment for four (4) Hybrid Patrol Ford SUV Police Interceptor vehicles is approximately \$190,481.16. The base cost per vehicle is \$38,135.00 and the cost for equipment and graphics per vehicle is \$9,485.29.

These vehicles will provide enhanced safety to Police Officers, in addition to more efficient and sustained service to the Town. The procured vehicles will each have an extended bumper-to-bumper warranty to provide coverage for five (5) years or 75,000 miles on each vehicle. The SUV vehicles will also enhance mobility and operational efficiency during storms and flooding incidents for patrol and operational purposes. The below chart details the Department vehicles that will be phased out of the police fleet:

YEAR	UNIT	MAKE	MODEL	VIN	MILES
2011	412	DODGE	CHARGER	2B3CL1CG7BH540027	110199
2012	422	DODGE	CHARGER	2C3CDXAG6CH114823	108441
2012	522	DODGE	CHARGER	2C3CDXAG6CH305285	111132
2012	426	DODGE	CHARGER	2C3CDXAG4CH114822	88846

Town Administration recommends a motion to approve a resolution to authorize the procurement of these vehicles which were approved in the FY20/21 budget.

Prepared by: JH

Approved by: JY



**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE PURCHASE OF FOUR (4) 2021 FORD UTILITY POLICE INTERCEPTOR HYBRID VEHICLES, TOGETHER WITH EMERGENCY LIGHTING EQUIPMENT, GRAPHICS AND RADIO EQUIPMENT FOR EACH POLICE VEHICLE; FINDING THAT THE PURCHASE OF THE POLICE VEHICLES AND EMERGENCY LIGHTING EQUIPMENT ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(3) OF THE TOWN CODE; DECLARING CERTAIN POLICE VEHICLES AND EQUIPMENT AS SURPLUS PROPERTY, AND AUTHORIZING THE SALE OR DISPOSITION OF SURPLUS PROPERTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside’s (“Town”) Police Department is in need of four new 2021 Ford Utility Police Interceptor Hybrid Vehicles (collectively, the “Police Vehicles”) to enhance patrol of the Town for the safety of its residents and visitors and facilitate the provision of day-to-day operations of the Police Department; and

**WHEREAS**, the Town Commission finds that the purchase contemplated by the Town for the Police Vehicles has already been competitively bid by the Florida Association of Sheriffs and the Florida Association of Counties (“Sheriffs’ Bid”) and is exempt from competitive bidding pursuant to Section 3-13(3) of the Town’s Code of Ordinances (“Code”); and

**WHEREAS**, the Sheriffs’ Bid resulted in the Florida Association of Sheriffs’ Contract Number FSA20-VEL28.0 (“Sheriffs’ Contract”), which allows local governments statewide to utilize the Sheriffs’ Contract for their own benefit and pricing; and

**WHEREAS**, the Town Commission seeks to authorize the Town Manager to purchase the Police Vehicles at a cost of \$38,135.00 per vehicle (total of \$152,540.00) from Palmetto Ford

Truck Sales, Inc. (“Palmetto Ford”) by using the Sheriffs’ Contracts pursuant to Section 3-13(3) of the Town’s Code and consistent with the quote attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission further desires to authorize the purchase and installation of (i) emergency lighting equipment (“Lighting”), (ii) white vinyl and reflective decal graphics (“Graphics”), and (iii) radio equipment (“Radios”) for the Police Vehicles; and

**WHEREAS**, the Town Commission finds that the purchase of the Lighting is exempt from competitive bidding per Section 3-13(3) of the Town Code, pursuant to a contract awarded by the City of Kissimmee to HG2 Emergency Lighting LLC (“HG2”) for Lighting through competitive bid number BA 2015-012; and

**WHEREAS**, HG2 has provided the Town with a quote attached hereto as Exhibit “B” for the purchase and installation of the Lighting for the Police Vehicles at a total cost of \$33,568.00 (“Lighting Purchase”), and the Town Commission wishes to authorize the Town Manager to implement the Lighting Purchase from HG2 consistent with the quote attached hereto as Exhibit “B”; and

**WHEREAS**, Sign Savers, Corp. (“Sign Savers”) has provided the Town with a quote attached hereto as Exhibit “C” for the purchase and installation of the Graphics for the Police Vehicles at a cost \$750.00 per vehicle (“Graphics Purchase”) plus an installation charge of \$100 (total cost of \$3,100.00), and the Town Commission further authorizes the Graphics Purchase consistent with the quote attached hereto as Exhibit “C”; and

**WHEREAS**, Miami-Dade County (“County”) has provided the Town with a quote attached hereto as Exhibit “D” for the installation of Radios for the Police Vehicles at a cost of \$318.29 per vehicle or a total cost of \$1,273.16 (“Radio Purchase”), and the Town Commission

further wishes to authorize the Radio Purchase consistent with the quote attached hereto as Exhibit “D”; and

**WHEREAS**, the Town Commission declares the police vehicles and equipment listed on Exhibit “E” attached hereto (“Surplus Property”) as surplus property as they have become obsolete, have outlived their usefulness, have become inadequate for the public purposes for which they were intended, or are no longer needed for public purposes in light of the purchases authorized by this Resolution, and authorizes the Town Manager or his designee to sell or otherwise dispose of the Surplus Property in accordance with the Town Charter and Code and Florida Law; 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.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval and Authorization to Purchase Police Vehicles; Together with Lighting, Graphics and Radio Equipment.** The Town Commission hereby approves and authorizes the purchase of the Police Vehicles from Palmetto Ford in the amount of \$152,540.00 in accordance with the Quote attached hereto as Exhibit “A.” The Town Commission further approves and authorizes: (i) the Lighting Purchase for the Police Vehicles from HG2 in accordance with the quote attached hereto as Exhibit “B” for a total cost of \$33,568.00; (ii) the Graphics Purchase for the Police Vehicles from Sign Savers Corp. in accordance with the quote attached hereto as Exhibit “C” for a total cost of \$3,100.00; and (iii) the Radio Purchase for the Police Vehicles from Miami-Dade County in accordance with the quote attached hereto as Exhibit “D”

for a total cost of \$1,273.16. The Police Vehicle Purchase, the Lighting Purchase, the Graphics Purchase and the Radio Purchase are a total collective amount not to exceed \$190,481.16.

**Section 3. Exemption from Competitive Bidding.** The Town Commission hereby finds that the Palmetto Ford Purchase by utilizing the Sheriffs' Contract and the Lighting Purchase by utilizing the City of Kissimmee Contract are exempt from competitive bidding pursuant to Section 3-13(3) of the Town Code.

**Section 4. Declaration of Surplus Property.** The Town Commission finds that the Surplus Property (police vehicles and equipment) listed on Exhibit "E" attached hereto has become obsolete, has outlived its usefulness, has become inadequate for the public purposes for which it was intended, or is no longer needed for public purposes. Accordingly, the Town Commission declares the Surplus Property listed on Exhibit "E" attached hereto to be surplus personal property of the Town.

**Section 5. Authorizing Sale or Disposition of Surplus Property.** The Town Manager is hereby authorized to sell or dispose of the Surplus Property by public auction or other procedure determined by the Town Manager to be in the best interests of the Town, and in accordance with the Town Charter and Code, and Florida Law. Any surplus property items acquired by the Town pursuant to governmental grant programs shall only be disposed of in accordance with procedures and criteria applicable to such grant programs.

**Section 6. Implementation.** That the Town Commission hereby authorizes the Town Manager to execute any purchase order or required documentation for the purchases described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

**Section 7.**    **Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of January, 2021.

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

**Palmetto Ford Truck Sales, Inc.**

7245 NW 36 Street Miami, Florida 33166  
 305-470-1334 / 305-470-1344 fax / 305-972-7133 cell  
 crodgers@palmettotruck.com

**FLORIDA SHERIFFS ASSOCIATION PRICE SHEET****Bid / Contract #: FSA20-VEL28.0**

Purchaser: TOWN OF SURFSIDE  
 Address: 9293 HARDING AVENUE  
 City: SURFSIDE, FL. 33154

Date: 12/09/20  
 Phone: 305-861-4862  
 786-306-4078  
 ELINOR JOSEPH

Base Model:	ITEM 254 - 2021 FORD UTILITY POLICE INTERCEPTOR HYBRID AWD (K8A)	<b>\$35,280.00</b>
Inc.	AM/FM/MP3 RADIO, AIR CONDITIONING	
Exterior / Interior Color:	BLACK / CHARCOAL CLOTH	

Delivery Info:	ESTIMATED AT 16 WEEKS FROM RECEIPT OF PURCHASE ORDER
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Option #	99W - 3.3L HYBRID ENGINE	Price:	\$0.00
Option #	44B - FORD 10-SPEED AUTOMATIC TRANSMISSION	Price:	\$0.00
Option #	500A - 500A EQUIPMENT GROUP	Price:	\$0.00
Option #	CLOTH FRONT BUCKET SEATS, VINYL REAR	Price:	\$0.00
Option #	153 - FRONT LICENSE PLATE	Price:	\$0.00
Option #	51R - UNITY DRIVER SIDE LED SPOT LAMP	Price:	\$0.00
Option #	55F - REMOTE KEYLESS ENTRY WITH FOUR FOBS	Price:	\$0.00
Option #	18D - GLOBAL LOCK / UNLOCK FEATURE	Price:	\$0.00
Option #	43D - DARK CAR FEATURE	Price:	\$24.00
Option #	52P - HIDDEN DOOR LOCK PLUNGER. INC 68G	Price:	\$158.00
Option #	60A - GRILLE LED LIGHTS, SIREN & SPEAKER PREWIRING	Price:	\$49.00
Option #	68B - POLICE PERIMETER ALERT	Price:	\$670.00
Option #	68G - REAR DOOR LOCK CONTROLS INOPERABLE. INC WITH 52P	Price:	\$0.00
Option #	86T - PRE-DRILLED REAR TAIL LAMP HOUSING	Price:	\$59.00
Option #	87R - REAR VIEW CAMERA DISPLAY IN REAR VIEW MIRROR	Price:	\$0.00
Option #	FORD PROTECT - 5 YEAR / 75,000 MILE EXTRA CARE WARRANTY WITH	Price:	\$1,895.00
Option #	ZERO DEDUCTIBLE FOR POLICE UTILITY INTERCEPTOR	Price:	\$0.00

**Total Price of Base Unit and all Selected Options: \$38,135.00**

**Total Price for Multiple Units - Quantity: 4 \$152,540.00**



HG2 Emergency Lighting  
477 N Semoran Blvd  
Orlando, FL 32807

407-426-7700  
sales@hg2lighting.com

407-426-7700  
www.hg2lighting.com

## EXHIBIT "B" Quote

Date	Quote No.
10/12/20	3541

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2021 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
QK0494ITU12	Setina Full Transport Seat with Center Pull Seatbelts for 2020+ Ford Interceptor SUV	4	559.00	2,236.00T
PK1126ITU12	Setina 10XL Front Prisoner Partition 2020+ Ford Interceptor SUV	4	566.00	2,264.00T
PK0123ITU122N D	Setina 12VS Expanded Metal Partition For Stock Seat or Setina TPO Seat 2020+ Ford Interceptor SUV	4	279.00	1,116.00T
WK0514ITU12	Setina Steel Window Bars Vertical 2020+ Ford Interceptor SUV	4	146.00	584.00T
DK0100ITU12	Setina Door Panels Plastic TPO 2020+ Ford Interceptor SUV	4	164.00	656.00T
TH750	Thor 750 Watt Inverter	4	65.00	260.00
7170-0166	Gamber Johnson Vehicle Kit 2020+ Ford Interceptor SUV. Includes Cupholder, Arm Rest, and Mongoose Motion Device	4	485.00	1,940.00
7160-0250	Gamber Johnson Notepad V Universal Cradle	4	198.00	792.00
WHL-LIB2-BRW	Whelen Liberty 2 Lightbar Blue/Red with Takedowns, Alley and Traffic Advisor Function	4	1,365.00	5,460.00T
CCSRN3	Whelen Cencom Siren 16 Button	4	700.00	2,800.00T
VTX609B	Whelen Vertex Strobe Blue Head Light Driver Side	4	55.00	220.00T
VTX609R	Whelen Vertex Strobe Red Head Light Passenger Side	4	55.00	220.00T
VTX609B	Whelen Vertex Strobe Light Blue Driver Taillight	4	55.00	220.00T
VTX609R	Whelen Vertex Strobe Light Red Passenger Taillight	4	55.00	220.00T

Thank You For Your Business!

Subtotal \$33,568.00

Sales Tax (0.0%) \$0.00

Total



HG2 Emergency Lighting  
 477 N Semoran Blvd  
 Orlando, FL 32807

# Quote

Date	Quote No.
10/12/20	3541

407-426-7700  
 sales@hg2lighting.com

407-426-7700  
 www.hg2lighting.com

Bill To
Surfside PD

Ship To

P.O. Number	Terms	REP	Vehicle	Vin#
QUOTE			2021 Ford Interceptor SUV	

Item	Description	Quantity	Rate	Amount
MCRNTB	Whelen Micron Stud Mount Blue	4	79.00	316.00T
MCRNTR	Whelen Micron Stud Mount Red	4	79.00	316.00T
HG22PC68BR-INT	Blue/Red 68" Side Runner Kit Interceptor Bracket	4	799.00	3,196.00
HG2RWINTSUV-BR	Blue/Red Rear Visor Ford Interceptor SUV with Back Fire Lights	4	699.00	2,796.00T
Labor	Labor/Installation	4	1,000.00	4,000.00T
Installation-Kit	Installation Kit Including Fuses and Wiring	4	75.00	300.00T
Misc	Westin Push Bumper with 4 Forward Lights	4	575.00	2,300.00
Misc	Side Push Bumper Lights Pair	4	250.00	1,000.00
Labor	Labor/Installation of Radio	4	89.00	356.00T

Thank You For Your Business!	Subtotal	\$33,568.00
	Sales Tax (0.0%)	\$0.00
	<b>Total</b>	<b>\$33,568.00</b>



The Sign Savers, Corp

12385 SW 129 CT

Suite 101

Miami, FL 33186

**Estimate**

Date	Estimate #
10/7/2020	6463

Name / Address
Surfside Police 9293 Harding Ave Surfside, FL 33154

Project

Item	Description	Qty	Rate	U/M	Total
Commercial Par...	Town of Surfside Police reflective decals on doors, rear hatch, and fenders (Law Enforcement Accreditation).	4	750.00		3,000.00
Installation	White vinyl on doors, white vinyl unit numbers, 'Emergency 911', rear website. on Ford Explorers. Units: 5210, 5211, 5212, 5213 Off site installation in Ft Lauderdale, FL. Charge would be \$100 per visit	1	100.00		100.00
			<b>Subtotal</b>		\$3,100.00
50% non-refundable deposit is required to begin design/production. 3% credit card processing fee will be added to all credit card payments.			<b>Sales Tax (7.0%)</b>		\$0.00
			<b>Total</b>		\$3,100.00

Phone #	E-mail	Web Site
(305) 909-9967	billing@thesignsavers.com	www.thesignsavers.com

**Attachment # 4***Miami Dade ITD*

6010 SW 87 AVE  
 MIAMI, FL 33173  
 Phone (305) 596-8061



07/29/2020

*Quotation valid until: 30 Days**Prepared by:* Carlos Ros

SURFSIDE P.D

**Comments or special instructions:**

Description	PRICE	Quantity	AMOUNT
7300M,KIT,INSTALL,TRMT	\$250.00	4	\$1,000.00
7300M,ANT.DUAL BAND	\$43.80	4	\$175.20
FL,ANT,LARSEN,COAX KIT	\$16.50	4	\$66.00
FILTER,12V NOISE FILTER	\$7.99	4	\$31.96
			\$0.00
		TOTAL	\$1,273.16

If you have any questions concerning this quotation, contact: **Carlos Ros 305-596-8061**

**THANK YOU FOR YOUR BUSINESS!**

## Vehicles to be sold 2021

YEAR	UNIT	MAKE	MODEL	VIN	MILES
2011	412	DODGE	CHARGER	2B3CL1CG7BH540027	110199
2012	422	DODGE	CHARGER	2C3CDXAG6CH114823	108441
2012	522	DODGE	CHARGER	2C3CDXAG6CH305285	111132
2012	426	DODGE	CHARGER	2C3CDXAG4CH114822	88846



# MEMORANDUM

ITEM NO. 31

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** January 14, 2021  
**Subject:** Main Pool and Spa Diamond Brite Resurfacing

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The Town of Surfside completed construction on the Community Center main pool and spa in 2011. The main pool and spa cover approximately 5,835 square feet. Due to the usage, wear and tear, and oceanfront location, the diamond brite coating has begun to deteriorate due to regular use and exposure. The surface needs to be recoated before more serious damage like leaks and cracks begin to develop. Additionally, diamond brite needs to be replaced for safety concerns, old diamond brite surfaces can be rough causing scratches and torn skin upon contact. In order to continue to keep the pool and spa operational, renovations must be completed before damage is beyond repair. The recommendation of diamond brite resurfacing is suggested approximately every 10 years.

The main pool and spa are host to many users and gets thorough use at the Community Center. Preventative upkeep of the facility is imperative to help eliminate any long-term issues and assist with preserving the long-term investment and quality of the facility. Twice a year the pools are inspected by the Florida Health Department. Completing this preventative maintenance will eliminate the potential shut down from the inspection and will allow for continued permits from the state.

The work will include the pulling of all necessary permits, drainage of the pools, removal and replacement of handrails, removal of soft spots, removal and replacement of all in water tiles with non-skid tiles to ensure the pool meets all required health codes, acid washing, coating of diamond brite, replacement of all pool drains and eyelids, replacement of light rims to prevent rust, refilling of pool and ensuring the chemicals are at the right levels.

The restoration will take approximately 14 business days once the work begins. Proper notices and advertisement will be distributed and posted. This time frame is crucial, not only for the completion of the work, but also the time necessary for the work to cure correctly. Winter months are the best time to complete this project because the pool usage

Reviewed by: TM

Prepared by: TM/EH

is lowest during that time. The goal is to coordinate the diamond brite resurfacing with the slide restoration in February.

Although resurfacing of diamond brite is exempt from procurement under section 3-13(f) of the Town Code. Staff still compiled three estimates, see Attachments A, B, and C. All Florida Pools was selected out of these quotes being the lowest price at \$45,650 and having reputable references. The work for both the diamond brite of main pool and spa was budgeted for \$85,000 in Parks and Recreation Department under the Community Center Tourist Resort Tax, account 102-8000-572-46-02 for Fiscal Year 2020.

Staff request Commission approval of the resolution authorizing the contract for All Florida Pools in the amount of \$45,650 for diamond brite resurfacing of pool and spa.

Reviewed by: TM

Prepared by: TM/EH

**RESOLUTION NO. 2021 \_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING DIAMOND BRITE POOL RESURFACING WORK FOR THE TOWN'S COMMUNITY CENTER MAIN POOL AND SPA FROM ALL FLORIDA DISTRIBUTORS, INC. D/B/A ALL FLORIDA POOLS & SPA CENTER; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENT FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (Town”) is in need of Diamond Brite pool resurfacing and maintenance work for the Town’s Community Center Main Pool and Spa (the “Work”); and

**WHEREAS**, pursuant to Section 3-13(7)(f) of the Town’s Code, public works or utilities maintenance and repair work for Town facilities are exempt from competitive bidding; and

**WHEREAS**, the Town solicited three (3) quotes for the Work and received the lowest quote from All Florida Distributors, Inc. d/b/a All Florida Pools & Spa Center (“Vendor”), which Proposal is attached hereto as Exhibit “A” at a cost of \$45,650.00 (“Proposal”); and

**WHEREAS**, the Town Commission wishes to approve and authorize the Work pursuant to the Vendor’s Proposal, and authorize the Town Manager to enter into a Purchase Order and/or other agreement with the Vendor, in substantially the form as the Proposal attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that the Work and the engagement of the Vendor is in the best interests 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. Work Approved; Exemption from Competitive Bidding.** The Work as set forth in the Proposal in the amount of \$45,650.00 from the Vendor is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)(f) of the Town's Code, the Work is exempt from competitive bidding. The Proposal, in substantially the form attached hereto as Exhibit "A" is hereby approved, and the Town Manager is authorized to execute a Purchase Order and/or other agreement for the Work in substantially the form of the Proposal attached hereto as Exhibit "A."

**Section 3. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of January, 2021.

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



**Exhibit “A”**

**(Proposal from All Florida Distributors, Inc. d/b/a All Florida Pools & Spa Center)**



Licensed & Insured  
State: CPC 024450



Keeping Customers Happy For Over 50 Years

Miami Dade Office & Showroom: 11720 Biscayne Boulevard, North Miami, Florida 33181 | Phone: (305) 893-4036 | Fax: (305) 895-4557  
 Broward Office: 12555 Orange Dr. Ste. #107, Davie, FL 33330 | Phone: (954) 446-6838  
 www.allfloridapool.com | service@allfloridapool.com

Attn: Elizabeth

**CONTRACT**

Date: 10-13-20

**Property Owner**

Name Surfside Community Center  
 Address 9301 Collins Ave.  
 City, Zip Surfside Fla. 33154  
 PHONE # \_\_\_\_\_ (O) \_\_\_\_\_  
 (H) \_\_\_\_\_ (O) \_\_\_\_\_  
 (C) (305) 606-0452 Fax \_\_\_\_\_  
 E-mail \_\_\_\_\_

**Job Site**

Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Size of Pool 355' Spa Yes  
 Special Instructions \_\_\_\_\_

All Florida Pool & Spa Center will be responsible for the following checked items:

- Emptying of the pool/spa water using our submersible pumps.
- Sandblast pool/spa walls and floor – sandblasting is needed to remove old painted surfaces. We will spread the sand on the premises unless otherwise noted. Remarks: \_\_\_\_\_
- Soundproof Pool/Spa – chipping out all loose and hollow areas to allow for a solid application of new pool surface. Up to 10% of surface area included in price.
- Acid Wash Pool/Spa – Acid washing is needed to clean and etch pool surface.
- Multicoat bonding applied as a preparation to resurfacing pool/spa. This step insures a good bond of the new surface to the existing structure and prevents delamination.
- Pool,  Spa to be resurfaced using  Exposed Aggregate  Premium Surface  
 Type: Diamond Brite Color: CoolBlue New surface is applied with the steel trowel method to insure smoothness and consistency. Exposed Aggregate and some premium surfaces are slightly rougher and have shade variations, but are much more durable and long lasting. All Florida Pool & Spa Center and the material manufacturer guarantees new pool surface application for 10 years material 5 years labor (residential) and 5 years material and labor (commercial). The guarantee is for delaminations and does not include cracks or stains. Stains can be caused by improper water balance. Material included from standard color selection. Guarantee is not transferable.  
 Remarks: \_\_\_\_\_
- Tile – a new \_\_\_\_\_ inch tile line will be installed around the interior perimeter of the pool/spa. Tile included from our wide standard selection.  
 Remarks: Supply And Install 2"x2" Tiles For All Swim Lanes And Shallow End Steps: None Skid
- Brick & Coping – The existing coping will be taken off and hauled away. The bricks will be installed perpendicular to the pool. Bricks included unless noted.  
 Remarks: \_\_\_\_\_
- Decking – \_\_\_\_\_
- Piping - All piping work is done with schedule 40 P.V.C. All below-ground plumbing is guaranteed for 1 year.  
 \_\_\_\_\_
- Complete balancing of new water with: 1. Chlorine 2. Sequestering Agent 3. Balance pH 4. Balance Stabilizer 5. Balance Total Alkalinity 6. Balance Calcium Hardness. (New water prefiltered to minimize initial mineral staining.)
- Other Work, Materials, or Equipment: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Terms of Payment:** 50% deposit upon signing contract.

Deposit due upon signing contract	50% = \$ <u>22,825.00</u>	Sub Total \$ <u>45,650.00</u>
Due upon <u>Bonding</u>	25% = \$ <u>11,412.00</u>	Tax \$ _____
Due upon <u>Diamond Brite</u>	20% = \$ <u>9,130.00</u>	Total \$ <u>45,650.00</u>
Balance (due upon initial water chemistry balance)	5% = \$ <u>2,283.00</u>	COST OF PERMITS OR PLANS EXTRA Electrical Not Included.

**ACCEPTANCE OF PROPOSAL** – The prices and conditions set forth on front and back of this contract are hereby accepted.

Date of Acceptance: \_\_\_\_\_  I have received page 2 \_\_\_\_\_

Property Owner \_\_\_\_\_

All Florida Pool & Spa Center Representative \_\_\_\_\_ Property Owner \_\_\_\_\_

Buyer acknowledges that he/she has read and received a complete legible copy of this contract including terms and conditions contained therein.

WHITE COPY – RETURN TO ALL FLORIDA POOL & SPA CENTER YELLOW COPY – CUSTOMER PINK COPY – ALL FLORIDA POOL & SPA CENTER  
 AFPS 08/20

## ADDITIONAL TERMS AND PROVISIONS

1. Guarantee – All Florida Pool & Spa Center (AFPSC) surface, for delaminations, flaking off or peeling. The guarantee does not include cracks, stains, etching or spotting, as these can be caused by many conditions beyond our control. Proper water chemistry must be maintained with accepted industry standards. Warranty is not transferable.
2. Customer shall be responsible for keeping its employees, family, agents, guests and pets away from the pool location during period when work begins until the work is complete. Homeowner is responsible to leave pool lights, motors, etc. off during course of work and to secure the work area.
3. Adequate electric and water must be supplied by owner for AFPSC to accomplish its work.
4. This contract is considered as binding under Florida Law once signed by both parties. Cancellation will be considered a breach of contract. Warranties on the pool finish shall go into effect upon receipt of final payment by the customer. All Florida Pool warranties the Exposed Aggregate Material for ten (10) years (residential) five (5) years (commercial) AFPSC warranties labor for five (5) years respectively.
5. Additional scopes of work carries a 1 year warranty.
6. Electrical work is not included unless specified on the front of this Contract.
7. Removal of tile (if in the scope of work) is considered one layer only. Should other layers be encountered, then the price of the extra removal time plus materials will be billed as an extra cost to the contract price.
8. Structural cracks or problems caused by structural cracks in decks, walls, retaining walls, deck toppings or pool surface are not guaranteed. Deck toppings are not guaranteed against discoloration, staining, normal settling or expansion cracking, or checking. Repairs to pool structure warranted for one(1) year material and labor.
9. Pool finishes are not guaranteed against discoloration or staining since such discoloration generally results from local water conditions, improper use of chemicals, or improper pool maintenance. AFPSC assumes no liability for variation in color or mottling that may occur in the pool finish. Due to the raw products used to produce these materials, slight shaded differences are considered normal. Some cement cream spots or streaks may also be present upon completion. These marks should not be considered imperfections and usually dissipate over time. Due to the exposure process relying on ambient temperature, relative humidity, and other factors outside of AFPSC's control it should be understood that the final product will vary from the sample, and from pool to pool.
10. Any alterations or deviation from above specifications involving extra cost will be executed only upon written order and will become an extra charge over and above the amount agreed to above. Payment of such change order will be due immediately.
11. Unless otherwise noted, the brick coping will be put level on top of the existing pool beam. Depending on the existing deck and the pool beam, you may see the side of the brick, the mortar under the brick, or a grout joint could be visible at the back of the brick. Depending on the new coping you select, it may not completely cover the area exposed by the removal of the old coping.
12. All monies are due upon initial pool water balancing. Any cost of collections, attorneys fees, and/or court costs will be the responsibility of the pool owner. The highest interest charge allowable will apply to all monies due over 30 days.
13. Although we use the wet sandblasting procedure which lessens the amount of mess created by the sandblasting process, there will still be a residue left after sandblasting that will wash away after several rains or hoses. If a special location is wanted for the sandblasting debris, please let us know prior to us starting this process.
14. In the event of underground obstructions are found during piping, such as coral rock, footers, etc. AFPSC at its discretion may cut the deck to complete its task. Deck repairs, unless otherwise noted, are the responsibility of the home-owner. Additional charges may be warranted if coral rock removal is necessary when excavating.
15. This contract constitutes the entire contract, and the parties are not bound by any oral expression or by any commitment or arrangement not specified in this contract.
16. AFPSC shall not be not be liable for any loss, damage, or destruction to the pool location or premises of pool location, by any person or cause whatsoever except when caused by the employees of AFPSC. AFPSC shall not be liable for any damage to the pool structure or piping due to underground water pressure in the event the pool must be drained.
17. The guarantee and warranties are only effective if Buyer has complied with all of the terms and conditions, payments and other provisions of this contract. Unless otherwise specified, completion is defined as the pool being surfaced.
18. At any time during the job, the homeowner may choose to do a walk through with AFPSC to point out any repairs needed (punch list) prior to chemical balancing so as to not delay the payment schedule as listed on the front of the contract.
19. All costs of water, electricity, and/or sewer are the sole responsibility of the pool owner. In the event the pool needs to be drained for a warranty repair, the Buyer is responsible for the cost of refilling and re-balancing the pool. AFPSC is only responsible to repair the failed area of the pool finish. This area may have a shade/texture variation from the present finish. This holds true regardless of the age of the pool finish.
20. If the local government requires any upgrading of the pool to current codes, the cost of that work, if not part of this contract, will be additional.
21. AFPSC is not responsible for damage to existing, improved or unimproved conditions on, in or under the property including, but not limited to, such items as plumbing, curbs, sidewalks, driveways, patios, trees, lawns, shrubs, fences, walls, structural foundations, or sprinkler systems and appurtenances.
22. In the event excessive underground water conditions exist which require pumps to control, a separate estimate will be given to control said water.
23. If subterranean coral rock is found additional excavation costs may be incurred.
24. All materials and equipment remain the property of AFPSC until work is paid in full. In the event of default of any term of this agreement access must be given to AFPSC to retrieve said property.
25. This contract does not include additional work required by exposing concealed conditions such as, but not limited to, buried water, gas, sewer or electrical lines, structural cracks, undermining substandard previous work, poor soil conditions, etc.
26. Should AFPSC retain the services of an attorney and/or incur other expenses to enforce the conditions or payments due according to this contract, customer/homeowner will be responsible for the extra expenses incurred.
27. Contract includes the square footage of deck as stated on the contract. Any amount over that will require a change order and additional charge, to be approved by the Buyer. When doing deck work, if there is an existing screen enclosure, unless other wise noted, the small area on the outside of the screen will not be topped.
28. Homeowner is responsible for grading, backfilling and resodding up to the new deck. The pool owner is responsible for proper operation of circulation equipment. If any equipment does not operate correctly AFPSC will inform the pool owner. If the problem may effect the finished product, the pool owner must have the problem corrected. Any failures caused by this are not covered by our warranty.

**"Please note: the following statement is required by law"**

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW SECTIONS 713.001 - 713.37 FLORIDA STATUTES THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID-IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM TO PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OF SUB-CONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIALS SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGAL PAYMENTS THE PEOPLE WHO ARE OWED MAY LOOK TO YOUR PROPERTY FOR PAYMENT EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR MATERIALS AND OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU SHOULD CONSULT AN ATTORNEY.**

AFPSC 08/16



**Complete POOL & DECK Remodeling  
FAMILY POOLS, INC.  
1-866-294-4011**



**PROPOSAL**

873 SW South Macedo Blvd., Port St. Lucie, FL 34983

Diamond Brite / Pebble / Marquis / Gems / Brick & Tile  
Heaters / Spraydeck / Pavers / Pool Equipment

Date: 11/30/2020

www.familypoolsinc.com Licensed & Insured • State Certified • Lic. # CPC1456929

ehopkins@townofsurfsidefl.gov

<b>PROPOSAL SUBMITTED TO:</b>	Phone 305-866-3635 Elizabeth
Name Town Of Surfside Community Center	Job Name SAME
Street 9301 Collins Ave	Job Address SAME City/State/Zip
City/State/Zip , Surfside, FL 33154	Subdivision / Gate Code

Pool Perimeter: 358 Ln Ft / TIA: 6204 TIA

POOL RESURFACING: Empty Pool, Undercut Tile (when applicable), Returns, Main Drain, Clean Out, Check For Hollow Spots, (remove if any up to 50 sq. ft. - subject to terms on back) Apply Bonding Agent and Plaster. Replace Main Drain Cover(s). Fill Pool With Water From Onsite Spigot. Customer Shuts Water Off Upon Pool Fill. (Initial Start Up & Chemical Treatments NOT INCLUDED). Start Up, Chemistry & Maintenance Is Customer Responsibility

Resurface swimming pool standard exposed aggregate finish (bluestone or oyster)

Re-tile 445 ft of floor lane tile 6" wide tile

(2) M/D Covers 18"x18"

\$55,725.00

Permits - actual cost of permit TBD at time of permit issuance

Upgrade Option (not included in above total)

Wet Edge Pool Surface Gulf White

\$7,900.00 additional

We hereby propose to furnish labor materials - complete in accordance with above specifications, for the sum of:

\_\_\_\_\_ Dollars (\$ TBD ) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Although every reasonable effort is made to repair stress and settlement cracks, etc., no guarantee can be made against their recurrence. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. This proposal is subject to acceptance within 10 days and is void thereafter at the option of the undersigned. This is a proposal; until signed by a member of management or officer of Family Pools Inc. and Customer, at which time it becomes an executed contract. It is further understood that there are no verbal agreements and all items discussed are written herein.

Authorized Signature *Frank Russo*

**ACCEPTANCE OF PROPOSAL**

The above prices, specification and conditions are hereby accepted and understood. Family Pools Inc. is authorized to do the work according to terms. Payment will be made as outlined above or work/construction will be halted. Fees may be charged to customer. Delay of work by Customer or cancellation of contract by Customer will result in additional costs and forfeiture of deposit and or any money paid. See terms and conditions on front and back for details. By signing this you agree to terms and conditions on back.

ACCEPTED: By signing this you agree to terms on back.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

# TERMS AND CONDITIONS

1. In the event the pool is located at a home not under construction with a Contractor, all references to the contractor are referring to the homeowner in this contract.
2. Family Pools, Inc. assumes no responsibility for any staining of the marble/plaster after application if pool is not initially chemically treated by Family Pools, Inc. or whether caused by: pool refill not being filled through carbon filters (when applicable), poor condition of pool water, improper maintenance (high or low chlorine level, high or low alkalinity level, total calcium hardness, high or low PH level, etc.), abuse, and/or other conditions (calcium deposits, deterioration, erosion, etc.) shall not be covered under the terms of this guarantee. Completion shall be defined as that time when the pool is full of water, the equipment is in operation, and/or the pool is in use. It is understood that with any cementitious surface such as that of pool finishes it is normal to have some normal fluctuation, waviness and discoloration in the workmanship and materials due to the nature of the plastering application inherent variation in the raw materials and the effect on the hydration and curing processes. Imperfections are to be considered normal variation and tolerance levels for a free-hand troweled cement product and ARE NOT considered a failure of finish or poor workmanship. The Contractor's failure to make full payments to Family Pools, Inc. according to the contract and work order shall void any guarantee. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED INCLUDING AN IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. Regarding any contracted work, services, renovation listed herein: Contractor agrees and understands that although every attempt will be made to avoid overspray, spills, untidiness, staining, dyeing, to any property, foliage, or area it can and may occur during the construction/renovation process and the contractor accepts and assumes all responsibility for any clean up, repair, and/or product removal that may be necessary as a result. Contractor holds Family Pools, Inc. harmless whereby Family Pools, Inc. assumes no liability whatsoever for said related issue if and when they may arise, and in the event Family Pools, Inc. performs any clean up, repair, and/or product removal Contractor agrees to pay the fee set at a minimum of \$250.00
4. If more than 50 square feet of delaminated pool plaster has to be removed there will be an additional charge. If the pool has a plaster, paint, resin, or other coating that could not be seen or was not disclosed during the initial estimate, there will be an additional charge for the removal of said materials.
5. The Contractor shall grant Family Pools, Inc. ample access for all equipment, personnel, subcontracted laborers, technicians and materials to the site, the use of water and/or electrical power and the right to store material and/or equipment at the Contractor liability during construction. The Contractor assumes all responsibility for clearance of or damage to anything in the area of access, whether on the owner's property or property of others. The Contractor indemnifies and holds Family Pools, Inc. harmless for damage to patio and/or deck furniture, screens, decorative matter/belongings, landscaping, paving, driveways, sprinklers, trees, shrubs, sewer lines, water lines, or other items above or below ground in the area of access and/or construction, failure to provide this access constitutes applicable charges and fees to the Contractor at a rate of \$125.00 per hour at a minimum of \$500.00 each occurrence.
6. When electrical wiring and hook up are made the responsibility of Family Pools, Inc. under this contract any relocation of power lines, conduits, increase and/or modification, in the existing electrical service, unless otherwise specifically stated, is not covered under the base price of this contract and shall be considered a change order or addition pursuant to the conditions of paragraph above. Each item included under electrical wiring and hook up shall be clearly stated on the reverse side of this contract.
7. Family Pools, Inc. is not liable for damage to pool and/or spa lights, equipment, main drains, skimmers, or plumbing of any kind whether working or not prior to work commencement. Damages may occur and should be expected during the construction/renovation project.
8. Any items not specifically stated on reverse side of this Contract which are encountered shall be considered as not included in this contract and shall not be the responsibility of Family Pools, Inc. This refers to but is not limited to soil conditions or objects above or below the ground, including but not limited to the location of the septic tank, the location of drain field, any and all pipes, or other terms of plumbing or electrical lines, or any other conditions below the ground of which should be disclosed to Family Pools, Inc.
9. The Contractor indemnifies and hold Family Pools, Inc. harmless for damages to the Owners property/contracted jobsite as a result of encountering any object or condition not specifically detailed or disclosed under line item per the front side of this contract if hard rock, muck or water are encountered which would delay the job and/or require additional expense the Contractor agrees to pay Family Pools, Inc. upon billing for the additional cost incurred pursuant to the provisions of paragraph 3 above. Family Pools, Inc. shall not be responsible for seawalls or tie backs whatsoever.
10. Family Pools, Inc. reserves the right at any time to stop work for the following reasons but not limited to only these reasons if the delay is caused by theft of materials, equipment, etc. or damage to work in progress the customer agrees to be fully responsible for all costs and repairs/replacement and any delay damages as listed herein, in the event any payment is past due according to the payment schedules of this contract. Family Pools, Inc. also reserves the right to, at any time, stop work on this particular contract if Contractor is in arrears for any payments due on any other contracts the Contractor has executed with Family Pools, Inc. whether on this job or any other job. Contractor expressly agrees that Family Pools, Inc. shall retain title and repossess without process of law all equipment, safety equipment, cleaning equipment, etc. until all payments required under this contract have been made in full. The Contractor expressly agrees that Family Pools, Inc. shall have permission for entry to or on any premises to remove these articles.
11. Any modification, or modification attempts, repairs, etc. made to any work, workmanship, installations, equipment, etc. that was provided by Family Pools, Inc. as per this contract by an outside source other than Family Pools, Inc. will render any and all warranties null and void. Family Pools, Inc. reserves the right to complete all warranty work solely to the area of issue. Draining of the swimming pool/spa may be necessary and there is no guarantee that a patch of any kind, whether it is in plaster, pebble, paint, concrete, decking, paver, etc. will match. A patch is to be considered an acceptable and effective warranty effort and repair and will likely stand out or not match its surrounding areas. This is not to be considered incorrect or a repair failure. The size of the area to patch as well as the materials used for said purpose is at the discretion of Family Pools, Inc.
12. All materials and methods of construction/renovation/remodeling of decks if contracted by Family Pools, Inc. are in accordance with and/or inspected by the local building department. Family Pools, Inc. does not warranty the concrete deck area, plaster or tile against cracking due to expansion, contraction or minor settling.
13. This contract is based upon labor, material and subcontractor costs as of the accepted date of this contract effective for a period of thirty days there from. In the event Family Pools, Inc. is unable to complete all construction prior to the expiration of the thirty day period the contract price will be increased for all actual increases in labor, insurance, material, and subcontract costs which Family Pools, Inc. incurs as subsequent to said thirty day period, plus an additional 35% of such increases which represents Family Pools, Inc. overhead cost and profit on such increases.
14. Family Pools, Inc. neither warrants nor guarantees any start and/or completion dates for the construction/renovation of the swimming pool and/or deck. If the Contractor should terminate, cancel, or delay this contract at any time subsequent to the entry into said contract, (cancellations must be submitted in writing within 72 hours after signing the contract via registered mail) deposits, and/or any monies rendered on contracts cancelled without proper written notice as mentioned herein will not be refunded, NO EXCEPTIONS: if for any reason the Contractor delays or refuses to permit Family Pools Inc. to proceed with and complete the work specified herein Family Pools Inc. damages would be difficult if not impossible to determine, therefore the Contractor agrees to pay to Family Pools Inc. reasonable liquidated damages, and not as a penalty an amount equal to 25% of the contract price plus all actual calculable damages such as costs and expenses prior to the date of such cancellation by the Contractor. Upon cancellation Family Pools Inc. shall not have any further responsibilities/liabilities under such said contract, including but not limited to warranties. This is in addition to any further legal right Family Pools Inc. reserves/has. In the event if Family Pools Inc. is made to refer this matter to legal counsel as a result of default, or non-payment by the owner, Family Pools Inc. shall be entitled to recover any and all legal fees including attorney's fees and cost of suit, in addition to such other amounts as may be allowed by law.
15. Family Pools, Inc. is not responsible for floatation of pool or deck cracking due to external water. Any cracking or delamination of plaster associated with structure deficiency of pool shell is not covered under any warranty nor is it the responsibility of Family Pools, Inc. Family Pools, Inc. is not responsible for any damages associated, caused by, or due to draining pool, landscaping, washouts, etc. Water tightness of the pool structure in any case is not the responsibility of Family Pools, Inc. and unless Family Pools, Inc. is installing new plumbing for which the new installation provided by Family Pools, Inc. is what Family Pools, Inc. would be responsible for, Family Pools, Inc. is not responsible for any leaks that may occur other than at the main drain plug. Any service calls associated with leaks other than at the main drain plug will be the responsibility of the customer and be billed to the customer at which time will be due upon receipt.
16. IN THE EVENT THAT ANY WORK PERFORMED BY FAMILY POOLS, INC. IS WHOLLY OR PARTIALLY DESTROYED OR DAMAGED DUE TO FIRE, WATER, VANDALISM, ACTS OF GOD OR ANY OTHER CAUSE BEYOND THE CONTROL OF FAMILY POOLS, INC. THE LOSS SHALL NOT BE SUFFERED BY FAMILY POOLS, INC. AND THE CONTRACTOR INDEMNIFIES AND HOLDS FAMILY POOLS, INC. HARMLESS FOR SUCH LOSS.
17. In the event Contractor is in arrears on any payments due to Family Pools, Inc. on any other contracts executed with Family Pools, Inc. whether on this job or any other job, and the work on this contract not commenced, then Family Pools, Inc. may declare this contract to be null and void and Contractor shall forfeit any and all deposit/draw payments and be responsible to Family Pools, Inc. for all actual expenses incurred by Family Pools, Inc. on behalf or because of this contract.
18. Contractor is responsible for all water costs. Contractor is responsible for supplying the water to fill pool promptly after the plaster or additional charges will be incurred by Contractor. Contractor is responsible for pool maintenance & chemistry upon completion of contract including whereby Family Pools, Inc. supplies only the initial chemical treatment. Water is to be kept running until pool is full, finish is to be brushed and pool chemistry must be maintained and kept at normal levels by contractor.
19. Any checks that are cancelled, returned NSF, have a stop payment placed on them, or are non-transferable in any way whatsoever will result in the Contractor having to pay the amount of said check and a fee of \$650.00. Any contractual payments made via credit card will be subject to pay the convenience fee.
20. Any subsurface water encountered must be capable of being handled with a 1 1/2 HP pump and one well point for new pool construction. Subsurface water on renovations, remodels, or any pre-existing swimming pool/spa projects must be capable of being handled with a 1 1/2 HP pump utilizing the existing underdrain line; in the event the underdrain line for the pool/spa structure is not available or usable, Contractor reserves the right to stop the project. The Owner will be responsible for all costs associated with dewatering above and beyond the subsurface water capabilities herein for their project.
21. Family Pools Inc. is not responsible for liner wrinkles, floating liners, floor or wall imperfections and/or chemical damage to vinyl liners. The aforementioned complications are not to be considered a failure of product or workmanship and will not be warranted.

## FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

Payment, up to a limited amount, may be available from the Florida Homeowner's Construction Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida Law by a licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at the following number and address:

Construction Industry Licensing Board - 2601 Blairstone Road Tallahassee, FL 32399-1039 or phone 850-487-1395



ESTIMATE PROPOSAL/ CONTRACT FORM

FOR: Surfside Aquatic Center  
9392 Harding Ave.  
Surfside, Fl. 33154

September 8, 2020

**RE: Plaster pool/spa with SGM Diamond Brite pool plaster (cool blue)**

We propose to:

1. Drain Pool and remove hydrostatic fitting
2. Remove light fixtures/ladders/handrails
3. Find loose or hollow spots and remove entire hollow areas
4. Acid wash entire interior of pool.
5. Prep interior of pool/spa by chipping a 2" area around lights, return lines, vacuum ports and waterline tile
6. Grind areas in pool/spa under tile, penetrations and drains as needed
7. Clean and pressure clean pool
8. Apply a multi bonding preparation coat over entire interior of pool/spa to manufacturer's specifications
9. All new non-slip swim lane tile will be installed (choice of color)
10. All new non-skid tile will be installed on leading edge of entry steps (choice of color)
11. SGM (Cool Blue) will be applied to entire interior of pool, pool gutters, and aggregate will be exposed (*This comes with a five year warranty on material*).
12. Install new eyeballs on all return lines and new VGB compliant main drains which we will certify
13. Pool/spa water will be filtered with charcoal filters entire time of refilling
14. Sequa-Sol Sequestrian agent will be added to pool/spa while filling and balanced with five appropriate chemicals upon completion of filling
15. All work will be done within County, City and HRS specifications and codes

The total cost of the above work is: \$ 64,770.00

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**RE: Re-grout tile on entire interior of tot-lot splash pool**

1. Drain tot-lot splash pad
2. Acid etch entire interior of splash pool
3. Pressure clean entire interior of pool
4. Acid etch entire interior of splash pool a second time
5. Pressure clean entire interior of splash pool
6. Neutralize entire interior of splash pool
7. Rinse thoroughly
8. Let dry
9. Grout all tile

The total cost of the above work is \$4,760.00

The total cost of all the above work is: \$69,530.00

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**PAYMENT SCHEDULE:**

50 % (\$34,765.00) upon commencement of project  
50% (\$34,765.00) upon completion of project

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**SIGNATURE AGREEMENT**

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. PPP will meet with the property owners, managers & maintenance manager to discuss any specifics that may need to be followed for job completion. If these guidelines are not met by property, PPP is not held responsible for any damage or non-favorable results. Such as: sprinklers not being turned off by property prior and during deck jobs. PPP is not responsible for pre-existing structural damage should additional damage occur when draining a pool. It is very important that a pool service maintenance technician maintains the proper chemical balance & pool circulation immediately following a resurfacing of pool(s), spa(s) & kiddie pool(s). Otherwise, Warranty issues may occur. PPP is not responsible for motors or other pool equipment that will not function properly when started up after being off for any job scope. The above job specified may be used for [www.pictureperfectpools.com](http://www.pictureperfectpools.com).

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Note: This proposal does not include engineering or permit costs.

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Acceptance of Proposal- the above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment to be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ PPP Authorized Signature: \_\_\_\_\_



# MEMORANDUM

ITEM NO. **3J**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** January 14, 2021  
**Subject:** FY 2021 Budget Amendment Resolution No. 4

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The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021 actual revenues and expenditures and recommends a change to the FY 2021 annual budget is as follows:

## **GENERAL FUND (Attachment A)**

The General Fund is being amended to:

1. appropriate \$40,000 from current year reserves for FPL undergrounding project management Resolution No. 2020-2743.

## **CAPITAL PROJECTS FUND (Attachment A)**

The Capital Projects Fund is being amended to:

1. appropriate \$59,205 for the installation of a 2000-gallon above ground fuel storage tank;
2. re-appropriate \$150,000 for the reconfiguration and renovation of Town Hall to provide necessary office space for departments' staff.



**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 4 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on September 22, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2716 approving the budget for Fiscal Year 2020/2021 and establishing revenues and appropriations for the Town; and

**WHEREAS**, the General Fund is being amended to appropriate \$40,000 from current year reserves for the FPL underground project management pursuant to Resolution No. 2020-2743; and

**WHEREAS**, the Capital Projects Fund is being amended to (i) appropriate \$59,205 for the installation of a 2,000 gallon aboveground fuel storage tank and (ii) re-appropriate \$150,000 for the reconfiguration and renovation of Town Hall to provide necessary office space for Department staff; and

**WHEREAS**, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund and Capital Projects Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

**WHEREAS**, the Town Commission desires to amend the Fiscal Year 2020/2021 budget by amending the General Fund and the Capital Projects Fund as set forth in Attachment “A” attached hereto; and

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

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

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approving Budget Amendment No. 4.** The Town Commission approves the 2020/2021 fiscal year Budget Amendment No. 4 as provided for in Attachment “A” attached hereto.

**Section 3. Implementation.** The Town Manager and/or his designee are directed to take any and all action necessary to accomplish this Budget Amendment No. 4 and the purposes of this Resolution.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of January, 2021.

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 Legal Sufficiency:

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

**TOWN OF SURFSIDE  
BUDGET AMENDMENT  
ATTACHMENT A**

Fiscal Year            2021  
 BA No.                    4  
 Fund Nos.              001 General Fund  
                               301 Capital Projects Fund

1/14/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
<b>GENERAL FUND</b>						
<b>EXPENDITURES</b>						
001-7900-590-99-10	Contingency Reserve	Appropriate funds for FPL undergrounding project management support Resolution No. 2020-2743			\$ 40,000	
001-7900-590-31-10	Professional Fees		\$ 127,232	\$ 40,000		\$ 167,232
<b>TOTAL</b>	<b>GENERAL FUND EXPENDITURES</b>			<b>\$ 40,000</b>	<b>\$ 40,000</b>	
<b>CAPITAL PROJECTS FUND</b>						
<b>REVENUES</b>						
301-590-392-00-00	Reappropriated Fund Balance	Appropriate funds for fuel tank replacement. Balance available from prior year - police parking lot fence project.	\$ 2,771,243	\$ 59,205		\$ 2,830,448
301-590-392-00-00	Reappropriated Fund Balance	Re-appropriate funds for Town Hall improvements. Project originally funded in FY2018.	\$ 2,830,448	\$ 150,000		\$ 2,980,448
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND REVENUES</b>			<b>\$ 209,205</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>						
301-4400-539-64-10	Capital Outlay - Machinery & Equipment	2000-gallon above ground storage tank for fuel storage project	\$ -	\$ 59,205		\$ 59,205
301-4400-539-62-20	Capital Outlay - Town Hall	Reconfiguration and renovation of Town Hall to provide necessary office space.	-	\$ 150,000	-	\$ 150,000
<b>TOTAL</b>	<b>CAPITAL PROJECTS FUND EXPENDITURES</b>			<b>\$ 209,205</b>	<b>\$ -</b>	



**Town of Surfside  
Town Commission Meeting  
January 14, 2021  
7:00 pm**

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

**Agenda #:** 4B1  
**Date:** January 14, 2020  
**From:** Vice Mayor Tina Paul  
**cc:** Lillian M. Arango and Tony Recio, Town Attorneys  
 Andrew Hyatt, Town Manager  
**Subject:** Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies

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**Objective:** At the Town Commission meeting on December 8, 2020, the Commission directed the Town Attorney to prepare an amendment to the Town Code to allow pet grooming as an accessory use. The attached Ordinance amends Section 90-41 “Regulated Uses” by providing for “pet grooming” as an accessory use to “pet supplies,” a use already permitted within the SD-B40 district. The accessory use is permitted subject to conditions aimed at avoiding over-concentration of this type of use within the Town’s business district and minimizing potential adverse impacts of animal-related services such as offensive odors, animal waste, and noise.

**Consideration:** The attached Ordinance provides for pet grooming as an accessory use to retail pet supplies within the SD-B40 district subject to the following conditions:

- a. Animals shall be walked on the premises in an enclosed area and all waste shall be disposed of immediately.
- b. No overnight boarding shall be permitted.
- c. Soundproofing shall be required and the noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- d. No malodor shall be perceptible at the boundary of the premises.
- e. Pet sales or pet adoption services are prohibited.
- f. There shall be a minimum distance separation of 850 feet between pet supplies stores offering pet grooming and 400 feet between a pet supplies store offering pet grooming services and a veterinary office offering pet grooming services.

The Veterinary Wellness Center of Surfside operates at 9530 Harding Avenue within the SD-B40 district. While Section 90-41 of the Town Code allows pet grooming in connection with and as accessory to a veterinary office, the operator/veterinarian Dr. Carmona confirmed it does not offer pet grooming services. They have submitted a letter of support for allowing the pet grooming use

offered by another business and specifically in favor of a potential applicant under this Ordinance, Woof Gang Bakery.

**Recommendation:** Consider and adopt the attached Ordinance on first reading, including the conditions, and consider the Ordinance for final adoption at second reading.

ORDINANCE NO. 21 - \_\_\_\_\_

**AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO CHANGE THE LIST OF PERMITTED ACCESSORY USES TO ALLOW PET GROOMING AS ACCESSORY TO RETAIL PET SUPPLIES IN THE SD-B40 ZONING DISTRICT AND PROVIDING FOR RELATED REGULATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.**

1       **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida  
2 Statutes, provide municipalities the authority to exercise any power for municipal purposes, except  
3 where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4       **WHEREAS**, the Town Commission of the Town of Surfside ("Town Commission") finds it  
5 periodically necessary to amend its Code of Ordinances and Land Development Code ("Code") in  
6 order to update regulations and procedures for maintain consistency with state law and to implement  
7 municipal goals and objectives; and

8       **WHEREAS**, Section 90-41(c) of the Town Code allows pet supplies in the SD-B40 Zoning  
9 District under the Retail and General Commercial Uses category; and

10       **WHEREAS**, modern pet supplies stores often offer pet grooming services, but the Town Code  
11 does not allow pet grooming as a permitted accessory use to pet supplies; and

12       **WHEREAS**, pet grooming is currently only allowed as accessory to veterinary office uses,  
13 subject to certain limiting conditions; and

14       **WHEREAS**, the concentration of animals on any particular premises or within a certain area  
15 has the potential to result in adverse impacts to residents and businesses through offensive odors,  
16 animal waste, and noise; and

17       **WHEREAS**, to minimize such adverse impacts, businesses offering services to animals,  
18 including pet grooming services, require special limitations and minimum separation from other  
19 businesses offering similar services; and

20       **WHEREAS**, on December 8, 2020, the Town Commission directed staff to evaluate and  
21 prepare an ordinance allowing pet grooming services as accessory to retail pet supplies; and

<sup>1</sup>Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

22       **WHEREAS**, the Town Commission held its first public hearing on \_\_\_\_\_, 2021 and  
23 recommended approval of the proposed amendments to the Code of Ordinances having complied  
24 with the notice requirements set forth in the Florida Statutes; and

25       **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held  
26 its hearing on the proposed amendment on \_\_\_\_\_, 2021 with due public notice and input;  
27 and

28       **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on  
29 these regulations as required by law on \_\_\_\_\_, 2021 and further finds the proposed  
30 change to the Code necessary and in the best interest of the community.

31  
32       **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**  
33 **TOWN OF SURFSIDE, FLORIDA<sup>1</sup>:**  
34

35       **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by  
36 this reference:  
37

38       **Section 2. Town Code Amended.** Section 90-41. – “Regulated Uses” of the Surfside Town  
39 Code of Ordinances is hereby amended and shall read as follows<sup>1</sup>:

40 **Sec. 90-41. Regulated uses.**

41 \* \* \*

42 (c) Table—Regulated uses.

43 \* \* \*

44

Accessory uses	H30A	H30B	H30C	H40	H120	SD-B40
Boat docks + moorings	P(2)	-		-	-	-
Game courts	P(2)	P(2)	P(2)	P(2)	P(2)	-
Home Bar-B-Q grills	P(2)	P(2)	P(2)	P(2)	P(2)	-
Laundry/service rooms	-	-	P(5)	P(5)	P(5)	-
Office spaces	-	-		P(3)	P(3)	-
Recreational rooms	-	-	P(4)	P(4)	P(4)	-

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<sup>1</sup> Additions to the text are shown in underline. Deletions to the text are shown in ~~strike through~~.

Swimming pools	P(2)	P(2)	P(2)	P(2)	P(2)	-
Hotel Swimming pools	-	-	CU(2)	CU(2)	CU(2)	-
Vending machines	-	-	P(6)	P(6)	P(6)	-
Bar	-	-	-	-	CU(2)	P
Outdoor dining facilities	-	-	-	CU	CU	-
Electric Vehicle Charging Station	P(27)	P(27)	P(28)	P(28)	P(28)	P(29)
<u>Pet Grooming</u>						<u>P(35)</u>

45 Key: P: Permitted Blank: Not Permitted (#): Refer to Notes CU: Conditional Use

46 (d) *Uses table notes.*

47 \* \* \*

48 (35) Pet grooming may be permitted as accessory to pet supplies provided:

49 a. Animals shall be walked on the premises in an enclosed area and all waste shall  
50 be disposed of immediately.

51 b. No overnight boarding shall be permitted.

52 c. Soundproofing shall be required and the noise outside the building shall not  
53 exceed that of average daily traffic measured at the lot line.

54 d. No malodor shall be perceptible at the boundary of the premises.

55 e. Pet sales or pet adoption services are prohibited.

56 f. There shall be a minimum distance separation of 850 feet between pet supplies  
57 stores offering pet grooming and 400 feet between a pet supplies store offering  
58 pet grooming services and a veterinary office offering pet grooming services.

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

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

67  
68 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or  
69 Resolutions in conflict herewith are hereby repealed.

70



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

72  
73 **PASSED** and **ADOPTED** on first reading this \_\_\_ day of January, 2021.

74  
75 **PASSED** and **ADOPTED** on second reading this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

76  
77  
78 On Final Reading Moved by: \_\_\_\_\_

79  
80 On Final Reading Second by: \_\_\_\_\_

81  
82 **First Reading:**

83 Motion by: \_\_\_\_\_

84 Second by: \_\_\_\_\_

85  
86  
87 **Second Reading:**

88 Motion by: \_\_\_\_\_

89 Second by: \_\_\_\_\_

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91  
92 **FINAL VOTE ON ADOPTION**

93 Commissioner Charles Kesl \_\_\_\_\_

94 Commissioner Eliana R. Salzhauer \_\_\_\_\_

95 Commissioner Nelly Velasquez \_\_\_\_\_

96 Vice Mayor Tina Paul \_\_\_\_\_

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

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103 \_\_\_\_\_  
104 Charles W. Burkett  
105 Mayor

106 **ATTEST:**  
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108 \_\_\_\_\_  
109 Sandra N. McCready, MMC  
110 Town Clerk

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**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



## MEMORANDUM

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** January 14, 2021  
**Subject:** Design Services for the Reconstruction of 96<sup>th</sup> Street Park

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On October 13, 2020, the Town Commission approved entering into contract negotiations with Savino & Miller Design Studio (SMDS).

Town Administration entered into contract negotiations with Savino & Miller Design Studio for design and post-design services for the Surfside 96<sup>th</sup> Street Park Project on October 15, 2020. A draft Scope of Services and Fee Proposal was received from SMDS on November 13, 2020. Town Administration and consultant reviewed and negotiated the Scope of Services through four revisions to include all design requirements and document deliverables anticipated as necessary to provide a complete, turn-key project. Due to the technical and complex details involved in the design process of a new facility, Town Administration and consultant reviewed all the project requirements and essential elements to make certain that the scope was responsive and inclusive.

The Scope of design work includes all Site Planning & Programming, Architectural, Structural, Civil, MEP, and Landscaping drawings and documents sufficient to meet the Town concepts, requirements, and budgets for the project as outlined in the RFQ. Additionally, the Scope includes non-design required services of Geotechnical Engineering, Survey and Arborist. During this process, it became evident that to deliver the full scope of the project including a 2-story ~1,600 ft<sup>2</sup> facility, the \$2.5M total project cost would be insufficient. Through the design phase, a detailed cost estimate will be formalized to update the total project cost. At this time, it is anticipated that the project will be closer to a \$3.0M total project cost.

The base scope of services, as detailed in Exhibit B of the agreement, was negotiated lower by approximately 9% representing 12% of an ~\$3.0M project budget and found to be following industry standards for similar professional services. The fee for the base scope of services is \$355,775.

Additional Services #1 - Town-wide Kayak Launch Assessment

As detailed in Attachment A to Exhibit B of the agreement, SMDS team will provide a Town-wide Kayak Launch Assessment including street ends and park location in Town at a fee of \$39,000.

Town Administration is requesting authorization to contract with Savino & Miller Design Studio (SMDS) for a base scope of services of \$355,775, additional services #1 of \$39,000, and \$25,000 in contingency for a total authorization to expend of \$419,775.

Reviewed: JG

Prepared: JW/JG

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH SAVINO & MILLER DESIGN STUDIO, P.A. FOR DESIGN AND ARCHITECTURAL PROFESSIONAL SERVICES FOR RECONSTRUCTION OF 96TH STREET PARK; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (the “Town”) is seeking a consultant to provide design and architectural professional services for the design and reconstruction of 96<sup>th</sup> Street Park (“Services”); and

**WHEREAS**, on January 31, 2020, the Town issued Request for Qualifications No. 2020-02 (“RFQ”) requesting proposals from firms for the Services; and

**WHEREAS**, in response to the RFQ, Savino & Miller Design Studio, P.A. (“Consultant”) submitted a proposal to the RFQ; and

**WHEREAS**, on October 13, 2020, the Town adopted Resolution No. 2020-2725 authorizing the Town Manager to negotiate an agreement with Consultant as the highest-ranked qualified firm pursuant to the RFQ; and

**WHEREAS**, the Town Manager has negotiated an agreement attached hereto as Exhibit “A” (“Agreement”) with the Consultant for the Services and the Town Commission desires to approve the Agreement in the amount of \$355,775.00; and

**WHEREAS**, the Town Commission further wishes to approve Additional Services #1 (Town-wide Kayak Launch Assessment) in the amount of \$39,000.00 and authorize the expenditure of funds for such purpose; and

**WHEREAS**, the Town Commission further wishes to approve an additional contingency amount of \$25,000.00 for the Services and authorize the expenditure of such funds; and

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

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

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Agreement; Authorization to Expend Funds for Additional Services for Kayak Launch and Contingency Amount.** The Agreement with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved in the amount of \$355,775.00, and the expenditure of funds pursuant to the Agreement is approved. The Town Commission further approves the expenditure of funds for Additional Services #1 (Town-wide Kayak Launch Assessment) in the amount of \$39,000.00 and an additional contingency amount not to exceed \$25,000.00.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services, subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of January, 2021.

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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE TOWN OF SURFSIDE  
AND  
SAVINO & MILLER DESIGN STUDIO, P.A.**

**THIS AGREEMENT** (this "Agreement") is made effective as of the \_\_\_\_ day of \_\_\_\_\_ 2020 (the "Effective Date"), by and between the **TOWN OF SURFSIDE**, a Florida municipal corporation (hereinafter the "Town"), and **SAVINO & MILLER DESIGN STUDIO, P.A.** ("Contractor"), a Florida for-profit corporation.

**WHEREAS**, on January 31, 2020, the Town issued Request for Qualifications No. 2020- 02 ("RFQ") for design and architectural professional services for the reconstruction of the 96" Street Park (the "Services" as further defined below), which RFQ is incorporated herein and made a part hereof by reference; and

**WHEREAS**, in response to the RFQ, the Contractor submitted a proposal for the Services, attached hereto as Exhibit "A"; and

**WHEREAS**, on July 23, 2020, an Evaluation Committee appointed by the Town Manager short listed firms and ranked the Contractor as the most qualified firm for the Services; and

**WHEREAS**, on August 11, 2020, the Town Commission adopted Resolution No. 2020-\_\_\_\_\_ selecting Contractor to provide the Services and authorizing the Town Manager to negotiate and execute an agreement with Contractor; and

**WHEREAS**, the Contractor will perform the Services, in accordance with the RFQ, Exhibit "A" ("Contractor's Proposal"), Exhibit "B" ("Scope of Services") and Exhibit "C" ("Rate Schedule"), all as attached hereto and made a part hereof (the "Services"); and

**WHEREAS**, the Contractor and the Town, through mutual negotiation, have agreed upon a rate schedule as set forth in Exhibit "C" ("Rate Schedule") 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 and provide deliverables for the Services as set forth and in accordance with the RFQ incorporated herein by reference, the Scope of Services attached hereto as Exhibit "A", the Contractor's Proposal attached hereto as Exhibit "B", and the Rate Schedule attached hereto as Exhibit "C", for the design and reconstruction of the 96" Street Park.

**1.2.** Prior to commencement of Services or the Project, the Contractor will provide the Town



with a fixed lump sum cost for the Services as set forth in the Scope of Services attached hereto as Exhibit "A" and the Rate Schedule attached hereto as Exhibit "C."

**13.** Contractor shall provide Additional Services as requested by the Town. The Town must approve in writing any Additional Services in accordance with the Scope of Services attached hereto as Exhibit "A", and corresponding fees and costs based on the Rate Schedule set forth in Exhibit "D", and shall provide the Contractor with written authorization to proceed to perform the Additional Services. Contractor acknowledges that it shall not undertake to perform any Additional Services until it has received from the Town written authorization to proceed on such Additional Services and agreed upon fees and costs.

**14.** Contractor shall furnish all reports, documents, and information obtained pursuant to this Agreement, and recommendations during the term of this Agreement (hereinafter "Deliverables") to the Town.

**15.** Contractor shall abide by the terms and requirements of the RFQ, as though fully set forth herein.

**2. Term/Commencement Date.**

**2.1.** This Agreement shall become effective upon the Effective Date and shall remain in effect until completion of all Services set forth in the Scope of Services attached hereto as Exhibit "A", unless earlier terminated in accordance with Section 8.

**2.2.** Contractor agrees that time is of the essence and Contractor shall complete the Services within the timeframes set forth in the Scope of Services attached hereto as Exhibit "A" and in the manner provided in this Agreement, unless extended in writing by the Town Manager.

**3. Compensation and Payment.**

**3.1** Compensation for Services provided by Contractor shall be in accordance with the Rate Schedule attached hereto as Exhibit "C" and shall not exceed the total amount of 316,625.00, unless approved as Additional Services in the manner set forth in Section 1.3 and the General Conditions in Exhibit "C".

**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 this Agreement. Fees shall be paid in arrears each month, pursuant to Contractor's invoice, which shall be based upon the percentage of services completed for each task invoiced. The Town shall pay the Contractor 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; Representations and Warranties.**

6.1. Contractor shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a contractor and professional under similar circumstances in similar localities ("Standard of Care"). 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's requests, the Contractor shall at Contractor's sole expense, immediately correct its Deliverables or Services.

6.2 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. Contractor fully warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional manner consistent with the Standard of Care.

6.3 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 the Contractor in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**7. Conflict of Interest.**

7.1. To avoid any conflict of interest or any appearance thereof, 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 adversarial issues against the Town.

**8. Termination.**

8.1 The Town Manager, without cause, may terminate this Agreement upon five (5) calendar days

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 work on the 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 Section 8.4.
- 8.4. 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.
- 8.5. Contractor may only cancel this Agreement if the Town is in material default of any of the terms and conditions of the Agreement, including failure to make payment as required in this Agreement, and said default is not cured by the Town within 30 days of written notice by Contractor specifying the default and the action required to cure such default. In the event of such termination by the Contractor, Contractor shall be paid for all Services accepted by the Town Manager up to the date of termination, provided that the Contractor has first complied with the provisions of Section 8.4.

## **9. Insurance.**

- 9.1 Contractor shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts specified below as satisfactory to Town, including the Town as an Additional Insured on the policies required below except Professional Liability and Worker's Compensation/Employer's Liability, underwritten by a firm rated A-X or better by A.M. Best at the time of execution of this Agreement, and qualified to do business in the State of Florida. The insurance coverage affording additional insured status shall be primary insurance with respect to the Town, its officials, employees, and agents. Any insurance maintained by the Town shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance which affords additional insured status. The insurance coverages shall include the amounts set forth in this section and may be increased by the Town as it deems necessary or prudent, with the prior written approval of Contractor.
  - 9.1.1 Commercial General Liability coverage with limits of liability of \$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.
  - 9.1.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability 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.

**9.1.3** Business Automobile Liability 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, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

**9.1.4** Professional Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) per claim and 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/Employer's Liability 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 evidence that no less than (30) thirty-day advance written notice (10-days' in the event of cancellation due to non-payment of premium) will be provided to Town prior to cancellation of said policies of insurance. The Contractor shall be responsible for assuring that the insurance 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 prior to the date of their policy expiration. 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/Employer's Liability Insurance, the Town is to be 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 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 affording additional insured status shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

**9.4 Waiver of Subrogation.** The Contractor's insurance policies shall include a blanket waiver of subrogation endorsement in favor of the Town.

**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.** 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 WANES ITS RIGHT TO TRIAL BY JURY.

**12. Indemnification.**

**12.1** Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons employed or utilized by the Contractor in the performance of this Agreement.

**12.2.** 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 performance or non-performance of this Agreement.

**12.3.** Nothing herein is intended to serve as a waiver of sovereign immunity by the Town nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Town is subject to section 768.28, Florida Statutes, as may be amended from time to time.

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

**13. Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

**14. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

**15. Entire Agreement/Modification/Amendment.**

**15.1** This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

**15.2** No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**16 Ownership and Access to Records and Audits.**

**16.1** 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. The Town Manager or her designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any records of the Contractor involving transactions related to 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.

16.8 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.**

**Custodian of Records:** Sandra McCready, MMC  
**Mailing address:** 9293 Harding Avenue  
Surfside, FL 33154  
**Telephone number:** 305-861-4863  
**Email:** smccready@townofsurfsidefl.gov

17 **Nonassignability.** 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 such firm's familiarity with the Town's area, circumstances and desires.

18 **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19 **Independent Contractor.** The 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.

20 **Compliance with Laws.**

20.1 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.

20.2 Contractor shall perform and complete the services in compliance with the Florida Building Code, the Town of Surfside Charter and Code, Miami-Dade County Code of Ordinances, and all other applicable codes and standards governing the Services and the work. The applicable edition of each code shall be that edition which is adopted and in effect at the time of filing of the last permit application governed by each code or standard.

- 21 **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
- 22 **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
- 23 **Prohibition of Contingency Fees.** The 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.
- 24 **Public Entity Crimes Affidavit.** 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.
- 25 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
- 26 **Conflicts.**
- 26.1 This document, without exhibits or attachments, is the “Base Agreement.” In the event of a conflict between the terms of the Base Agreement and any exhibits or attachments hereto, the terms of the Base Agreement shall control.
- 26.2 In the event of a conflict between the terms of any exhibits or attachments hereto, or any documents incorporated herein by reference, the conflict shall be resolved in the following order of priorities and the more stringent criteria for performance of the Services shall apply:
- 26.2.1 First Priority: Exhibit “A,” RFQ No. 2020-02;
- 26.2.2 Second Priority: “Exhibit “C,” the Scope of Services;
- 26.2.3 Third Priority: “Exhibit “D,” the Rate Schedule; and
- 26.2.4 Fourth Priority: “Exhibit “B,” the Response to RFQ No. 2020-02.
- 27 **Boycotts.** The Contractor represents that it is not currently engaged in, and will not engage in, a boycott, as defined in Section 3-1.1 of the Town of Surfside Code of Ordinances



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**TOWN OF SURFSIDE:**

By: \_\_\_\_\_  
Andrew Hyatt, Town Manager

Date Executed: \_\_\_\_\_

Attest:

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

Approved as to form and legal sufficiency:

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

**Addresses for Notice:**

Town of Surfside  
Attn: Town Manager  
9293 Harding Avenue  
Surfside, FL 33154  
305-861-4863 (telephone)  
305-993-5097 (facsimile)  
ahyatt@townofsurfsidefl.gov (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Lillian Arango, Esq.  
Town of Surfside Attorney  
2525 Ponce de Leon Boulevard, Suite 700  
Coral Gables, FL 33134  
larango@wsh-law.com (email)

**CONTRACTOR:**

SAVINO & MILLER DESIGN STUDIOS, P.A.

By: \_\_\_\_\_

Name: Adriana Savino-Miller

Title: President

Date Executed: \_\_\_\_\_

**Addresses for Notice:**

Savino & Miller Design Studio, P.A.

12345 NE 6 Ave

Suite A

North Miami, FL 33161

\_\_\_\_\_ (telephone)

\_\_\_\_\_ (facsimile)

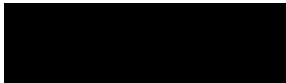
\_\_\_\_\_ (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
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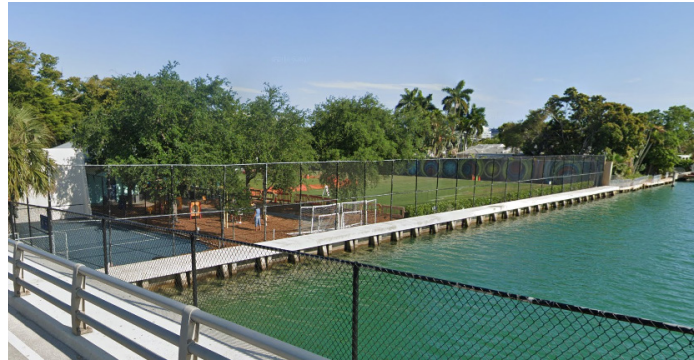
\_\_\_\_\_ (telephone)

\_\_\_\_\_ (facsimile)



**EXHIBIT "A"**

**RESPONSE TO RFQ NO. 2020-02**



**RFP No. 2020-02**  
**Design Services: Reconstruction of 96th Street Park**

Town of Surfside  
Sandra Novoa, Town Clerk's Office - Surfside Town Hall  
Savino & Miller Design Studio  
9293 Harding Ave - 2nd Floor  
Surfside, FL 33154

May 28, 2020 at 2:00pm

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May 28, 2020

Sandra Novoa  
Town Clerk's Office, Surfside Town Hall  
9293 Harding Ave, Second Floor  
Surfside, FL 33154

RE: RFQ No. 2020-02 Design Services: Reconstruction of 96th Street Park

Dear Ms. Novoa:

On behalf of Savino & Miller Design Studio, I am pleased to submit our firm's response to the Request for Qualifications for the Reconstruction of 96th Street Park.

Savino & Miller Design Studio (SMDS) is an award-winning minority-owned firm located in North Miami. The studio has been focusing in open space design with a multidisciplinary approach that includes landscape architecture, urban design and architecture since 1993. The firm has a previous relationship with the Town of Surfside from designing the site master plan that included the pools, landscape and beach access at the Surfside Community Center. Additionally, SMDS has completed many relevant recreational and park projects throughout South Florida that have been successful in meeting the recreational needs of their communities while improving resiliency and protecting the shoreline. Examples include Maurice A. Ferré Park in Miami, Muss Park and South Pointe Park in Miami Beach.

The Surfside's 96th Street Park presents the opportunity of a total reconstruction of the park where program, context and existing conditions will be addressed. After visiting the site and analyzing its context, the SMDS team has come to appreciate its critical role as a public amenity for the Surfside community, particularly for families and different age groups. Important considerations for this project include preserving the existing program, adding new program such as a kayak launch, designing a new community building, and ensuring that improvements align with the goals of the Town's Climate Crisis Report and Action Plan. SMDS has assembled a full-service team of professionals that have years of experience collaborating in creating successful park projects of similar scope.

I will be leading the team with my partner, Adriana Savino. I am a landscape architect and planner, and Adriana is an urban designer and architect. She will be leading the master planning for this project. Both of us have been practicing for over 30 years completing numerous park designs, many of which are award-winning.

William Lane, known for his iconic Miami Beach lifeguard stations and community buildings for waterfront parks will be the lead architect. Atelier Mey will be the climate adaptation architect. The principals, Shawna and Chris Meyer have been working closely with the Town of Surfside to help guide future resiliency and community planning policy. Their architecture background and local knowledge of the Town's long-term vision will be key to developing a resiliency strategy for the park design.

Coastal Systems International will be the civil engineer on the team. They are local experts on coastal infrastructure, adaptive engineering design and permitting. Douglas Wood & Associates and its award-winning team was

selected as the structural engineer on the team, Ardaman & Associates, for the geotechnical engineering, Louis J. Aguirre & Associates as the MEP engineer, Tropical Designs of Florida will be the arborist, Ken DiDonato, Inc. the irrigation designer, and 3TCI, Inc the surveyor. All our consultants have decades of proven experience in their fields, and together, we have completed several successful waterfront and open-space projects that have become iconic in their communities.

SMDS has experience “fast-tracking” projects and is committed to the Town’s desired timeline. We have drafted a preliminary timeline in our technical approach narrative that we feel confident about, but can be easily adjusted given the Town’s needs and goals.

SMDS believes that landscape architecture and urban park projects must be responsive to, and instructive of, present and future issues of ecological sustainability. The firm’s designs will incorporate a systems approach in integrating the infrastructural needs with long-term goals, such as reducing power demand/carbon footprint, water conservation, stormwater runoff mitigation, urban heat island effect and shoreline resiliency. SMDS is especially interested in creating open space systems that reflect the incredibly rich biodiversity found in South Florida while meeting the recreational needs and goals of the community.

This SMDS team has significant park design experience in many different types of settings and contexts. The firm recently completed Phase I and II of Maurice A. Ferré Park (fka Museum Park), which includes the Baywalk and museum promenade, receiving a 2015 Florida ASLA Award of Merit. SMDS was the local landscape architect for South Pointe Park, which received a 2007 FNGA of Excellence and 2019 FL ASLA Award of Excellence. Other completed parks include Belle Isle Park and Muss Park both in Miami Beach, Gateway Park in Sunny Isles Beach, and we are currently working on Bayshore Park in Miami Beach, Sunrise Park in Hallandale Beach, and the Gwen Cherry Park nature-based playground in Miami. Other relevant experience includes our work with the Miami Baywalk & Riverwalk Design Guidelines, which will be codified in Miami 21, with the goal to establish a more resilient, unified and activated waterfront.

Our team’s extensive local creative design experience, history of successful collaboration, and professional expertise prepared us to provide the highest standard of professional design and consulting services to Surfside and contribute to the Town’s efforts of improving its recreational facilities while achieving the long term goals outlined in its Climate Crisis Report and Action Plan.

In summary, the Savino & Miller team is uniquely qualified to transform and recreate the Town of Surfside’s 96th Street park, and is committed to making Surfside a more beautiful, connected, safe and resilient city for its residents to enjoy.

Respectfully submitted,

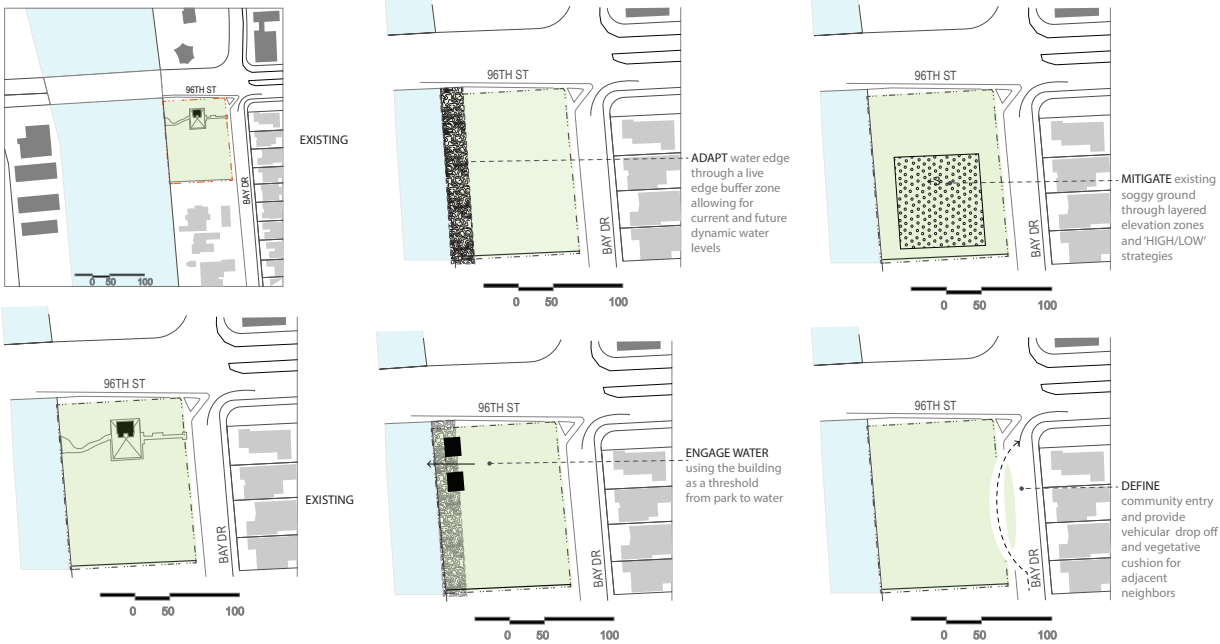


Barry Miller, ASLA, RLA  
Vice President, Savino & Miller Design Studio

# TAB 1

## Technical Approach / Implementation Schedule

5





## TECHNICAL APPROACH

Savino & Miller utilizes an interdisciplinary, holistic and inclusive approach that engages the ecological and cultural contexts of the site and community. The guiding principle is, through community participation, to explore and understand the unique qualities inherent to the site. Through careful understanding of program, of how people use space, attention to material selection and detail, and spatial composition, we design parks to create an environment that facilitates social interaction, and is in harmony with its surroundings

It is important to acknowledge the location of this park within the Town of Surfside, giving the urban park user a keen awareness of the South Florida and Intracoastal/Biscayne Bay ecology. The team will incorporate sustainable and adaptable practices into their design, including state-of-the-art technology for site lighting, stormwater management, shoreline resiliency, irrigation and the architecture, with the goal to re-construct the 96th Street Park as a resilient and adaptive neighborhood park.

The park's program will offer a variety of recreational facilities and programs to promote health, community connectedness, and environmental awareness. The design will recognize the park's location in the town and its proximity to the water within its specific urban setting. The park could become a basis of design for other Town park sites or other South Florida's waterfront parks, recognizing the potential of parks to be utilized as green infrastructure.

The 96th Street Park is in the northwest corner of Surfside on the Intracoastal Waterway. Due to its location, it acts as an end anchor for the town, and as an articulation point where three communities converge: Surfside to the east, Bal Harbor to the north, and Bay Harbor islands to the west, where most children residing in the area go to elementary and middle school. This offers an opportunity to explore other potential connections, particularly with Bal Harbor which has a park just across the 96th Street bridge with a potentially complementing program.

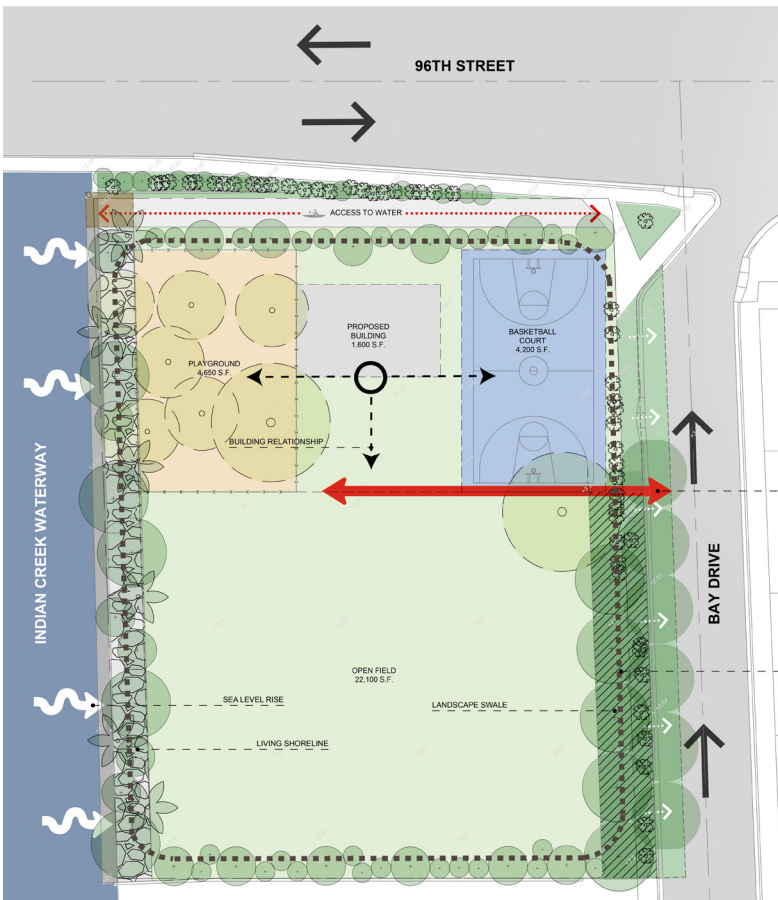
The park has very distinctive characteristics: It appears "sunken" in the north edge from the bridge ramp of 96th Street, which creates a distinctive edge condition emphasizing the disconnection to Bal Harbour and insulating the park from the street. The south side is defined by a CMU wall with a mural that separates the site from a neighboring resident. The community approaches the park from Bay Drive, a northbound one-way street to the east of the park. The Intracoastal waterway is located to the west of the park separating the connection to the water by a 12 foot-high chain link fence. This compact site is one of four neighborhood parks in Surfside. Per the survey provided, the site has a low seawall and according to some users, the square-shaped multi-purpose field often suffers from salt-water intrusion during flood events. Most active uses such as a non-regulation size basketball and racquetball courts are sandwiched between the 96th street ramp, the building and playgrounds. The current CMU building at-grade needs updating. To the west and the east there are two children's playgrounds under shade trees that need upgrading.

### **As design framework, the Design Team will incorporate these underlying core principles:**

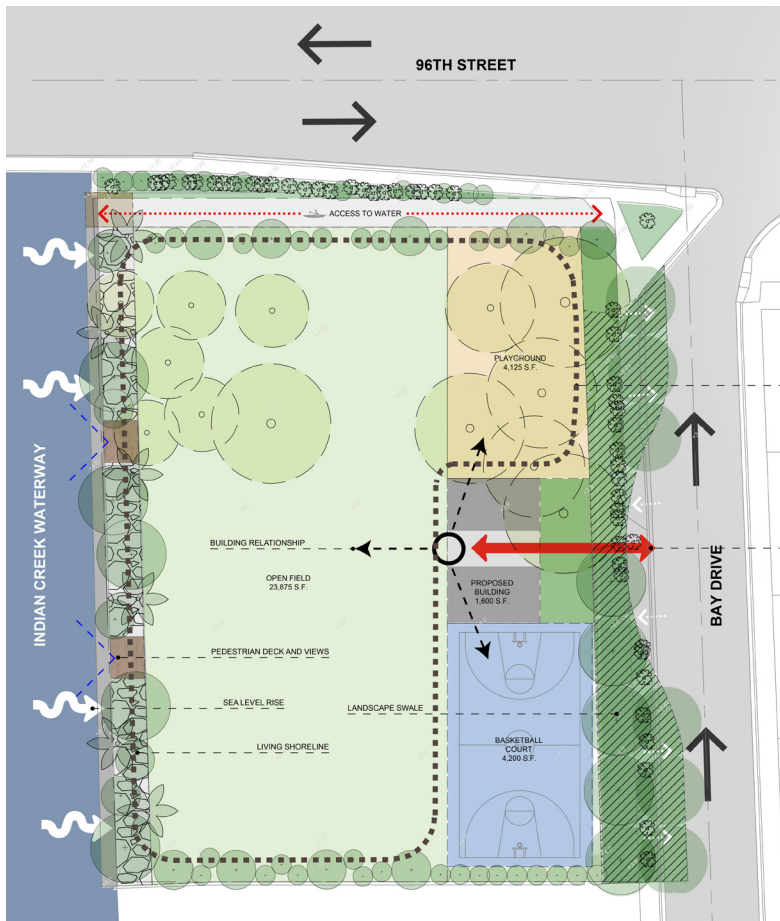
- Develop a plan which is practical, implementable, on budget and delivered on time.
- Create a design that benefits the community economically, ecologically, and through social equity.
- Incorporate sustainability, resiliency and adaptation principles at every level of park design, from material selection and LED lighting to seawall improvements, site elevation and green infrastructure.
- The park's site on the waterfront provides direct connection and views of the Intracoastal, which will be an important consideration in the placement of the program.
- The park's architecture will reflect the tropical, coastal nature of the surrounding area, creating a sense of place, and be adaptive to sea-level rise.
- Provide activities that connect to the water such as kayaking/fishing/paddle board, as desired by the community and Town.
- Provide opportunities for improved accessibility to promote community connectivity, including streetscape design, bike stations, and develop creative ways to reduce chain link fencing.
- Provide views and control from the building to all activities by incorporating CPTED principles to the site plan and architecture.
- Preserve and expand park programming to accommodate all age groups.

## SITE PLAN 1 - Building at Existing Location

- The playground is placed closer to the water's edge, away from the street and basketball court to create a safer and more pleasant play environment for the children, as well as the parents.
- A "living edge" buffers the playground from the water, allowing for a lower fence.
- The basketball court is placed at a N-S orientation for better play experience and is located adjacent to the streetscape for high visibility into the park and to the water.
- CPTED principles are implemented with building location in the middle of the two activities, with sight lines to every area of the park. Building is also elevated, providing a shaded pavilion on the ground-level.
- The streetscape and park presence is improved with enhanced tree canopy and a green buffer to the street, lessening the need for tall fencing for the park's field.

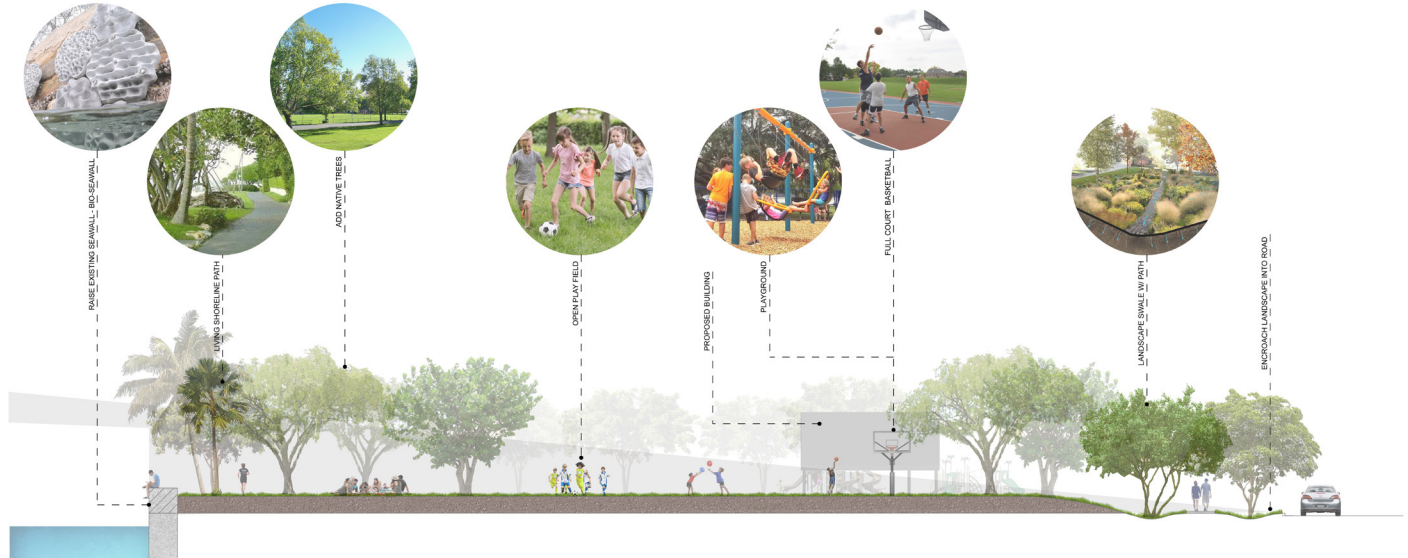


**Resiliency is one of the most important considerations for this park design.** Based on our team's experience with the Miami Baywalk & Riverwalk Design Guidelines, Muss Park and Bayshore Park in Miami Beach, **our team is uniquely qualified to propose ideas and execute designs for green infrastructure and shoreline resiliency.** In addition, our consultant Atelier Mey, through their work for UM's LU\_Lab, has been **deeply involved with the development of the Town's goals and toolkit for adapting to climate change.** In our Baywalk Guidelines, we proposed raising the seawall, the promenade, creating living shorelines and implementing pervious paving, among other measures. For Muss Park, located along Biscayne waterway, the solution was to raise the playground, and for Bayshore Park, our team is utilizing the park's lake and green space for stormwater management during flood events. **These design principles can be easily translated to solving existing and future issues of resilience for Surfside.**

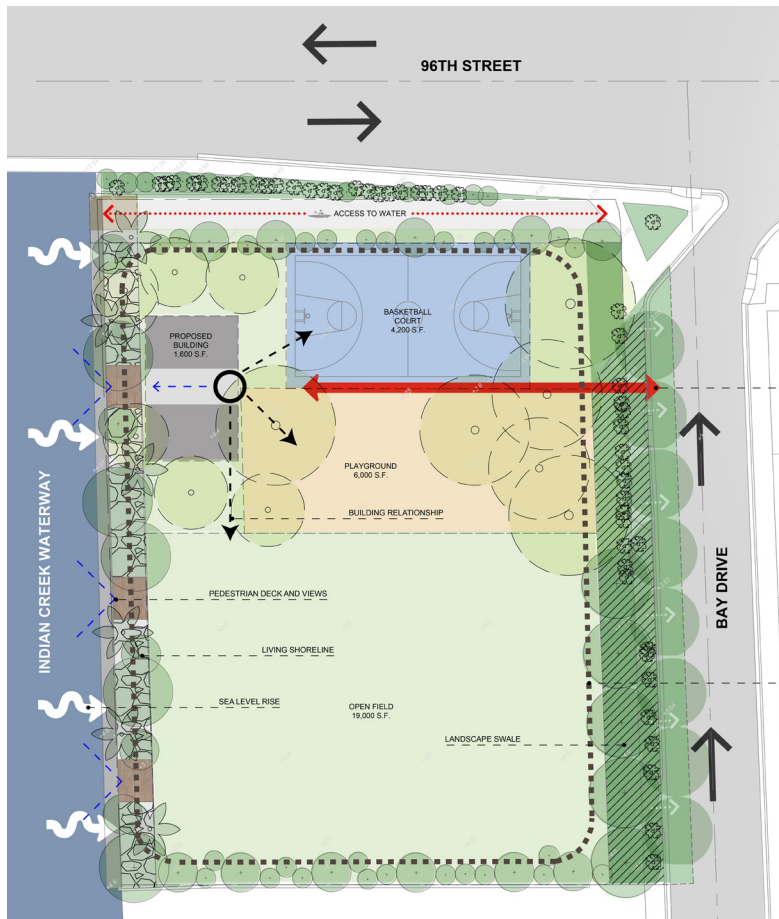


## SITE PLAN 2 - Building at Bay Drive

- Park activities and the elevated building are moved toward the streetscape to maximize open space and enhance the park's entrance and identity on Bay Drive.
- A plaza in front of the building allows for a safe drop-off area, since limited parking is available on the street.
- Playgrounds and Basketball court will be also placed along Bay Drive. A green buffer at the park's streetscape gives space between the street and park.
- This site plan creates a completely "green" waterfront edge, allowing for a more natural and lush shoreline, as well as a shaded green area in the northwest corner of the park, an experience currently lacking. This living shoreline edge gives pedestrian access to the water. Planting will be added to buffer the park thus diminishing the need for a high fence. Field will be oriented north-south.
- CPTED principles are implemented here as well, with the park building offering views to every corner of the park. The elevated park building also provides views out to the water.



**Our background in urban design and urban planning gives us an understanding of the importance of urban linkage for parks.** For example, Maurice A. Ferre was previously Bicentennial Park, which was literally walled-off from the street, creating a haven for drug use and homelessness. Presently the park has **multiple access points with plazas at the streetscape, promoting healthy activation of the park.** South Pointe Park suffered from the same lack of urban linkage, with only one access point at Washington Avenue. The master plan created a second connection at Ocean Drive, which has **made a huge difference in connecting it to the urban context and to the people.** Additionally, **park use and perception increases and is improved by a welcoming street-front presence.** We propose this approach for 96th Street Park with an enhanced streetscape, reduced chain-link fencing and potentially a park plaza and drop-off area.



### SITE PLAN 3 - Building at the Waterfront

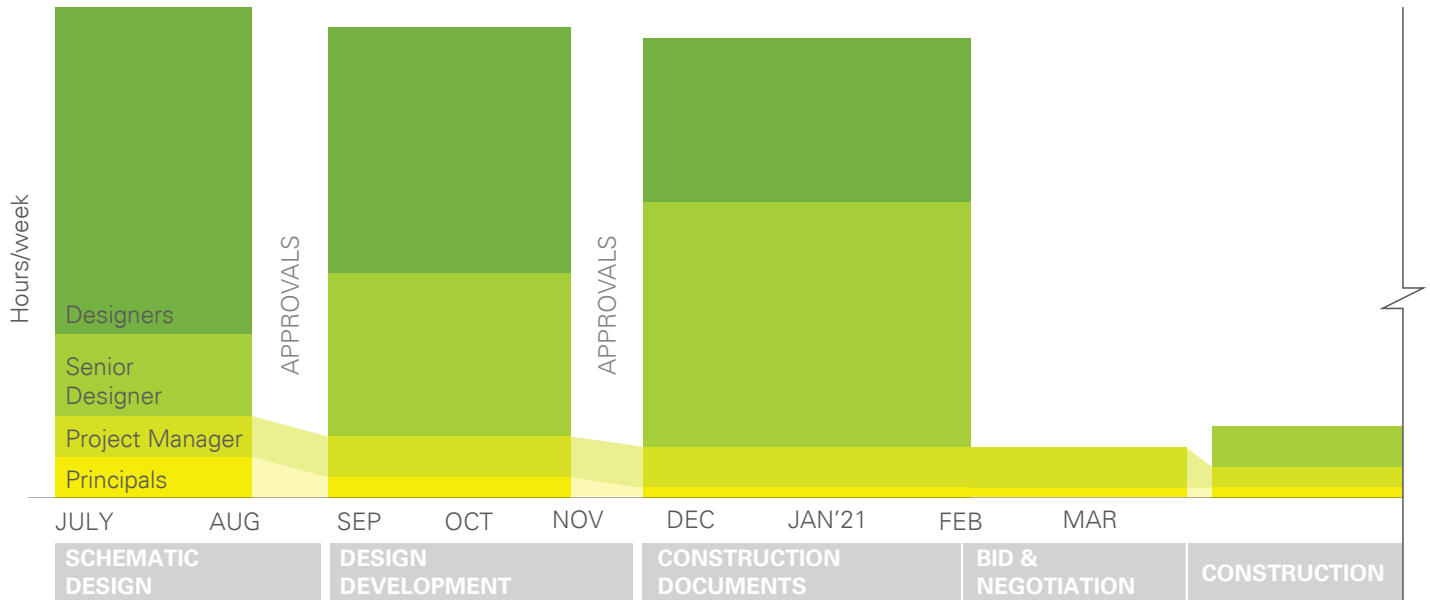
- Building is elevated, with the ground-floor to be used as a shaded pavilion area and the second floor is where the park facilities are located. The building is adjacent to the water's edge, strengthening the park's relationship to the waterfront and improving program opportunities
- CPTED principles are implemented with building location, with sight lines to every area of the park.
- Basketball court and Playground area generally remains in its existing location, taking advantage of the existing tree canopy.
- Moving the park activities a few feet to the south to create a kayak/paddle board launch access in the north edge of the park.
- "Living shoreline edge" at the waterfront gives pedestrian access to the water. Planting will be added to buffer the park thus diminishing the need for a high fence.



Based on our previous experience for Maurice A. Ferre Park and South Pointe Park, one of the most effective ways to activate a waterfront park is to create a significant connection to the water. The Baywalk at Maurice A Ferre Park and the Cutwalk at South Pointe Park are promenades that allow people to get close to the water and provide a pedestrian path with seating under the shade of coastal hammock trees. **This access forges an important connection between human activity and nature, promoting stewardship for our natural assets, and contributing to placemaking.** It also provides an opportunity for people who do not live on waterfront property to gain access to the water in a unique way that is different from the beach. This park provides an opportunity to create that experience for the Surfside community, and based on our previous experience, we have the design expertise to make it successful and safe.

## METHODOLOGY & PROPOSED SCHEDULE

To date, SMDS and team has an exemplary record of meeting project schedules and deadlines for public sector projects, including fast-tracking and picking up a project after an unexpected interruption. Generally, we envision the process as follows, but the schedule is flexible and can be modified given the needs and desires of the Town:



### WEEK 1 - RESEARCH AND ANALYSIS

Research all previous studies, reports, and scientific findings, relevant to this project, as well as codes:

- Town of Surfside Sustainability & Resiliency Goals as detailed in the Climate Crisis Report and Action Plan
- Florida Building Code, Town of Surfside Charter and Code, MDC Codes as applicable: RER, FDEP

### WEEK 2 - PROJECT KICK-OFF MEETING

Meet with relevant Town of Surfside departments and committees, stakeholders and community representatives designated to address park design, park program, infrastructure, safety, and sea-level rise.

### WEEK 3 - SITE ANALYSIS

Our design process begins with a comprehensive understanding of existing conditions (from physical to cultural), including site opportunities and constraints:

- Park program, community use and urban context
- Conduct detailed survey of the project site, aboveground and underground utilities
- Geotechnical analysis – for structural capacity, soil analysis, water table, etc
- Environmental Study – land/marine resources, tree survey and report, soil contamination if any
- Structural analysis – Seawall, existing buildings and structures
- Based on our meeting with the Town and our site analysis, we will evaluate existing conditions, existing program and activities, building and park facilities locations, and opportunities for resiliency interventions.

### WEEK 4 - COMMUNITY OUTREACH WORKSHOP 1

- Introduce the park's mission and goals, developed in collaboration with the Town.
- Present findings from site analysis, opportunities and constraints.
- Collect data from community about needs and desires for park programming and accessibility at a community workshop using image boards and stickers for people to "vote" for their most desired park improvements.

## **WEEK 5 - PARK ALTERNATE DESIGN STRATEGIES**

- Prepare alternative designs that are based on the analyses and recommendations from the Town and Community Workshop, cost estimates included
- Town staff meeting to select up to two plans to present at the second Community Workshop

## **WEEK 6 - COMMUNITY OUTREACH WORKSHOP 2**

- Present two alternate Site Plans pre-approved by the Town, community votes on their preferred site plan

## **WEEK 7 - PRELIMINARY PARK MASTER PLAN**

- Prepare the preliminary park master plan design based on the analyses and recommendations from Community Outreach Workshops and Town Staff Meetings
- Present master plan at Town staff meeting to collect final input from all relevant Town departments
- Opportunity for a community event at the park to celebrate community input and the final stages of design

## **WEEK 8 - FINAL MASTER PLAN**

- Based on Town input, the team will finalize the park master plan and preliminary cost estimate
- Present final master plan to the Town, relevant departments and Commission for final approval

## **WEEKS 9 – 19 - DESIGN DEVELOPMENT**

- Meetings with Town and relevant departments to continue developing site plan, details and begin drafting park design on AutoCAD
- Submit to Town at 30%, 60%, 90% and 100% before beginning CD phase

## **WEEKS 20 - 32 - CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, BIDDING AND PERMITTING**

- Prepare CAD generated documents and submit to Town at 30%, 60% and 90% which will include: Existing conditions and demolition plans, civil/site layout plans, grading plans, utility plans, lighting plans, architectural plans, landscape architectural plans including planting, irrigation and site furniture and all details necessary to build and permit the project.
- Prepare specifications and bid documents
- Prepare opinions of costs
- Attend pre-bid meetings
- Respond to requests for clarifications
- Prepare responses to questions listed in construction addenda

## **TO BEGIN AT DIRECTIVE OF TOWN - CONSTRUCTION PHASE**

- Perform construction administration services during construction, including monthly site visits
- Prepare Preliminary and Final Punch Lists

## CURRENT WORKLOAD

SMDS has the available resources to dedicate to this park project and the capacity to begin immediately.

Project Name, Role	Owner/Client	Design Stage	Est. Completion Date	Contact Person	Key Personnel Involved
West Avenue Streetscape Improvements Phase IV (Miami Beach), sub-consultant	City of Miami Beach/CES Consultants (Prime)	60% CD	2021	David Hoot (CES): 305.827.2220 X2102	Barry Miller Xiaoyuan Du
Bayshore Park (Miami Beach), Prime	City of Miami Beach	90% CD	2021	Mina Samadi: (305) 673-7071 ext 2581	Barry Miller Adriana Savino Kelly Hitzing
1515 Flagler (West Palm Beach), sub-consultant	Great Gulf	90% CD	2021	Aaron Knight: (416) 774-2127	Barry Miller Patricia Matamoros
SoBu Flats Hotel (Atlanta), sub-consultant	Portman Holdings	60% SD	2020	Reid Scott: (404) 614-5267	Barry Miller Adriana Savino Xiaoyuan Du
Essex Hotel (Miami Beach), sub-consultant	STA Architectural Group	80% CD	2021	Todd Tragash: (305) 571-1811 ext. 204	Barry Miller Patricia Matamoros
Akara Mixed-use (Miami), sub-consultant	Akara Partners	30% CD	2021	Jimmy Sinis: (305) 482-8770	Barry Miller Jose Fonseca
River Landing (Miami), sub-consultant	UrbanX Co	CA	2019	Andrew Hellinger: (305) 442 3108	Barry Miller Xiaoyuan Du
Gwen Cherry Playground (Miami), Prime	Miami-Dade County PROS	100% CD	2020	Hongbum Yun: (305) 755-7922	Barry Miller Patricia Matamoros
La Tropical (Miami), sub-consultant	The Padron Group	CA	2020	James Padron: (786) 268-4344	Barry Miller Xiaoyuan Du
Sunrise Park (Hallandale Beach), Prime	City of Hallandale Beach	80% CD	2021	Fernando Paiva: (954) 457-1393	Barry Miller Adriana Savino Kelly Hitzing
The Barnacle - Phase 1 (Miami), Prime	State of Florida	100% DD	2020	Alyn Pruett: (305) 302-3283	Barry Miller Patricia Matamoros

# TAB 2

Company Qualifications /  
Project Experience

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## ABOUT SAVINO & MILLER DESIGN STUDIO



Savino & Miller Design Studio is an award-winning firm that began in 1985 with the partnership of Adriana Savino and Barry Miller as a collaborative approach between architecture and landscape architecture in the creation of outdoor spaces. Drawing upon their passion for design in the public realm, Barry and Adriana fused their diverse professional backgrounds in Landscape Architecture, Urban Design, Architecture, and Regional Planning, incorporating Savino & Miller Design Studio in 1993.

They have since successfully brought numerous public sector projects to fruition, including parks, streetscapes, urban design guidelines, master plans, and site and community planning. Their multi-faceted education and experience gives them a broad perspective. This interdisciplinary “range” provides their clients with informed design alternatives and creative problem-solving. Their studio’s work is essentially holistic and collaborative, with a focus on resiliency, ecological stewardship, a clear understanding of the pragmatic, and a creative, “outside-the-box” approach.

SMDS’ mission is to improve the quality of life through design and understanding of the interaction of the urban with the natural world. As shapers of the spatial environment, the hope is to create meaningful experiences and joy in our shared communal lives and private moments of solitude, as we interact with spaces. The focus is to design spaces that reflect their location, intention and desire of those who will use them for years to come.

After almost three decades of working in the region, SMDS has a comprehensive understanding of South Florida’s natural, human and cultural ecology, and the challenges of climate change, resiliency and adaptation impacting the area. These challenges require a thorough understanding of the regulatory environment, latest technologies and strategies, and demand a flexible and multidisciplinary approach to create the most effective solutions. As important is the role that the community and stakeholders play on public projects; consensus-building is key to a project’s success.

SMDS has designed award-winning parks, including Maurice A. Ferré Park in Downtown Miami and South Pointe Park in Miami Beach, demonstrating the firm’s abilities to effectively meet the project’s goals, while addressing the needs and desires of the community, and building resiliency at the shoreline and on land.

The studio is located in North Miami, a short distance from Surfside and has previous experience with the Town as the landscape architecture firm contracted for the Surfside Community Center.

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**Office Location:** 12345 NE 6th Avenue, North Miami, Florida 33161

**Project team location:** Various cities within Miami-Dade and Broward County

**Corporate structure:** S-Corporation. The firm nurtures a highly collaborative environment led by two principals and supported by a team of five design associates

**Ownership interest:** Adriana Savino is 60% owner and Barry Miller is 40% owner

**Length of existence:** 27 years, since April 1993

## CLIENT LIST

- **City of Miami Beach**  
Bayshore Park, April 2016 - present
- **City of Hallandale Beach**  
Sunrise Park, April 2018 - present
- **City of Coral Gables**  
Gables Station Dog Park, March 2019 - present
- **City of Miami**  
Maurice A. Ferré Park, January 2012 - December 2018
- **Miami DDA**  
Miami Baywalk & Riverwalk Design Guidelines, January 2018 - July 2019
- **The Barnacle Historic Society**  
The Barnacle, December 2018 - present
- **Stantec**  
Akara Kenect, January 2019 - present  
1515 Flagler, January 2018 - present  
Midtown 29, June 2014 - June 2018
- **The Padron Group**  
Wynwood Brewery, March 2018 - present
- **CES Consulting**  
West Avenue, July 2017 - present
- **Gurri Matute**  
Greynolds Park, November 2014 - March 2019
- **Rene Gonzalez Architects**  
Louver House, April 2014 - December 2017
- **Miami-Dade County Parks**  
Gwen Cherry Park Playground, September 2019 - present
- **Hellinger Group**  
River Landing, June 2017 - present
- **Douglas Wood & Associates**  
Muss Park, December 2015 - March 2017
- **STA Architectural Group**  
Essex Hotel, June 2019 - present  
800 Lincoln Road, October 2018 - January 2020

# MAURICE A. FERRÉ PARK - 2015 FL ASLA AWARD OF MERIT

Miami, FL



Maurice A. Ferré (fka Museum Park) is located on the site of the former “Bicentennial Park” that essentially isolated a portion of the Downtown Miami urban fabric from its waterfront. Approximately twenty acres in size, the park sits at the terminus of Government Cut, the City’s waterway axis from the Atlantic Ocean. This open space is one of the rare opportunities to publicly access the waterfront in Miami. The park, conceived together with the proposed Perez Art Miami Museum and the Phillip and Patricia Frost Science Museum, has become popular for residents and tourists alike, serving the booming urban district adjacent to the park space, and museum visitors. Phase I is part of the original Master Plan concept, at a price of \$45 million. In 2010, the recession forced the City to temporarily abandon the project. In 2011-12, as the recession came to a close, the City decided to begin a scaled-down version of the original park as a first step towards eventually realizing the original Park’s design intent.

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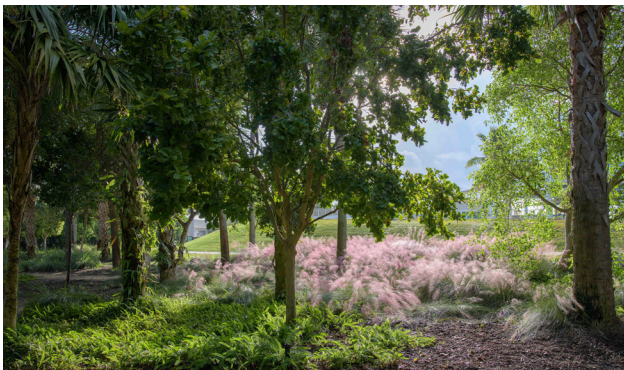
**Client:** City of Miami

**Contact:** John De Pazos, Senior Project Manager, CITP Office, City of Miami  
Miami Riverside Center, 444 SW 2nd Avenue, 8th Floor, Miami, FL 33130  
305.416.1094, [jdepazos@miamigov.com](mailto:jdepazos@miamigov.com)

**Year Completed:** 2019

**Construction Cost:** \$10M actual and estimated

Miami Beach, FL



South Pointe Park is designed as a dramatic, ecologically sensitive park at the south end of Miami Beach. The design is programmed to accommodate both active and passive recreation, with play fields, dune and hammock zones, a playground, and a 20 ft. wide baywalk. An important goal in the Master Plan process was to integrate the park into the urban fabric of the city by strengthening and improving the two major street axes which penetrate the park space. SMDS provided consultation for Master Site Planning, paving materials and site furniture selection, and was the primary landscape architect for the park's planting and irrigation improvements. The fast-track design process began with Master Planning in April 2005, and was completed in March 2009.

*Client: City of Miami Beach*

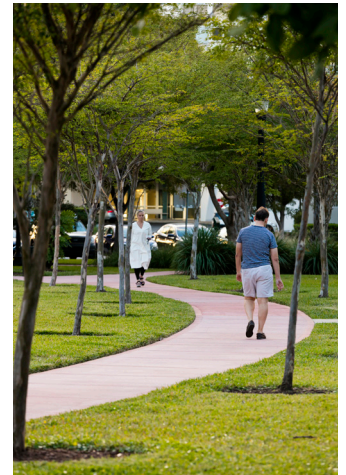
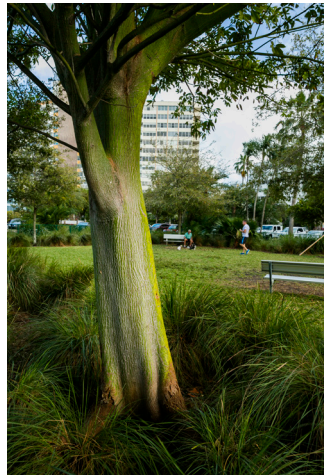
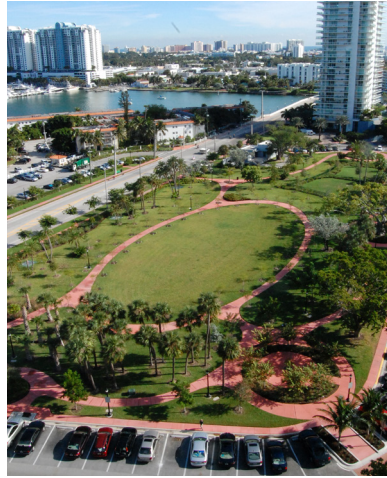
*Contact: David Martinez, Office of Capital Improvement Projects, 1700 Convention Center Drive, Miami Beach, FL 33139 // 305.673.7071, DavidMartinez@miamibeachfl.gov*

*Year Completed: 2009*

*Construction Cost: \$20M actual and estimated*

# BELLE ISLE PARK

Miami Beach, FL



Belle Isle Park, located on the only natural island of the Venetian Islands between Miami and Miami Beach, is a major open space surrounded on three sides by high-density condominium buildings, and Venetian Causeway to the north. The space offered no walkways or large open spaces for play, but was mostly used by residents to walk the dogs. SMDS was asked to create a plan to attract more residents to use the park, and responded with a plan which provided for a range of recreational opportunities. A large elliptical open space formed by a walkway, coupled with a “Bark Park” and numerous small paved seating areas – located by each of the park entry/ street crosswalks – allows for both passive and active play activities. Numerous existing trees and palms were preserved or transplanted to create and define the park’s spaces.

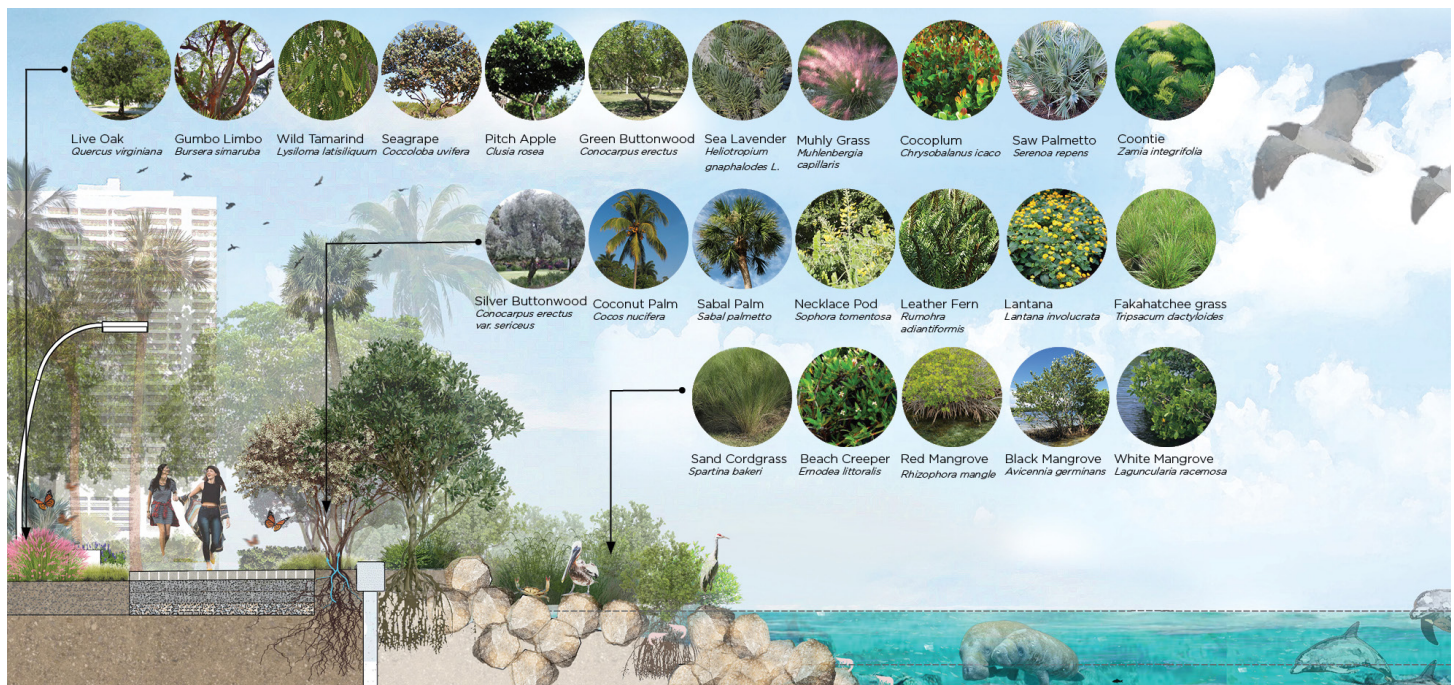
**Client:** City of Miami Beach

**Contact:** Carla Dixon, Capital Project Coordinator, Capital Improvements Projects Office, City of Miami Beach  
1700 Convention Center Drive, Miami Beach, FL 33139 // 305-673-7071, carladixon@miamibeachfl.gov

**Year Completed:** 2008

**Construction Cost:** \$450,000 actual and estimated

Miami, FL



The Guidelines re-imagine the 25 foot-wide waterfront easement through a menu of design elements and linkages to provide a continuous waterfront experience, as well as spatial strategies adaptive to future development.

The Miami Baywalk & Riverwalk Design Guidelines were conceived to transform approximately five miles of publicly accessible waterfront into a vibrant, resilient, and connected Baywalk & Riverwalk. This open space corridor is a critical investment that will improve public amenities and increase waterfront resiliency. A comprehensive analysis and public outreach process led to the creation of a family of unifying design elements that adopt the latest approach in resiliency/adaptation strategies.

**Client:** Miami Downtown Development Authority

**Contact:** Neal Schafers, Senior Manager, Miami DDA, 200 S Biscayne Blvd. Suite 2929, Miami, FL 33131  
305-379-6566, schafers@miamidda.com

**Year Guidelines Completed:** 2020

**Construction Cost:** \$25M estimated

Miami Beach, FL



This 19-acre park in the middle of Miami Beach is the site of a former PAR 3 golf course. Currently in the final design stages, this park will not only be a place for recreation, but also stormwater management by using the central lake as stormwater retention for the neighborhood’s watershed.

The Park Master Plan recognizes the City’s critical issues of climate change and sea level rise, while meeting the recreational needs for all community members. Miami Beach is presently addressing sea level rise by elevating roads and pumping stormwater run-off back into the bay, often exacerbating pollution levels and harming sea grass beds. An upcoming City streetscape project proposes to elevate the streets in the neighborhood surrounding this park site. Our team suggested planning both the park and streetscape projects in collaboration that will serve as a neighborhood “resiliency model”. The design proposes to use the park’s lake as stormwater retention for the neighborhood’s watershed, thereby reducing demand on the island’s “gray” infrastructure while improving water quality through natural filtration. The lake will also contribute to habitat biodiversity within the urban environment.

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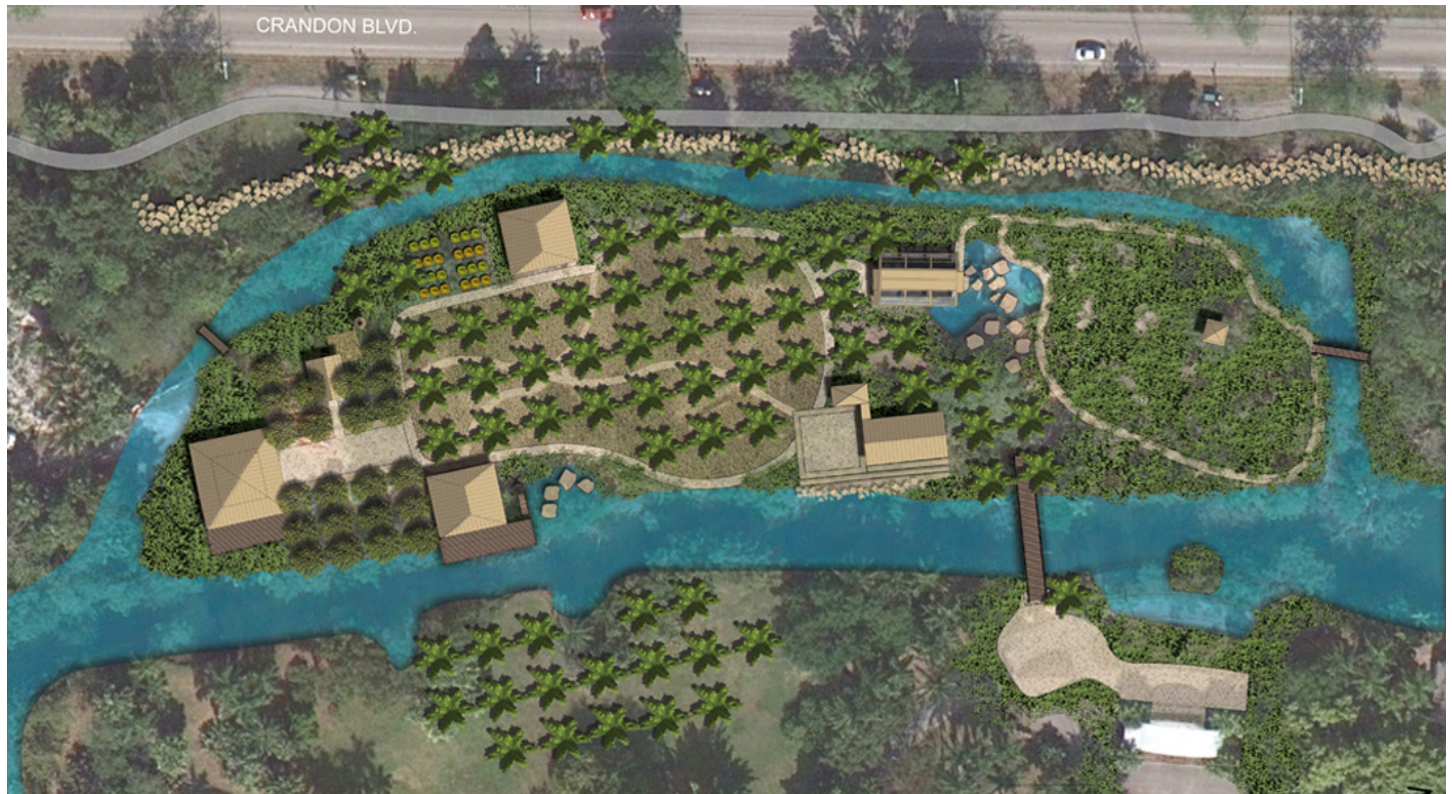
**Client:** City of Miami Beach

**Contact:** David Martinez, Office of Capital Improvement Projects, 1700 Convention Center Drive, Miami Beach, FL 33139 // 305.673.7071, DavidMartinez@miamibeachfl.gov

**Year Completed:** In progress

**Construction Cost:** \$11M estimated

Key Biscayne, FL



Matheson Plantation Village is envisioned as a destination site to be enjoyed today and by future generations. It is to be a place that provides a natural, historic, rich, cultural and educational experience reflecting the values and legacy of the Matheson family who donated the land in 1940.

It is designed to be a sustainable village that respects the natural environment and encourages visitors to interact with, and learn about native flora and fauna, as well as local construction and production methods. This design concept reinforces what the Matheson family established long ago.

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*Client: Miami-Dade County Parks, Recreation & Open Spaces*

*Contact: Alissa Turtleaub, Senior Planner, Miami-Dade County Parks, Recreation & Open Spaces  
alissa@miamidade.gov, 305-755-7952*

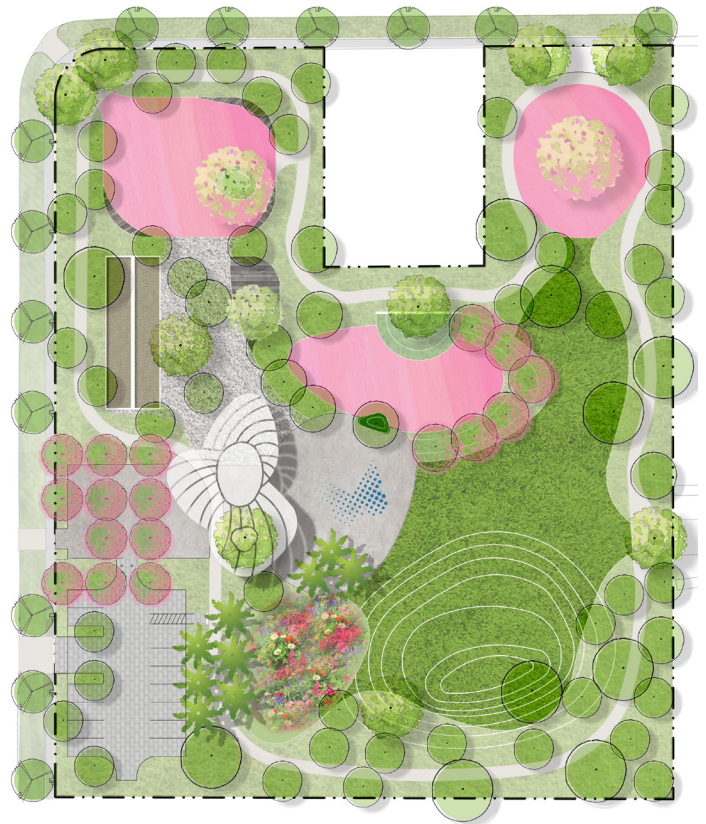
*Year Master Plan Completed: 2013*

*Construction Cost: N/A*



## SUNRISE PARK

Hallandale Beach, FL



Sunrise Park sits at a half-acre in a residential neighborhood of Hallandale Beach. The park program was developed with community input through various outreach sessions and includes a playground, vita course, game plaza, open lawn, butterfly garden, berm and bathroom facility. The landscape design was inspired by the coontie butterfly, a native of the area. This is reflected in the architectural shape of the bathroom facility and shade structures. Additionally, the color pink was chosen in conjunction with the City for the identity of the park and this is reinforced in the planting palette and the play surface.

**Client:** City of Hallandale Beach

**Contact:** Fernando Paiva, Capital Improvements, 400 S. Federal Highway, Hallandale Beach, FL 33009

**Year Completed:** In progress

**Construction Cost:** \$3.2M estimated

# GATEWAY PARK

Sunny Isles Beach, FL



Sunny Isles Beach Park/Garage is a park designed as a new community green space, ideally located at one of the major gateways to the City. Established as a joint venture between developer (who has significant condominium holdings adjacent to the park) and the City, the park provides diverse recreational activities and allows for programming large community events like concerts, games, etc. A small courtyard is located adjacent to a planned cafe, along with a waterfall, water play area and playground.

**Client:** City of Sunny Isles Beach

**Contact:** Susan Simpson, Assistant City Manager, 18070 Collins Avenue Sunny Isles Beach, FL 33160  
305.792.1701 SSimpson@sibfl.net

**Year Completed:** 2013

**Construction Cost:** \$2M actual and estimated

# GWEN CHERRY PLAYGROUND

Miami, FL



The inspiration for this playscape is the celebration of the site's natural history by showcasing the rich diversity of the Pinelands, the benefits of play, the fostering of childhood curiosity of the natural world, and the utility of sustainable materials.

As part of Miami-Dade County's initiative to adopt nature-based playgrounds for its parks, SMDS designed a play area inspired by the Florida native Slash Pine and its natural environment. The selected play equipment has organic forms and colors that blend in with the landscape. Natural elements such as cypress logs will also be utilized for play. The landscaping is a reinterpretation of the Slash Pine's natural habitat, with native palms, grasses, large shade trees and pollinator attracting flowers. The new playground has also been relocated to a more favorable location where families will be able to access the playground with greater ease.

The mission for this playground design was to create a neighborhood playground that promotes social equity and ecological awareness while serving as a model of sustainability and universal design.

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**Client:** Miami-Dade County Parks, Recreation & Open Spaces

**Contact:** Hong Yun, Landscape Architect, 275 N.W. 2nd Street, Miami, Florida, 33128  
305.755.7922, Hongbum.Yun@miamidade.gov

**Year Completed:** In progress

**Construction Cost:** \$250,000 estimated

# JEWISH COMMUNITY CENTER

Miami Beach, FL



The JCC, Jewish Community Center, in Miami Beach was conceived to be an indoor-outdoor recreation facility. Our task was to do a landscape master plan for the whole site/facility that included a parking lot, an entry plaza, soccer field and outdoor swimming pool and water facilities. The concept was to provide create smooth transitions from interior to exterior shade and sun activities, and from the parking lot the building. The landscape plan and site lighting complemented the architecture and responded to the uses of each area.

**Client:** STA Architectural Group

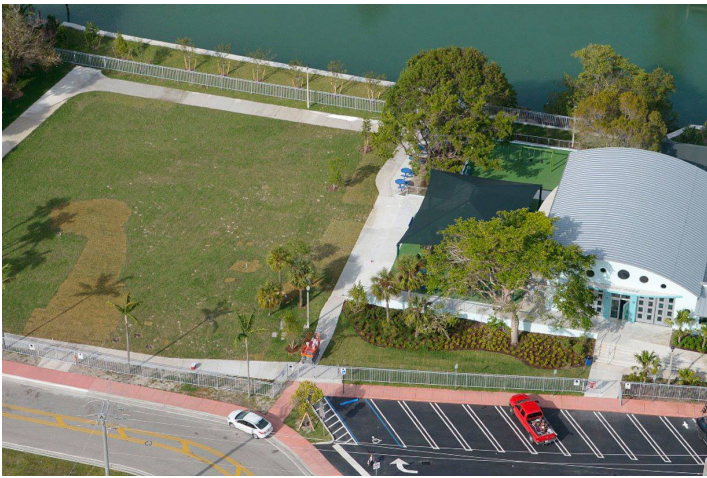
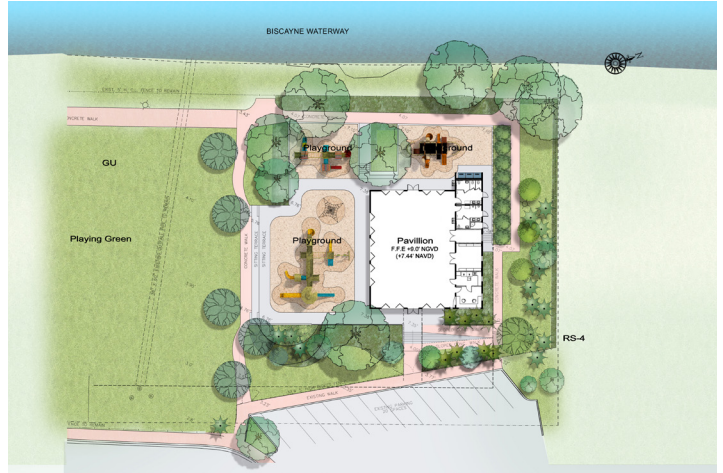
**Contact:** Todd Tragash, Principal, 3526 North Miami Avenue, Miami FL, 33127  
305-571-1811, [Todd@staarchitecturalgroup.com](mailto:Todd@staarchitecturalgroup.com)

**Year Completed:** 2012

**Construction Cost:** \$11M estimated

# MUSS PARK

Miami Beach, FL



Neighborhood park in Miami Beach addressing concerns of sea level rise by elevating the park. Park features include community center, playground and open play field. Savino & Miller Design Studio was the lead landscape architect on the project. The planting was mostly salt-tolerant native species, including shade trees, requiring minimal maintenance.

**Client:** City of Miami Beach (Douglas Wood & Associates was Prime Consultant)

**Contact:** David Martinez, Office of Capital Improvement Projects, City of Miami Beach  
1700 Convention Center Drive, Miami Beach, FL 33139  
305.673.7071, DavidMartinez@miamibeachfl.gov

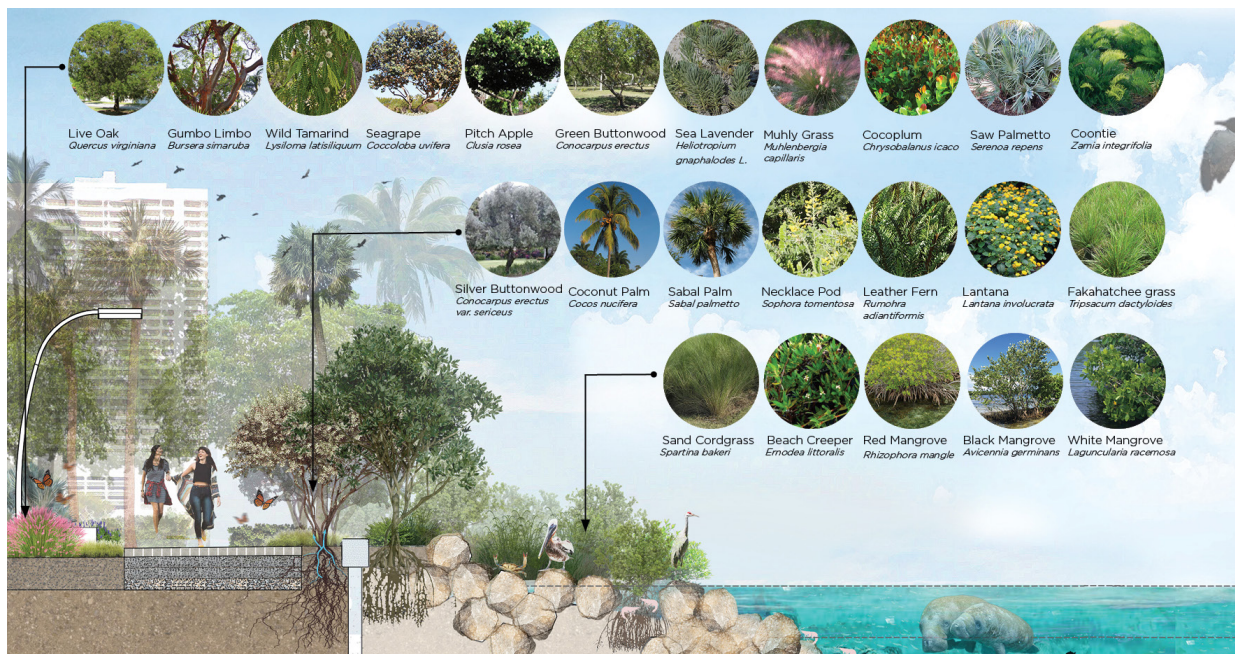
**Year Completed:** 2018

**Construction Cost:** \$2.6M actual and estimated

# TAB 3

## Incorporation of Resiliency Elements

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## INCORPORATION OF RESILIENCY ELEMENTS

The SMDS design team is committed to improving urban resilience in the Town of Surfside; we believe that growing community resilience is a key component to a healthy and lasting future in Surfside. The 96th Street Park project could as a Resiliency Model for the Town of Surfside and will be an exemplary of the collaborative process needed to implement the developing resilient agenda found in the Town's Climate Crisis Report and Action Plan.

As identified in the Action Plan's strategic next steps, our design process will evaluate and address the stated goals and objectives: identify vulnerabilities specific to site and place, disaster response preparation, and improved public health. Ecological and spatial vulnerabilities are assessed in this proposal through the development of our resilient strategies, which incorporate built, green and natural infrastructure, as well as sustainable lighting and materials.

This project presents an excellent opportunity to apply the team experience in systems approach in green infrastructure to develop long term sustainable solutions. This includes assist with water management and water storage to help the Town to cope with heavy rainfall, salt-water intrusion and sea-level rise. Additionally, inherent flexibility in the recreation center's space planning will allow the adaptation of the site and building to assist in disaster response. Every aspect of the project's design from material selection, walkability and accessibility to augmenting the community's engagement with water will address improving public health, sustainability, resiliency and sea-level rise adaptation. In that sense the team will:

- Explore raising the elevation of the park, raising the seawall, using rip-rap and a living shoreline to reduce impacts from sea-level rise, flooding and salt-water intrusion.
- If seawall is raised, consider adding life to its surface by using Eco Concrete or equivalent, increasing shoreline protection and water quality.
- Creating bioswales/rain gardens at streetscape side of park to improve stormwater drainage.
- Explore re-purposing existing park buildings or structures.
- Use of locally manufactured materials with recycled content. All materials will be prioritized on their cradle-to-cradle value, in terms of pre- and post-recycling content and potential. Simplicity, ease of maintenance/repair, and "replace-ability" will all be key factors in the design and selection of all furnishings and materials.
- Raise the recreation building up to minimum of nine feet NGVD (Flood 8'+ 1' NGVD). Consider blue-green strategies such as water collection or a green roof, and solar panels on building roof.
- Architecture design of recreation building can be designed to allow for use as a disaster response center.
- Enable the conservation of energy and water by creating, for example, on-site irrigation water storage, slow-emitting/low-trajectory irrigation heads, mulching, and using LED or solar lighting.
- Use of salt-tolerant, wind-tolerant, drought-tolerant (xeriscape) low fertilizer requirement native plants and shade trees to reduce maintenance, urban heat island effect and create a more pleasant park experience.
- Reduce impervious areas, increase pervious space with mulch, groundcover and pervious paving.
- Improve accessibility, increase walkability and bike friendliness both within the 96th Street Park and the town as whole by providing bicycle racks, rentable scooters, bicycle stations, and creating a more shaded park entry.
- Educate residents and visitors on climate change, environmental challenges and measures taken in response, through the community outreach process of the park design.

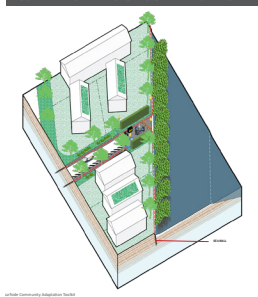
# TAB 4

## Project Team, Experience & Team Organizational Chart

# 29



**COMMUNITY ADAPTATION TOOLKIT**  
A COMPREHENSIVE APPROACH TO URBAN RESILIENCY





## SUMMARY OF TEAM QUALIFICATIONS & EXPERIENCE

The design team assembled for this project has been selected based on their local expertise, previous project experience and proven success collaborating on similar projects.

**Savino & Miller Design Studio** will lead the team as landscape architect and master planner. Barry Miller and Adriana Savino, SMDS principals, have 60 years of combined experience in open-space design and are particularly passionate about waterfront park spaces. They recognize that waterfront parks, regardless of size, offer the opportunity to create a unique recreational experience as well as incorporate resilient design principles to alleviate any existing stormwater management issues. In addition to having worked in the Surfside Community Center for the Town of Surfside, the studio has also successfully completed numerous parks throughout South Florida, including Maurice A. Ferré Park in Miami and South Pointe Park in Miami Beach, and have a nuanced understanding of the climate changes issues facing this region. Presently, the firm is the prime consultant for Bayshore Park, a 20-acre park set at a former golf course in Miami Beach that is designed to hold and filter stormwater to protect the neighborhood from flood events. Additionally, SMDS recently completed the Miami Baywalk & Riverwalk Design Guidelines, which proposes various configurations to create a more resilient, unified and activated waterfront. The Guidelines are set to be codified in Miami 21.

Leading the architecture for this project is **William Lane Architect**. Based in Miami for over 20 years, the firm seeks to create lively and dynamic environments by merging art and architecture. The firm is best known for its iconic Miami Beach lifeguard stations, but it is also successful in designing architectural elements for parks. For example, William Lane worked with SMDS and Hargreaves Jones on South Pointe Park where William designed the community building that integrates seamlessly with the park's landform and playground/fountain area, providing concession, restrooms and a seating area on the building's roof terrace. He also designed a park pavilion at Samson Park in Sunny Isles Beach, providing shade for the playground and picnic area. The pavilion is integrated with two other architectural elements that have bathrooms and other park amenities. Presently, William is collaborating with SMDS on Bayshore Park, Miami Beach and Sunrise Park, Hallandale Beach.

Atelier Mey is the team's **Climate Adaptation Architect**. The firm provides a range of project experience that explores place and its connection to water through the lens of ecological, cultural, social, and economic circumstance. Atelier Mey is led by Christopher and Shawna Meyer who have an existing relationship with the community of Surfside, and an intimate understanding of the current and future challenges specific to the Town of Surfside and its community through their work with the University of Miami School of Architecture LU\_Lab. Their mission with the Lab and the Town of Surfside is to analyze, strategize and envision what a comprehensive urban model is for the future of Surfside, which will culminate in the development of a comprehensive Climate Crisis document.

**Coastal Systems International** will be the team's civil engineer. The firm is known throughout Florida for delivering solutions for unique and complex projects in the coastal/waterfront environment for over 25 years. Coastal Systems has been working on projects to strengthen communities' coastal resilience efforts with both public and private clients since its inception. They bring expertise in coastal, marine and civil engineering to design resilient shoreline protection infrastructure capable of adapting to sea level rise and climate change effects. Their team possesses a unique understanding of developing and permitting solutions that provide increased protection, are financially viable and provide long-term economic benefits to the Town's residents.

SMDS and Coastal Systems International have been collaborating for the last 20 years. Most recently on Maurice A. Ferré Park, South Pointe Park, Miami Baywalk & Riverwalk Design Guidelines and presently, Bayshore Park. All other members of the team have also worked on park projects with SMDS:

**Douglas Wood & Associates, Structural Engineer:** Muss Park, Bayshore Park (Miami Beach)

**Louis J. Aguirre & Associates, MEP Engineer:** Coral Gables Bark Park (Coral Gables)

**Ardaman & Associates, Geotechnical Engineer:** Bayshore Park (Miami Beach)

**Tropical Designs of Florida, Certified Arborist:** Bayshore Park (Miami Beach)

**3TCI, Inc. Surveyor:** Bayshore Park, Gwen Cherry Park Playground (Miami)

**Ken Di Donato Inc., Irrigation:** Bayshore Park, South Pointe Park (Miami Beach), Maurice A. Ferré Park (Miami)



# savinomiller

DESIGNSTUDIO

## Landscape Architect - Prime Consultant

**Barry Miller, ASLA, PLA**  
Lead Principal

**Adriana Savino, AIA, MArch**  
Site Planner

⋮  
Xiaoyuan Du, Associate  
⋮  
Jose Fonseca, ASLA, Project Manager

⋮  
Kelly Hitzing, PLA, Associate  
⋮  
Patricia Matamoros, ASLA, Associate

### Subconsultants

**William Lane Architects**  
Lead Architect

William Lane, AIA  
Principal

**Atelier Mey**  
Climate Adaptation Architect

Shawna Meyer, AIA, Principal  
Chris Meyer, AIA, Principal

**Coastal Systems International**  
Civil Engineer

Andres Perez, PE  
Engineering Dept. Head

**Ardaman & Associates**  
Geotechnical Engineer

Evelio Horta  
Principal

**Douglas Wood & Associates**  
Structural Engineer

Douglas Wood  
Principal

**Louis J. Aguirre & Associates**  
MEP Engineer

Louis J. Aguirre  
Principal

**Tropical Designs of Florida**  
Arborist

Jeff Shimonski  
Principal

**Ken DiDonato, Inc.**  
Irrigation Engineer

Ken DiDonato  
Principal

**3TCI, Inc.**  
Surveyor

Felix Suarez  
Principal



PRIME CONSULTANT

savinomiller  
DESIGN STUDIO

**BARRY MILLER**, ALSA, PLA

Principal

Barry Miller has spent the last 30 years practicing landscape architecture with the mission of having a positive impact on the sustainability and resiliency of our built and natural environment. With award-winning projects ranging from parks, streetscapes, master plans, mixed-use developments, hospitality and residential, he has engaged in a wide range of scopes and scales, always delivering designs that are beautiful, functional and sensitive to the environmental and cultural context of the site.

Barry's work has been widely recognized at the state and international level by numerous organizations, including the Florida Chapter for the American Society of Landscape Architects, American Planning Association Gold Section and Green Roofs for Healthy Cities. Barry is a registered Landscape Architect in the State of Florida. He remains actively involved in Florida's landscape architecture programs as a juror, engaging students through site tours and lecturing widely throughout the state.

**SELECTED EXPERIENCE**

- Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL
- Museum Park, Miami, FL
- South Pointe Park, Miami, FL
- Miami Beach City Hall Center, Miami Beach, FL
- Aventura Optima, Aventura, FL
- River Landing, Miami, FL
- Homestead Bayfront Park Master Plan & Design Guidelines, Homestead, FL
- The Barnacle Resiliency Master Plan, Miami, FL
- West Avenue Streetscape, Miami Beach, FL
- Bayshore Park, Miami Beach, FL

**EDUCATION**

- Master of Urban & Regional Planning, University of Florida, 1979
- Bachelor of Landscape Architecture, University of Florida, 1985

**PROFESSIONAL QUALIFICATIONS**

Registered Landscape Architect:  
FL#LA0000866, FL

**PROFESSIONAL AFFILIATIONS**

- American Society of Landscape Architects
- Urban Land Institute

**SELECTED HONORS**

- FLASLA Award of Excellence, South Pointe Park, 2019
- FLASLA Award of Honor, PAR 3 Community Park, 2018
- FLASLA Award of Merit, Miami Beach City Hall, 2015
- FLASLA Award of Merit, Museum Park, 2015
- Green Roofs for Healthy Cities, Aventura Optima, 2015
- FLASLA Frederic B. Stresau Award, Korge Residence, 2007
- APA Gold Section Award of Excellence, Homestead Bayfront Park Master Plan & Design Guidelines



PRIME CONSULTANT

savinomiller  
DESIGN STUDIO

**ADRIANA SAVINO, AIA**

Principal

Adriana Savino is an accomplished architect and urban designer working within many scopes and mediums. From custom-designed signage, furnishing and lighting fixtures to parks, streetscapes, neighborhood master plans and residences, Adriana’s work stretches the definition of an “architect”. Regardless of scope or scale, Adriana approaches each project with the intent to reveal the uniqueness of the site. She delves into the cultural, historic, social and ecological contexts, delivering a design that is reflective of and responsive to the needs and desires of the community.

Adriana’s work has been widely recognized at the state and international level by numerous organizations, including the Florida Chapter for the American Society of Landscape Architects, American Planning Association Gold Section and Green Roofs for Healthy Cities. Adriana is a registered Architect in the State of Florida. She is actively involved in the field as an advocate for resilient, community-minded design in the public urban environment.

**SELECTED EXPERIENCE**

- Tamiami Bridge Tender House, Miami, FL
- Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL
- Matheson Plantation Village Master Plan, Key Biscayne, FL
- Washington Avenue Streetscape & Master Plan, Miami Beach, FL
- 41st Street Bridge & Master Plan, Miami Beach, FL
- Homestead Bayfront Park Master Plan & Design Guidelines, Homestead, FL
- Village of Biscayne Park Signage, Biscayne Park, FL
- The Barnacle Resiliency Master Plan, Miami, FL
- Bayshore Park, Miami Beach, FL

**EDUCATION**

- Master of Architecture with a Certificate in Urban Design, University of Pennsylvania, 1982
- Bachelor of Architecture, Universidad Central de Venezuela, 1979

**PROFESSIONAL QUALIFICATIONS**

Registered Architect:  
AR0014444, FL

**PROFESSIONAL AFFILIATIONS**

American Institute of Architects

**SELECTED HONORS**

- FLASLA Award of Excellence, South Pointe Park, 2019
- FLASLA Award of Honor, PAR 3 Community Park, 2018
- FLASLA Award of Merit, Miami Beach City Hall, 2015
- FLASLA Award of Merit, Museum Park, 2015
- FLASLA Award of Merit, Cisneros Residence, 2015
- FLASLA Award of Merit, Sanchez Garden, 2015
- Green Roofs for Healthy Cities, Aventura Optima, 2015
- FLASLA Frederic B. Stresau Award, Korge Residence, 2007
- APA Gold Section Award of Excellence, Homestead Bayfront Park Master Plan & Design Guidelines



**KELLY HITZING, PLA**

Associate

Kelly Hitzing brings a wealth of experience to Savino & Miller Design Studio, she worked at various firms throughout the country before returning to her native Florida where she completed domestic and international projects of all scales and types – from high end waterfront residential to master planning entire islands in the Caribbean.

*Master of Landscape Architecture, University of Virginia, 2012*  
*Bachelor of Fine Art, University of Tennessee, 2000*



**JOSE D. FONSECA, ALSA**

Associate

Jose has been practicing landscape architecture for the last eight years, formerly working in a directorship role at his former firm. As an associate at Savino & Miller Design Studio, Jose manages private and public projects from conceptual design to construction administration. He is particularly experienced in parks and high-end development, but has completed projects in a wide range of areas.

*Master of Landscape Architecture, Florida International University, 2011*



**XIAOYUAN DU**

Associate

Xiaoyuan Du began her career in landscape architecture at Savino & Miller Design Studio. She has quickly taken on the role of project manager and leads the design development on a number of projects, including parks, commercial buildings, high-end residential and hospitality.

*Master of Landscape Architecture, University of Arizona, 2016*  
*Bachelor of Landscape Architecture, Sichuan Fine Arts Institute, 2014*

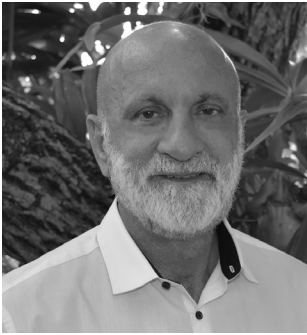


**PATRICIA MATAMOROS, ASLA**

Associate

Patricia Matamoros began her career in architecture and after a few years working in the field, made the decision to return to graduate school and study landscape architecture. She started this degree in Caracas, Venezuela and finished it in Miami, all the while interning at Savino & Miller Design Studio. Upon graduation she accepted a full-time position at the studio and has since engaged in a number of public and private projects as a project manager and design associate.

*Master of Landscape Architecture, Florida International University, 2019*  
*Bachelor of Architecture, Universidad Central de Venezuela, 2013*



## LEAD ARCHITECT

**WILLIAM LANE, AIA**

Principal



William Lane brings an interdisciplinary perspective to the studio. The diverse body of work designed by the firm include single and multiple family residences, parks, restaurants, hotels, mass transportation infill components, office buildings, retail spaces, and civic structures. The firm has been featured in several national design publications and has been awarded on three occasions for exemplary performance in design from the AIA.

William Lane's diverse body of work includes both public and private spaces with a particular attention on expressing the potential of the surreal in the city. His iconic Lifeguard Towers for the City of Miami Beach colorfully hover as individualized figures that demarcate the edge between city and ocean. Similarly, his oval antennaed multi-use pavilion at South Pointe Park on Miami Beach tucks itself into a serpentine dune evoking a sea creature's migration at the bottom of the sea. Lane's use of narrative is paired equally with an attention to expressive fabrication and detail where all components are considered within a poetic whole.

Prior to him establishing his own practice in 1990, he worked in the studio of artist Dennis Oppenheim in New York, the Office for Metropolitan Architecture (OMA) in London, and I.M. Pei and Partners in New York.

### EDUCATION

Bachelor of Architecture, The Cooper Union for the Advancement of Art and Science

Architectural Association, London, UK

New York University, School of Cinematic Studies

### PROFESSIONAL QUALIFICATIONS

Registered Architect:

NCARB Certificate No. 40,583

AR0014247, FL

AA0003666, FL

### PROFESSIONAL AFFILIATIONS

American Institute of Architects

### SELECTED HONORS

Florida/Caribbean AIA, Award of Excellence, Miami Beach Lifeguard Towers, 2017

Dade Heritage Trust Annual Preservation Award The Freehand Hotel, 2017

Florida/Caribbean AIA, Award of Excellence, South Pointe Park, 2009

AIA Honorable Mention, Award of Excellence Sunny Isles Beach Pavilion, 2004

Miami AIA, Award of Excellence, Miami Beach Lifeguard Stands, 1997

Gulf and Western Foundation, Architectural Study Grant, 1986

New York Foundation for the Arts Fellow, 1986

### SELECTED EXPERIENCE

#### **Samson Park, Sunny Isles Beach, FL:**

Park shade structures for playground and picnic area integrated with two buildings with restrooms and other visitor facilities.

#### **South Pointe Park, Miami Beach, FL:**

Park restrooms, concession and maintenance office integrated within playground/interactive fountain area and serpentine park landform.

#### **Miami Beach Lifeguard Towers, Miami Beach, FL:**

This is a series of 36 lifeguard towers that stretch along the 7 mile long City of Miami Beach ocean front.



**SAMSON PARK, SUNNY ISLES BEACH, FL**

Our design, which takes clues from the surrounding motels, is both whimsical and personable. The dominant element is a poured concrete boomerang canopy that is held afloat by steel columns that are tilted and multi-axial. Placed within this boomerang are two egg shaped openings that are open to the sky. Restrooms are found in the larger of the two elements, and concession machines and drinking fountain in the smaller one.

**SOUTH POINTE PARK, MIAMI BEACH, FL**

Inspired by earthworks from the 1970's, the landforms that define South Pointe Park provide a sculptural counterpoint to the otherwise flat terrain of Miami Beach. The hub of the park is a Bruegel like nexus of playground, theater, bridge, viewing platform, and multi-use pavilion. Influential imagery included birds' nests, sea slugs, and elements from Gaudi's Park Guell. The building has concessions, bathrooms, and a park maintenance office.

**MIAMI BEACH LIFEGUARD TOWERS, MIAMI BEACH, FL**

The design is comprised of 6 prototypes provided in 6 distinct color palettes making each tower unique. They populate the shoreline with a unique formation of fabled characters like the Moai figures on Easter Island provide an expression for the identity and culture of the region. Garbed in colorful beach wear they are giant size emojis that greet the sea and sunrise like sacred sentinels. Found within the abstract detailing of the roof lines, contours, colors and materials, is the optimistic futurism of Art Deco, the local comfort of Cracker Style, and the brightness of South Florida's tropical flora.

**SHAWNA MEYER**, AIA

Principal  
Collaborator, LU\_Lab

Professionally licensed in the states of Minnesota and Florida, Shawna has worked at international award-winning architectural practices in Minneapolis and Boston before creating her own practice that engages work across scales through transdisciplinary design teams. In 2018, Shawna was named a Grist 50 Fixer for her sustainably focused work as a practicing architect and her authorship on the climate focused Pamphlet Architecture. Shawna has co-authored essays exploring the relationship between infrastructure and architecture and was co-author with partner Christopher Meyer and Daniel Hemmendinger of Buoyant Clarity, Pamphlet Architecture 36, published in 2018 by Princeton Architectural Press.

She has been a guest critic at the College of Design in Minneapolis, Fay Jones School of Architecture in Fayetteville, Wentworth Institute of Technology in Boston and currently is a design studio lecturer at the University of Miami School of Architecture.

### EDUCATION

Bachelor of Architectural Studies, Fay Jones School of Architecture, University of Arkansas

Master of Architecture, College of Design, University of Minnesota

### PROFESSIONAL QUALIFICATIONS

Registered Architect: FL, MN

### PROFESSIONAL AFFILIATIONS

American Institute of Architects Miami  
Chair, Sea Level Rise Task-Force  
GRIST FIXERS

### ATELIER MEY SELECTED HONORS

Winner, Pamphlet Architecture 36 Competition, Buoyant Clarity, 2016  
Winner, Design Toronto Surface Tension Gallery Competition, entry: Ubiquitous Erosion  
Finalist, Contrei Live International Competition, Liminal Dialogues, 2019  
Awarded Grant Recipient, U.S. Forestry Service, Wood Innovation Grant, 2019

**CHRISTOPHER MEYER**, AIA

Principal  
Assistant Professor, U|SoA  
Director, LU\_Lab

Within his practice, Chris has established a design approach rooted in pedagogical frameworks that act as provocations to the work of Atelier Mey. Christopher earned his Master of Architecture from the Graduate School of Design at Harvard University and his professional degree from the Fay Jones School of Architecture + Design at the University of Arkansas. Professionally licensed in the states of Minnesota and Wisconsin, he has practiced in Minneapolis and Boston on award-winning projects. Christopher has authored essays on design and architecture's relationship with dynamic and evolving environmental systems and was co-author with partner Shawna Meyer and Daniel Hemmendinger of Buoyant Clarity, Pamphlet Architecture 36, published in 2018 by Princeton Architectural Press.

Christopher is presently an Assistant Professor of Architecture at the University of Miami School of Architecture and the Director of LU\_lab, a research center focusing on the evolving dialogue of urbanism and environment.

### EDUCATION

Bachelor of Architecture, Fay Jones School of Architecture, University of Arkansas

Master of Architecture, Harvard Graduate School of Design

### PROFESSIONAL QUALIFICATIONS

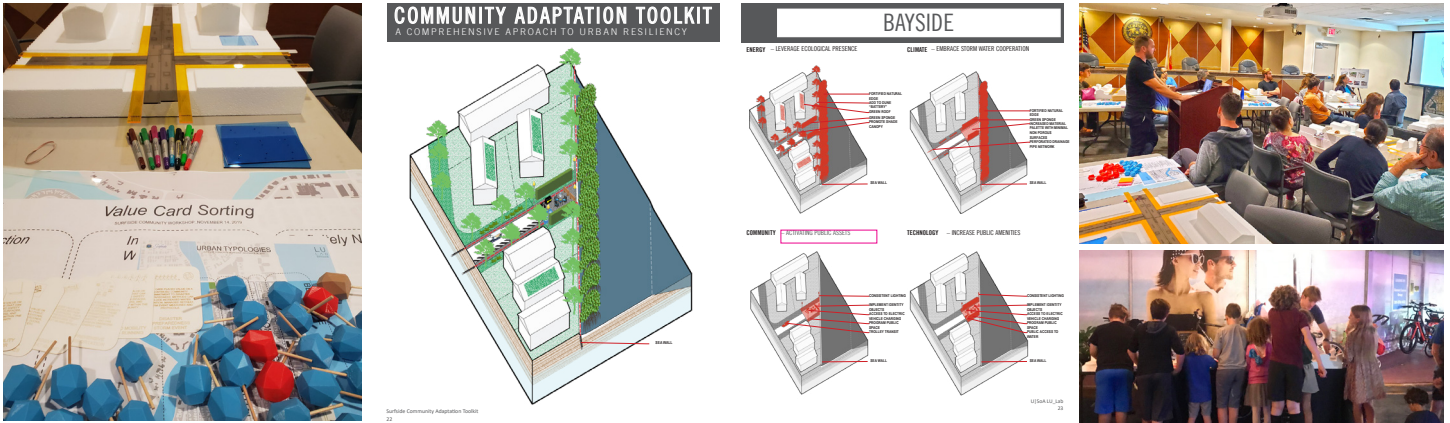
Registered Architect: WI, MN

### PROFESSIONAL AFFILIATIONS

American Institute of Architects  
Association of Collegiate Schools of Architecture

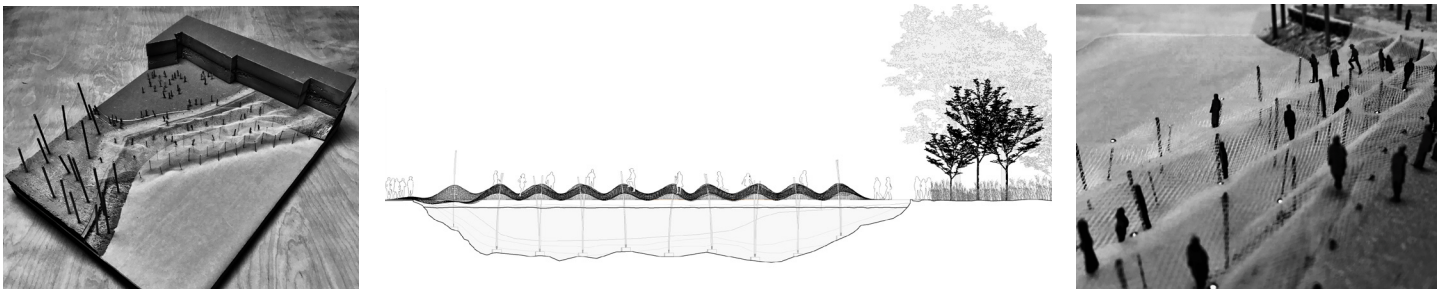


SELECTED EXPERIENCE



**TOWN OF SURFSIDE, CLIMATE ACTION PLAN + COMMUNITY ADAPTATION TOOLKIT**

The Town of Surfside has engaged the University of Miami School of Architecture LU\_Lab to analyze, strategize and envision what a comprehensive urban model is for the future of Surfside resulting in the development of a comprehensive Climate Crisis document. Led by Christopher Meyer, Assistant Professor at the School of Architecture with collaboration from Atelier Mey, via his partner Shawna Meyer, their team has engaged the Surfside community through committee presentations, formal workshops, pop-up workshops, and continued collaboration with the town administration and CGA Sustainability team.



**LIMINAL DIALOGUES, COMPETITION FINALIST CONTREI LIVE, KUURNE, BELGIUM**

The project aims to reposition the body in space to uncover perspectives which challenge the inhabitants' preconceptions of water and land. The project explores, and augments, the relationship between solidity of the ground plane [terra firma] and the fluidity of the waterscapes [aqua firma] by physically suspending the body in space above the surface of the water. The suspended inhabitation pushes and pulls the body across these boundary conditions, encouraging the occupation of two distinctly yet irrevocable bound environments.



**SURFACE TENSION GALLERY IN DESIGN TO, TORONTO: EXHIBITION, UBIQUITOUS EROSION**

The exhibition by Atelier Mey explores the presence of water in community through exposing the residual effects the brutality of water imposes on the constructed environment. The photos, absent of water, yet the ghost of wet is present; a testament to the perils of coexistence with hydrological pressures and structure.



CIVIL ENGINEER

ANDRES PEREZ, PE

Engineering Department Head



Andres Perez, P.E. Engineering Department Head of Coastal Systems International has over 20 years of civil engineering experience in Florida. He has completed the planning, design, and construction administration for site/civil projects including parks, streetscape, and Rights-of-Way.

His site/civil design experience in Florida includes the permitting of projects through agencies such as the Florida Department of Environmental Protection, South Florida Water Management District, and Florida Department of Transportation.

He has processed stormwater management designs through these agencies to obtain Environmental Resource Permits, and has demonstrated experience with coastal and waterfront projects. These projects have required extensive coordination with diverse project teams to meet the development programming goals for both public and private sector clients, and also meet the stringent regulatory permitting criteria required to manage surface water runoff.

EDUCATION

Bachelor of Science in Civil Engineering, Florida International University, Miami, Florida, 2001

PROFESSIONAL QUALIFICATIONS

Professional Engineer, FL

SELECTED EXPERIENCE

- Maurice A. Ferré Park, Miami, FL
- Miami Baywalk & Riverwalk Design Guidelines and Brand Development, Miami, FL
- South Pointe Park, Miami Beach, FL
- Rickenbacker Causeway Recreational Corridor, Key Biscayne, FL
- Maurice Gibb Memorial Park, Miami Beach, FL
- Pinetree Park, Miami Beach, FL
- Bayshore Park, Miami Beach, FL



Maurice A. Ferré Park, Miami, FL



Bayshore Park, Miami Beach, FL

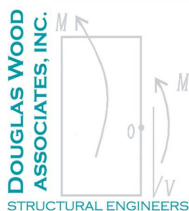


South Pointe Park, Miami Beach, FL



Maurice Gibb Memorial Park, Miami Beach, FL

## STRUCTURAL ENGINEER - DOUGLAS WOOD & ASSOCIATES



### **DOUGLAS WOOD**, PE, SECB

Principal-in-charge

Mr. Wood has four decades of experience providing structural engineering in South Florida. Mr. Wood's reputation for thoughtful consideration, creative solutions, thorough analysis, detailed design and client-responsive service is unsurpassed.

For his entire forty year career, Mr. Wood has been engineering buildings and facilities for municipalities in South Florida. Mr. Wood's work includes some of South Florida's most complex buildings, including numerous projects at the historic County-owned Vizcaya Museum & Gardens and the new Miami-Dade Fire Rescue Training Facility.

#### **SELECTED EXPERIENCE:**

Muss Park Pavilion, Miami Beach, FL  
Miami Beach Soundscape Park, Miami Beach, FL  
West End Park Community Center, Miami, FL

## MEP ENGINEER - LOUIS J. AGUIRRE & ASSOCIATES



### **LOUIS J. AGUIRRE**, PE, LEED AP

Principal-in-charge

Mr. Aguirre is founder and President of LOUIS J. AGUIRRE & ASSOCIATES, P.A. For the last 49 years, the firm has specialized in providing innovative solutions to complex designs to various facility types. Mr. Aguirre bears the overall responsibility for contractual performance, particularly with respect to the level of service and client satisfaction. As the design Principal of the firm, he has participated in the programming, design and supervision of installations and construction in numerous projects of up to \$180 million where his vast knowledge is vividly portrayed.

#### **SELECTED EXPERIENCE:**

Moore Park, Miami, FL  
Morgan Levy Park Community Center, Doral, FL  
Gibson Park, Miami, FL



## GEOTECHNICAL ENGINEER - ARDAMAN & ASSOCIATES



### **EVELIO HORTA**, PhD, PE, GE

Chief Geotechnical Engineer

Dr. Horta has over 45 years of varied experience in the field of geotechnical engineering, and has been with Ardaman for the past 27 years. Dr. Horta supervises geotechnical investigations and prepares recommendations for a wide variety of projects including low to high-rise structures, highways and bridges, embankments, dams, and public work projects. He also supervises construction monitoring and testing on similar projects.

#### **SELECTED EXPERIENCE:**

Bayshore Park, Miami Beach, FL  
Maurice Gibb Park, Miami Beach, FL  
Rest Beach Park Restoration, Key West, FL  
Sunrise Park, Hallandale Beach, FL



**TROPICAL DESIGNS**  
of Florida Inc



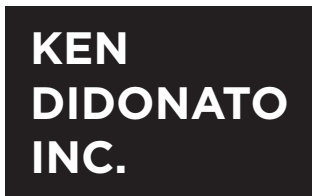
**JEFF SHIMONSKI**, ISA Certified Arborist  
President

Mr. Shimonski has over 40 years of experience in his field. He was the former Vice President of Horticulture at Parrot Jungle & Gardens. His firm provides consultant services for tropical and sustainable site development, tropical horticulture, arboriculture, animal exhibit design, development of tropical integrated pest management programs and expert witness testimony in South Florida and internationally.

**SELECTED EXPERIENCE:**

- Bayshore Park, Miami Beach, FL
- Fort Dallas, Miami, FL
- West Avenue, Miami Beach, FL
- Pinecrest Gardens, Pinecrest, FL

IRRIGATION ENGINEER - KEN DIDONATO, INC.



**KEN DIDONATO**, PE  
Principal-in-charge

Mr. DiDonato has 40 years of experience in the design and installation of irrigation systems. He has worked on projects ranging from golf courses, parks and recreational projects, institutional and commercial. He has also worked with numerous public clients such as Broward County, City of Hollywood, Metro-Dade, City of Boca Raton, Cooper City, Town of Davie, City of Hialeah, and City of Miami Beach.

**SELECTED EXPERIENCE:**

- Maurice A. Ferré Park, Miami, FL
- Bayshore Park, Miami Beach, FL
- South Pointe Park, Miami Beach, FL
- Lummas Park, Miami Beach, FL
- Flamingo Park, Miami Beach, FL

SURVEYOR - 3TCI, INC.



**FELIX E. SUAREZ, JR.**, Certified Land Surveyor  
Owner

Mr. Suarez founded 3TCI, Inc in 2009 and has since performed surveying, mapping, GPS and GIS services for many private and public clients throughout South Florida. Prior to foundign his own company, Mr. Suarez was employed by numerous other surveying companies for 12 years. He is a member of the Florida Surveying and Mapper Society.

**SELECTED EXPERIENCE:**

- Bayshore Park, Miami Beach, FL
- Gwen Cherry Park Playground, Miami, FL
- Sunrise Park, Hallandale Beach, FL
- Museum of Contemporary Art, North Miami, FL

# TAB 5

Insurance

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Sample Certificate of Professional Liability Insurance indicating existing coverage. If needed to meet Town requirements, SMDS agrees to increase coverage prior to award of contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b>  CorRisk Solutions 180 N Stetson Ave Suite 4500 Chicago, IL 60601	CONTACT NAME: Karen Bronson
	PHONE (A/C, No, Ext): 312-637-8755      FAX (A/C, No, Ext): E-MAIL ADDRESS: kbronson@corriskolutions.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> New Hampshire Insurance Company	<b>NAIC #</b> 23841
<b>INSURED</b>  Savino & Miller Design Studio, P.A. 12345 N.E. 6th Ave. Suite A North Miami Beach, FL 33161	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			<b>DOES NOT APPLY</b>			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & AND INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			<b>DOES NOT APPLY</b>			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS MADE DED      RETENTION \$			<b>DOES NOT APPLY</b>			EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)      Y/N <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		<b>DOES NOT APPLY</b>			<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability			064991019-04	01/08/20	01/08/21	Per Occurrence: \$2,000,000 Annual Aggregate: \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACCORD 101, Additional Remarks Schedule, if more space is required)**

PAR 3 Community Park

**CERTIFICATE HOLDER**

City of Miami Beach/o EXIGIS Insurance  
 Compliance Services  
 PO Box 4668-ECM #35050  
 New York, NY 10163

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

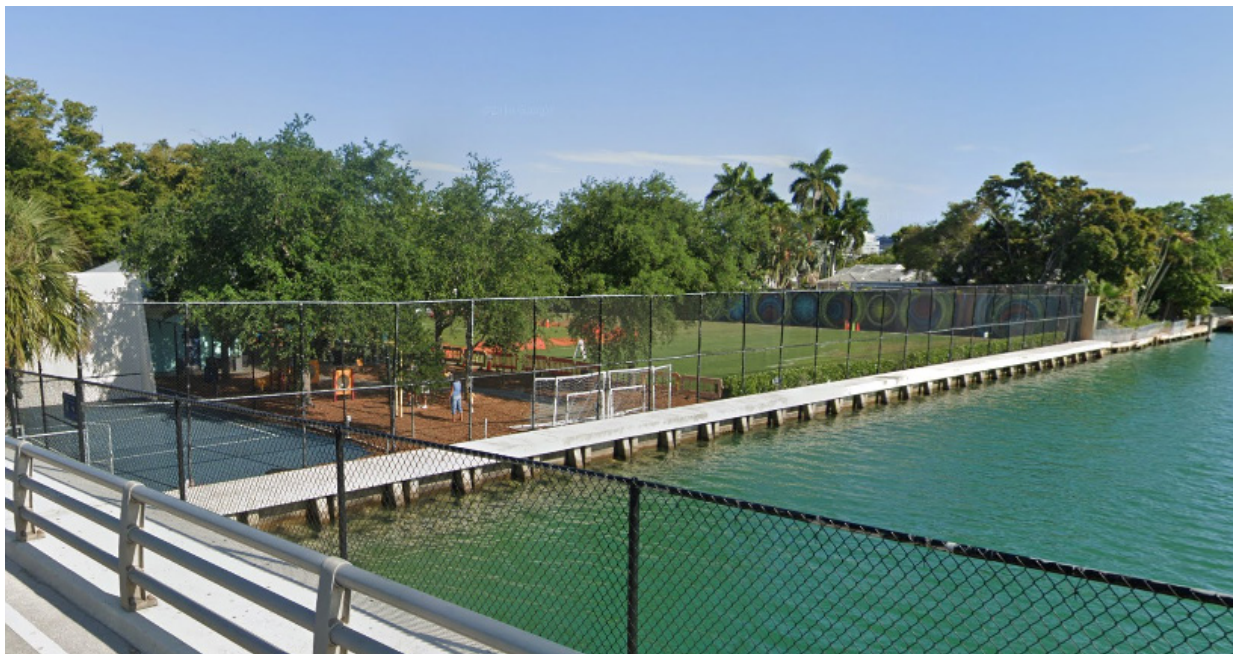
**AUTHORIZED REPRESENTATIVE**

*Ed All*

# TAB 6

Other Information

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## QUALITY CONTROL, TECHNOLOGICAL CAPABILITIES & PROJECT MANAGEMENT

Our diverse team is fluent in a range of design development and delivery methods. We have the experience and capacity to foster community engagement through workshops, the production and fabrication of physical models and 3-D illustrative drawings, as well as coordinate and lead the development of all technical drawings within the design team and design consultants

### **Quality control and assurance procedures, including timely reporting**

All our projects undergo a rigorous review process to coordinate between design disciplines, which include bi-weekly meetings and redline sessions to minimize errors and reduce overlap. Our extensive experience in working with municipal agencies has allowed us to develop an adaptive and accurate system for reviewing pay applications, change orders and RFIs.

### **Capacity to provide on-call services in a timely manner**

Savino & Miller Design Studio, being a local firm located within a 10-minute drive to the site, will be uniquely capable of handling “on-call” services in a very timely manner. Coastal Systems International is within 30 minutes from the site; William Lane based in Miami Beach is about 15 minutes from the site and Atelier May is less than 30 minutes away. We are also available to conduct conference calls and share screens using GoTo Meeting to facilitate project coordination. The team’s history of successful collaboration makes project coordination more efficient and effective as well.

### **State-of-the-Art Computer Aided design and drafting capabilities**

Our team utilizes state-of-the-art technology that enables us to serve our clients and fulfill project needs efficiently and accurately. Our staff and principals are familiar with all software programs, such as, AutoCad, LandFX, SketchUp, Lumion, InDesign, Photoshop, AfterEffects, Revit, for presentation and document production, achieving efficiency and accuracy in our plan documents. We will provide accurate cost estimates throughout the development of the project and employ a rigorous quality control process to ensure our projects follow code and permit guidelines, which facilitates construction implementation.

### **Civil Engineering Technological Capabilities**

**Coastal Modeling and Analysis:** Danish Hydraulic Institute (DHI), MIKE 21 SW for king tides, storm surge and wave height in coastal velocity zones, CHAMP for FEMA Flood Zone Modeling.

**Stormwater Drainage Design and Analysis:** SWIMM Model for pipe networks, WMS for watershed, Autodesk AutoCAD Civil 3D for drafting, surface creation and volumetric calculations of cut/fill, Combination of Excel and RC4 flood routing software for smaller sites.

**Marine Structural Design:** STADD for structural analysis, HeliCAP, Excel desktop, All-Pile, GEO5.

Collectively, the staff at CSI has been using GIS software for more than 30 years in applications such as resource mapping, property/land ownership, volumetric studies, sub-seafloor investigations, large data processing (LiDAR), Topographic and Bathymetric mapping, Photogrammetry, Thematic mapping and Statistical Analysis.

### **Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements**

The key to a successful project relies not only on the technical expertise of the team, but also on their ability to produce quality documents, which comply with all the applicable standards of safety and constructability. Our team routinely works on projects that require coordination with Florida Department of Transportation, Department of Environmental Regulatory Management, State of Florida Department of Environmental Resources, Miami-Dade County, City of Miami and other municipalities.

# TAB 7

Addenda

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All other documents, requirements, terms and conditions of the RFQ remain the same. All proposers must acknowledge receipt of this Addendum No. 1 and submit a signed copy of this form with their proposal.

**PROPOSER:**

**NAME:** Adriana Savino-Miller

**TITLE:** President

**DATE:** 3/11/20

**Addendum 2 acknowledged**

**PROPOSER:**

**NAME:** Adriana Savino-Miller

**TITLE:** President

**DATE:** 3/18/20

**Addendum 3 acknowledged**

**PROPOSER:**

**NAME:** Adriana Savino-Miller

**TITLE:** President

**DATE:** 4/17/20

# TAB 8

Previous Work

49



# SURFSIDE COMMUNITY CENTER

Surfside, FL



The Town of Surfside's oceanfront community recreation facility was commissioned to complement the proposed athletic center. An intensive public process led to an approved Site Master Plan with two separate pools to serve various user groups (swimmers, children, the elderly). The pool deck functions as an extension of the interior athletic center, with its central east-west axis retaining the view to the ocean across the site. The passive park is designed to create a seamless transition from the deck to the dunes and ocean beyond. Native/xeriscape planting and local paving materials were selected for their sustainability and ease of maintenance. The building is certified as a LEED Silver project.

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*Town Department: Parks and Recreation*

*Contract Value: \$123,500*

*Dates of Contract: 2008-2011*

*Contact: Tim Milian 305.866.3635 [tmilian@townofsurfsidefl.gov](mailto:tmilian@townofsurfsidefl.gov)*

*Role: Subconsultant*

ATTACHMENT "A"

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY  
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted

March 11 2020 to Town of Surfside

by Adriana Savino - Miller

for Savino & Miller Design Studio

whose business address is

12345 NE 6th Ave Suite A  
north Miami, FL 33161

and (if applicable) its Federal Employer Identification Number (FEIN)

65-0412661

(If the entity had no FEIN, include the Social Security Number of the individual signing  
this sworn statement:

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in

the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which one (1) of the following three (3) statements is applicable.)

X (1) Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (2) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_ (3) The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Proposer list. (Attached is a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO , WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017. FLORIDA STATUTES FOR THE





ATTACHMENT "B"

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The undersigned being first duly sworn as provided by law, deposes, and says:

1.1. This Affidavit is made with the knowledge and intent that it is to be filed with the Town of Surfside and that it will be relied upon by said Town, in any consideration which may give to and any action it may take with respect to this proposal.

1.2. The undersigned is authorized to make this Affidavit on behalf of, Savino & Miller Design Studio (Name of Corporation, Partnership, Individual, etc.)

a corporation duly organized and existing under the laws of the State of Florida which he is President (Sole Owner, Partner, President, etc.)

1.3. Neither the undersigned nor any person, firm, or corporation named in above Paragraph 1.2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this proposal by the Town, also that no head of any department or employee therein, or any officer of the Town of Surfside, Florida is directly interested therein.

1.4. This proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 1.2 has not colluded, conspired, connived or agreed directly or indirectly with any Proposer or person, firm or corporation, to put in a sham proposal, or that such person, firm or corporation, shall refrain from Proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or QUALIFICATIONS of any other Proposer; and all statements contained in the proposal or QUALIFICATIONS described above are true; and further; neither the undersigned, nor the person, firm or corporation named above in Paragraph 1.2, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

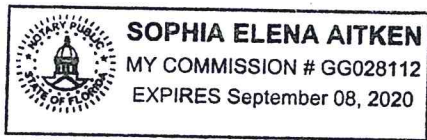
ADRIANA SAVINO MUEEN AFFIANT'S NAME

PRESIDENT AFFIANT'S TITLE

Savino & Miller Design Studio  
Name of Proposer

The foregoing Affidavit was acknowledged before me this 11<sup>th</sup> day of March, 2020, by Adriana Savino-Miller, as President of Savino & Miller Design Studio, a Florida corporation, on behalf of said corporation. He/She personally appeared before me and is personally known to me.

NOTARY SEAL



Notary: SEA  
Print Name: Sophia Elena Aitken  
Notary Public, State of Florida  
My Commission Expires: 9/8/20

ATTACHMENT "C"

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA                    }  
  }SS  
COUNTY OF MIAMI-DADE         }


I, the undersigned, hereby duly sworn, depose and say that no portion of the sum to be paid for the Services will be paid to any employees of the Town of Surfside, its elected officials, and/or its design Contractors, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: 

Title: President

Sworn and subscribed before this

11<sup>th</sup> day of March, 2020

  
Notary Public, State of Florida

Sophia Elena Aitken  
(Printed Name)

My commission expires: 9/8/20

**ATTACHMENT "D"**

**DRUG-FREE WORKPLACE**

The undersigned Proposer (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Savino & Miller- Design Studio does:  
*(Name of Company)*

- 1) Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Signature (Blue ink only)

Adriana Savino - Miller

Print Name

President

Title

3/11/20

Date

Witness my hand and official notary seal/stamp at day and year written above

STATE OF FLORIDA)

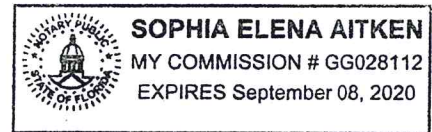
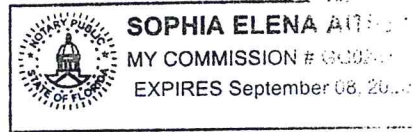
COUNTY OF MIAMI-DADE) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared as Adriana Savino-Miller of Savino & Miller Design Studio an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this day of, 2020.

11th March 2020

SEA  
Sophia Elena Aitken  
My Commission Expires: 9/8/20  
NOTARY PUBLIC





**EXHIBIT "B"**

**SCOPE OF SERVICES**

## **EXHIBIT 'B'**

### **SCOPE OF SERVICES**

The following is a detailed description of the Scope of Services provided by the Savino & Miller Design Studio, PA (SMDS) team for the Town of Surfside (Town) relative to the design, permitting, and implementation of the "96<sup>th</sup> Street Park" Project (Project). The purpose of the Project is to provide design services for the reconstruction of the 96th Street Park: create a program and design for the existing park site by developing the construction documents for this Project located at 9580 Bay Drive, Surfside, FL 33154. The Proposed improvements are described in RFP No. 2020-02. These may include preserving most of the existing program (playgrounds for children ages 2-12, a regulation size basketball court, small multipurpose soccer field), designing a new 1 or 2 story community building with bathrooms with approximately 1,600 sq. ft. and an attached shade structure if required and ensuring that improvements align with the goals of the Town's Climate Crisis Report and Action Plan. The review of new kayak launch sites, at the Park or one of two other locations previously identified by the Town, will be explored under additional services. See additional services #1 for scope and fee of town-wide kayak launch analysis. Other Project components may include: a perimeter fence, bicycle rack area, walking trail and other related activities; safety lighting, landscape, and irrigation. The park will be the recreational anchor of the residential neighborhoods on the Northwest side of the Town. The Park site is approximately one (1) Acre in size. The Town's budget for the project is \$2.5M to \$3.0M and the construction cost budget for the Project is approximately \$1.8M to \$2.3M.

### **CONSULTING SERVICES**

#### **PHASE 1: PRE-DESIGN SERVICES**

##### **Task 1.1: RESEARCH AND ANALYSIS**

Research all previous studies, reports, and scientific findings, relevant to this Project, as well as codes: Town of Surfside Sustainability & Resiliency Goals as detailed in the Climate Crisis Report and Action Plan, Florida Building Code, Town of Surfside Charter and Code, MDC Codes as applicable: RER, DEP.

##### **Task 1.2: PROJECT KICK-OFF MEETING**

SMDS project team will attend **one (1)** kick-off meeting with the appropriate Town representatives to introduce key team members to the Town staff departments and committees, stakeholders and community representatives designated to address park design, park program, infrastructure, safety, and sea-level rise and review available planning and reference documents defining the Project scope. Preliminary Project goals, schedule, budget, and quality control will also be discussed. Based on this meeting, SMDS will schedule the site reconnaissance visit.

*Deliverables: Meeting Minutes, Baseline Design Schedule, and Action Plan I Summary of Findings*

### **Task 1.3: DATA COLLECTION**

Comprehensive understanding of existing conditions (from physical to cultural), including site opportunities and constraints. SMDS' team will compile available data relating to existing conditions within the proposed Project area. This data will include existing site and surrounding properties. This data will be used to assist in the development of the Initial Conceptual Design.

- Park program, community use and urban context
- Survey: topography, vegetation.
- Conduct detailed survey of the Project site, aboveground and underground utilities
- Geotechnical analysis - Geotechnical information and subsoil characteristics for structural capacity, soil analysis, water table, etc.
- Environmental Study - lead-based paint and asbestos hazardous material survey shall be provided part of the Basic Scope of Services.
- Seawall analysis (As seawall is relatively new, if resiliency, permitting or other best practices call for modifications, that will be an Additional Service, as may be directed by the Town).

Based on our meeting with the Town and our site analysis, we will evaluate existing conditions, existing program, and activities, building and park facilities locations, and opportunities for resiliency interventions.

*Deliverables:*

- *Survey Map for the site including topographic elevations, all existing structures, property line, existing trees, existing utilities;*
- *Tree conditions report;*
- *Tree disposition plan*

### **Task 1.4: SITE RECONNAISSANCE VISIT**

The SMDS team will schedule and attend **one (1) visit**, as needed, at the Project site with Town staff to observe existing conditions, identify potential design opportunities and challenges, photograph relevant



features/areas of interest and to clarify and understand goals and objectives and to further define program, potential users, etc.

*Deliverables: Photographic Survey of Existing Conditions, findings, and minutes.*

#### **Task 1.5: COMMUNITY OUTREACH WORKSHOP 1**

- Introduce the park's mission and goals, developed in collaboration with the Town.
- Present findings from site analysis.
- Summary findings: Opportunities and constraints.
- Collect data from community about needs and desires for park programming and accessibility.

### **PHASE 2: SCHEMATIC DESIGN**

**Task 2.1 PARK ALTERNATE DESIGN STRATEGIES** Prepare (3) alternative designs that are based on the analyses and recommendations from the Town and Community Workshop.

**Task 2.2** Opinion of Probable Cost.

**Task 2.3** Town staff meeting to select up to two (2) plans to present at the second Community Workshop.

**Task 2.4** Parks and Recreation Committee Meeting. One meeting either in person or virtual.

*Deliverables: Prepare up to three plans: Concept diagram & program; Illustrative site plan; sections and elevations enough to illustrate ideas.*

#### **Task 2.5 COMMUNITY OUTREACH WORKSHOP 2**

Present two (2) alternate Site Plans pre-approved by the Town, for the community to view and provide input on their preferred site plan

*Deliverables: Power point Presentation, Meeting Minutes*

#### **Task 2.6 PRELIMINARY SCHEMATIC PLAN**

Prepare the preliminary park schematic plan based on the analyses and recommendations from Community Outreach Workshops and Town Staff Meetings. Present preliminary schematic plan at **one (1)** Town staff meeting to collect final input from all relevant Town departments.

#### **Task 2.7 FINAL SCHEMATIC PLAN (30% Design Stage)**

Based on the Project scope documents, direction provided by the Town and Community Workshops 1 & 2, the Kick-off Meeting and Site Reconnaissance visit, the SMDS team will develop a Final Schematic Plan. A

rendering of the general project layout will be produced, illustrating conceptual landscape and hardscape elements. Typical illustrative details will be provided, including illustrations of alternative treatments for the various areas of the Project, as appropriate. The location of the proposed Project design elements in relation to adjoining residential properties, existing and possible points of access street relationships, storm water retention concepts, sustainable and environmental concepts, activities program location will be considered as part of the conceptual Project planning process. Present final schematic plan to the relevant Town departments for final approval.

*Deliverables: Illustrative Site Plan, sections, elevations, preliminary selection of materials and, lighting, playground equipment, preliminary building layout. Prepare CAD generated documents and submit to Town which will include: Existing conditions and demolition plans, tree disposition plan, civil/site layout plans, grading plans, utility plans, lighting plans, architectural plans, landscape architectural plans including planting, irrigation and outdoors site furniture at 30% level.*

### **Task 2.8 Town Commission Approval**

Present Final Conceptual Design to Commission for review and consideration, and upon approval, begin completing Design Development and Construction Documents. **One (1) meeting**

## **PHASE 3 - DESIGN DEVELOPMENT:**

### **Task 3.1 Design Development (60% Design Stage)**

The SMDS team will incorporate into the plans those Project modifications collectively identified as preferable by the Town and meeting participants, given regulatory and other potential restrictions to create a single design plan. The SMDS will attend **two (2)** meetings with Town staff to present and review comments. A copy of the 60% Documents will be provided to the Town so it can be posted for further public review and comments within a 14-calendar day period.

### **Task 3.2 Parks & Recreation Committee Meeting One (1) meeting either in person or virtual**

### **Task 3.3 Opinion of Probable Cost (60% Stage)**

### **Task 3.4 Technical Specifications (60% Stage)**

*Deliverables: 1 set of the Plans & Specifications (necessary graphics to explain the plan and components) in both 24 x 36 hardcopy and electronic.*

## **PHASE 4 - CONSTRUCTION DRAWINGS & SPECIFICATIONS:**

### **Task 4.1 Construction Drawings (90% Stage)**

The SMDS team will incorporate all comments into **the plans by the Town given regulatory and** other potential restrictions. The SMDS will attend **two (2)** meetings with Town staff to review comments. SMDS design plans at approximately the 90% level of completion of the proposed Project design drawings will illustrate plan and sectional views of the improvements and will include details of paving and grading. Design will be provided for minor structures (such as fences, bathroom structures and/or shade pavilion, etc.) as part of the overall Project. Paving and utility connection (water/electrical) design will also be developed as required. Basketball court, playground(s) and other relevant components layout will be provided. The plans will incorporate existing conditions and basic design elements including equipment, handicap ramps, decorative details for the path, etc.

Planting Plans and tree transplanting schedule and tree removal will be provided. The plans will graphically convey the engineering and landscape architectural design and be formatted for a logical sequence of construction and phasing. The plans will also be submitted by the Design Team to the different departments such as Planning and Zoning and Public Works Departments for review and comment relative to compliance with Town Codes and Standards. Any significant design changes and program changes made to the plan set subsequent after this phase of services, by the Town or other regulatory agencies will be addressed under a separate scope of services or as Additional Services. Prior written authorization from the Town is required for any additional services and fees prior to commencing Additional Services.

*Deliverables: Three (3) copies (24x36) & 1 Electronic PDF+ 3 (11x17) of the 90% Documents Set*

**Task 4.2 Final Construction Drawings (100% Design Stage).** SMDS will incorporate comments from the Town's review of the 90% design plans into the final construction drawings (100% Design Stage). The opinion of probable construction cost will be revised and submitted with the design submittal package. The drawings will be prepared with industry-accepted guidelines for the production of construction drawings on 24"x 36" sheets at appropriate scales. Final construction drawings will be sealed by Florida Registered Professional Engineer, Registered Landscape Architect, Registered Architect, etc. as appropriate.

*Deliverables:*

- *Five (5) hard copies of the 60% and 90% plans and as may be required by Agencies having Jurisdiction at the time of submission.*
- *Five (5) hard copies of final construction drawings and as may be required by Agencies having Jurisdiction at the time of submission. Revise drawings according to Town of Surfside Building Division and applicable agencies for permitting.*

**Task 4.3 Opinion of Probable Costs (90% & 100% Stages).** The SMDS team will incorporate updated opinion of probable cost that includes quantities, unit costs, and total costs will be submitted to the Town for review.

**Task 4.4 Value Engineering.** Work with selected contractor and Town Consultant(s) to identify cost savings items as well as value engineered options.

*Deliverables:*

- *Construction Documents shall incorporate all value engineering and constructability comments. Electronic submittal, and as may be required by Agencies Having Jurisdiction at the time of submission.*

**Task 4.5 Technical Specifications.** The specifications will be provided to the Town for review at the 90% design plan review stage. SMDS Team will prepare technical specifications in the Construction Specifications Institute (CSI) format for the Division 50 specifications required for the construction plans. The Town will be responsible for all "up-front" bid package documents such as General Conditions, Construction Contracts, Division 1 specifications, etc. SMDS will prepare a bid form with unit quantities and documentation for inclusion with the bid package. Permits for the Project will be included in the appendices of the package.

*Deliverables: Two (2) sets of technical specifications on 24"x36" sheets, plus thumb drive and as may be required by Agencies Having Jurisdiction at the time of submission.*

**Task 4.6 Pre-application for Permitting.** Meet, as required, with applicable Local, State and Federal permitting agencies having jurisdiction to ensure proposed design complies with applicable regulations, codes and standards including Town's own Charter, Code and ordinances. Meeting minutes shall be documented and submitted to the Town. This includes coordination and facilitation of the Major Development Approval Process including application, Development Review Committee, Planning and Zoning Board and Town Commission approvals, as required.

**Task 4.7 Permitting Services.** Completion, submittal and processing of permit applications, forms, addressing comments, and updating plans and specifications as necessary to secure permits and approvals from any necessary permitting agencies, which may include Miami-Dade County Health Department, Miami Dade Environmental Protection Agency, DERM, WASD, RER, and Town's Building Department, among others.

## **PHASE 5- CONSTRUCTION ADMINISTRATION:**

**Task 5.1 Bidding and Contract Award.** SMDS will attend **one (1)** meeting with the Town to review the bid advertisement for the General Contractor(s) package compiled by the Town. SMDS will review the bid package compiled by the Town and provide comments. SMDS will attend one (1) pre-bid meeting with the Town and contractor(s) and respond to pre-bid questions. SMDS will also review construction bid and qualification packages and assist the Town in the award of a construction contract.

### **Task 5.2 Pre-construction Meeting (1 mtg) (Post Bid and Post GC Contract)**

**Task 5.3 Site Visits.** Weekly site visits (one (1) per week) by a SMDS representative will be made during construction. SMDS will perform a maximum of twenty-six (26) visits throughout the expected six (6) to nine (9) month construction period. Field observation reports will be prepared for each site visit and submitted to the Town. These site visits will supplement the inspections and construction management provided by Town personnel. SMDS will review Shop Drawings and Submittals and respond to requests for information (RFI) as required. SMDS will maintain contact with the Town's full-time inspector and Town engineering staff throughout the construction period. SMDS will review monthly payment applications submitted by the Contractor. SMDS will provide all Final Certifications required by all Agencies Having Jurisdiction.

*Deliverables: Field Observation Reports*

*Final Punch List*

*Coordinate and Review final as-built drawings prepared by GC*

*Project close-out*

## **DESCRIPTION OF BASIC SERVICES:**

*(See expanded scope of services per sub-consultants attached)*

**Landscape / Hardscape Architectural Design:** Landscape planting design will be completed in accordance with the design development for the proposed Project improvements. An initial list of plant species to be used will be developed, along with typical details regarding arrangement of these plants. Hardscape concepts will be developed, including materials, colors, and finishes for the path, edging, fixtures, and other features. CPTED compliance will be reviewed and reported on.

**Irrigation Design:** Irrigation will be designed for the parks vegetation generally consisting of permanent irrigation for the native vegetation and sodded areas of the Park. Permanent irrigation will be designed at street-end and park area connections. Design shall include system layout, service connections, list of materials and installation details consistent with the Town of Surfside and Authorities Having Jurisdiction standards. The system will include controllers, valves, heads, main and lateral piping, backflow preventers and flow sensors.

**Engineering Design:** SMDS team will provide the initial engineering design services required for the Project elements outlined in the design development. Civil and Coastal engineering design services will include the initial layout and geometry of land topography, paths and swale. The grading design will be initialized to meet the aesthetic intent of the master plan, different areas and planting areas. Sea wall and storm drainage will be addressed by the Civil and Coastal Engineer. Any sea wall modifications will be treated as Additional Services, as may be directed and approved by the Town. In terms of Structural Engineering this scope of services assumes some structures such as (building with bathrooms/ shade pavilion, walls, fences, etc.) will be designed as part of this Project. Mechanical Electrical & Plumbing Engineering will be designing those systems for the Building plus connections to Irrigation, Water Pumps and lighting if required.

**Signage Design:** One (1) monument park sign may be included. Town shall provide a sample set of signage plans previously approved and used at Town's parks. Wayfinding and directional signing design included. All permit-required signage design included.

**Vegetation Assessment Design:** SMDS will prepare initial design plans suitable for submittal to the DEP illustrating areas of exotic vegetation removal and proposed vegetation. Plans will include areas to be vegetated, native plant species, and appropriate specifications for planting in different proposed environments will be specified. After review and conceptual approval by the DEP and all agencies having jurisdiction, the planting design will be incorporated into the Preliminary Construction Drawings. This scope of services assumes preservation and relocation of existing trees.

**Architecture:** SMDS team will design and locate building and attached shade structure according to Town's program.

**Playground Equipment Design:** SMDS will define & design the parameters for the site location and elements included in the playgrounds. The program and age groups will be further defined by the Town.

**Basketball Court:** SMDS team will define & design the parameters for the site location and materials,

**Lighting:** SMDS team will propose type and level of illumination for the building and security level lighting for the site, play courts and fields.

### **OTHER SERVICES:**

#### **Geotechnical Engineering:**

Soil Borings (Two borings to 50' at potential kayak launch location for 3-4 wood piles for small floating dock; Two borings to 30' for new building);

Foundation Recommendations;

Exfiltration Tests (4 locations at 3 different depths)

#### **Surveying Services:**

The Town of Surfside is to provide any and all available as-built surveys/plans of existing below ground and above ground electrical equipment, utilities and other structures within and adjacent to the Project area. As they become available, the Town shall provide copies of plans for other pedestrian and vehicular transportation corridor improvements, and other proposed projects that will affect the proposed site and the surrounding area. The Town shall also provide SMDS with copies of any available plat maps, property surveys, aerial photographs and any recent DERM or other agency soil testing surveys and results. Transmittal of data in a standard electronic format is preferable. These data will be compiled and used to facilitate comprehensive understanding of the site during the design phases.

#### **Topographic & Tree Survey:**

A topographic survey delineating property boundaries, existing structures, and topographic elevations, all existing features, including vegetation within the Project area will be prepared by the SMDS team. Trees will be located and the following information provided in a table format: Tree number, Scientific Name, Common Name, DBH, Height & Canopy Spread and Condition. The topographic survey will be signed and sealed by a Professional Land Surveyor registered in the state of Florida.

*Deliverables: One (1) signed and sealed copies of the Topographic Survey, plus electronic copy.*

## **Final Base Map**

SMDS will prepare a final base map by compiling the Topographic Survey and Vegetation Mapping data to illustrate the visible existing conditions and topographic contours within the Project area. The Final Base Map will become the basis for the design development portion of the Project.

*Deliverables: One (1) copies of the Final Base Map (24' X 36" sheets), plus electronic copy*

**Fee Structure & Consultants Responsibilities:** \*see Attachment A to Exhibit B

### **PRIME:**

**Savino & Miller Design Studio:** Master Plan & Landscape Architecture FEE: \$118,000

### **SUB-CONSULTANTS:**

**William Lane:** Architecture: Community building with shade structure FEE: \$87,200

**Coastal Systems International Inc:** Civil & Environmental Engineering: Site grading and drainage. Permitting. FEE: \$ 68,600

**Douglas Wood:** Structural Engineering: Community building & miscellaneous (light poles, fencing, basketball hoops, etc. to be defined)  
FEE: \$20,700

**Louis Aguirre & Associates:** Mechanical, Electrical & Plumbing: Community building, Night lighting  
FEE: \$28,000

**Kenneth Di Donato:** Irrigation Design FEE: \$1,500

**Atelier Mey:** Resiliency Adaptation Architect & Public Outreach FEE: \$10,000



**Tropical Designs of Florida:** Arborist FEE: \$1,000

**Ardaman & Associates:** Geotechnical Engineering & Recommendations FEE: \$9,500

**3CTI:** Surveyor FEE: \$9,275

**Gallagher Bassett Technical Services:** Asbestos and Lead Paint Survey FEE: \$2,000

**TOTAL DESIGN & CA FEE: \$ 355,775**

**Additional Services #1 – Town-wide Kayak Launch Assessment**

SMDS team will provide a Town-wide Kayak Launch Assessment including street ends and park location in Town as defined. This scope is included as attachment B to Exhibit B.

**TOTAL FEE: \$ 39,000**

**GENERAL CONDITIONS/ASSUMPTIONS:**

- a. Design drawings created in AutoCAD will be provided to the Town in electronic format.
- b. Major design changes after the completion of the Final Schematic Plan as confirmed by the Town after review of the Preliminary Schematic Plan or the 30% Design Stage will be negotiated under a separate scope of services. For the purposes of this Agreement, a "major" change would be a total increase or decrease greater than 10% of the total design.
- c. SMDS is not responsible for any change in the scope of services that may be incurred due to circumstances beyond our control, including, but not limited to, changes in regulations and other legal actions.
- d. The schedule for construction is assumed approximately six (6) to nine (9) months. Any rebid process or extended construction schedule will require services to be provided under a separate scope.
- e. The following items are NOT included in the scope of services presented herein:
  - Meetings or other coordination associated with Meetings of Coordination with other facilities outside the boundary of the site
  - Aerial Photography or Planimetric Mapping
  - Public hearings, meetings, or workshops (beyond the scope specifically noted herein).

- Geotechnical analysis and related sediment quality coordination with DEP or other agency staff regarding sand proposed to be brought onsite for fill
- Model building
- FEMA consultations
- DERM Permit Modifications required by the Pollution Remediation Section required.
- LEED Certification
- Kayak launch design and permitting on site or other nearby site shall be treated as Additional Services as may be directed and approved by the Town
- Any modifications to the seawall shall be treated as Additional Services, as may be directed and approved by the Town.

RESPONSIBILITIES	TOTAL FEE	PHASE 1: PRE-DESIGN SERVICES	PHASE 2: SCHEMATIC DESIGN-30% DESIGN PHASE (1 STORY)	PHASE 2A: SCHEMATIC DESIGN-30% DESIGN PHASE (ADDT'L FEE FOR 2 STORY BLDG ALTERNATE)	PHASE 3: DESIGN DEVELOPMENT-60% DESIGN PHASE (1 STORY)	PHASE 4: CONSTRUCTION DRAWINGS & SPECIFICATIONS-90%/100% DESIGN PHASE (1 STORY)	PHASE 5: CONSTRUCTION ADMINISTRATION	PHASE 5A: ADDITIONAL FEE FOR 2 STORY BLDG (DD-CD)	PHASE 6: REIMBURSABLE COSTS (NOT INCLUDED IN TOTAL)
PRIME: Master Plan & Landscape Architecture	\$ 118,000.00	\$ 11,000.00	\$ 22,000.00	\$ 8,000.00	\$ 22,000.00	\$ 33,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00
Architecture: Community building with shade structure	\$ 87,200.00	\$ 3,370.00	\$ 10,830.00	\$ 7,500.00	\$ 18,800.00	\$ 26,700.00	\$ 7,500.00	\$ 12,500.00	\$ -
Civil & Environmental Engineering: Site grading and drainage. Permitting.	\$ 68,600.00	\$ 3,000.00	\$ 19,200.00	\$ -	\$ 9,200.00	\$ 25,600.00	\$ 11,600.00	\$ -	\$ 1,500.00
Structural Engineer: Community building & miscellaneous (light poles, fencing, basketball hoops, etc. to be defined)	\$ 20,700.00	\$ 500.00	\$ 2,150.00	\$ 1,050.00	\$ 2,800.00	\$ 8,700.00	\$ 3,500.00	\$ 2,000.00	\$ 400.00
MEP: Community building, Night lighting (estimate of phase breakdown by SMDS)	\$ 28,000.00	\$ -	\$ -	\$ 4,000.00	\$ 6,000.00	\$ 10,000.00	\$ 4,000.00	\$ 4,000.00	\$ -
Irrigation	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 600.00	\$ 800.00	\$ 100.00	\$ -	\$ -
Resiliency Adaptation Architect & Public Outreach	\$ 10,000.00	\$ 5,500.00	\$ 4,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>\$ 334,000.00</b>	<b>\$ 23,370.00</b>	<b>\$ 58,680.00</b>	<b>\$ 20,550.00</b>	<b>\$ 59,400.00</b>	<b>\$ 104,800.00</b>	<b>\$ 46,700.00</b>	<b>\$ 20,500</b>	<b>\$ 3,900.00</b>

Arborist: Tree evaluation & CA	\$ 1,000.00	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -
Geotechnical Engineering & Recommendations	\$ 9,500.00	\$ 9,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Boundary, Topographical & Tree survey	\$ 9,275.00	\$ 9,275.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Absbestos & Lead Paint Survey	\$ 2,000.00	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	<b>\$ 21,775.00</b>	<b>\$ 21,575.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200.00</b>	<b>\$ -</b>	<b>\$ -</b>

10% of Structural for site  
20% for MEP for site

## **ATTACHMENT B TO EXHIBIT B**

### **Consulting Engineering and Environmental Permitting Services for the Kayak Launch Feasibility Study, Town of Surfside, Miami-Dade County, Florida**

#### **BASIC SCOPE OF SERVICES**

It is our understanding that the Town of Surfside (Town) is exploring the possibility of providing the residents with access to the bay for kayaks, paddle boards, and other non-motorized vessels. Based on the Town's email, dated September 1, 2020, the Feasibility Study will be limited 11 site locations including but not limited to the following list of potential sites within the Town's jurisdiction:

- 96th Park
- 95th Street
- 94th Street
- 93rd Street
- 92nd Street
- 90th Street
- 89th Street
- Bay Drive
- Biscaya Street
- Froude Avenue
- Carlyle Avenue

Phase I, as described below, would include site research, field investigations, schematic design development, environmental agency consultations, public outreach, and a project feasibility deliverable. Should the Town decide to develop a site for non-motorized vessels, based on public feedback and the proposed schematic design, the next steps would be to develop construction documents and cost estimates, obtain environmental permits, and provide bidding assistance.

The following Phase I work tasks outline the scope of services:

#### **PART 1 – RESEARCH, DATA COLLECTION AND PROGRAMMING**

The Team will review available as-built information and existing surveys of the Project areas. The Client or Town will provide the Team with copies of existing deeds demonstrating ownership of the uplands and submerged lands on which the facilities will operate, any available as-built surveys of facility structures and utilities, copies of historic construction, and existing operating permits for the sites. The Team will review any available marine and structural reports.

#### **PART 2 – FIELD INVESTIGATIONS**

Coastal Systems will perform site visits to the locations listed above. The site visits will be utilized to assess the site conditions, nearshore water depths, presence of marine resources along the shoreline, and the condition of the existing seawall or shoreline stabilization. Base maps will be produced to illustrate the observations and overlaid on available surveys or rectified aerials obtained from the Florida Department of Environmental Protection (FDEP) and/or the Florida Department of Transportation (FDOT).

Conditions:

- Client to provide access to sites

- Client to provide any surveys as required

### **PART 3 – SCHEMATIC KAYAK LAUNCH DESIGNS**

Based on the findings of Parts 1 and 2, the Team will provide a schematic design for each of the sites listed above. In addition to the kayak launch, the designs may include improvements to the seawall and existing shoreline stabilization features. Schematic designs and typical cross sections will be developed for use in the environmental agency consultation, in Part 4.

The schematic design of the kayak launch ramps will be completed with the intent of avoiding impacts to marine resources observed along the shoreline. Estimated construction costs will be provided for each schematic design.

### **PART 4 – ENVIRONMENTAL AGENCY CONSULTATION**

Project discussions with the permitting agencies at the county, state, and federal level can streamline the permit process and garner project buy-in from regulators. The Team will coordinate and attend pre-application meetings with the agencies with regulatory authorization over the proposed Project, specifically:

- 1) Miami-Dade County Department of Regulatory Economic Resources (RER)
- 2) FDEP Environmental Resource Permitting (ERP)
- 3) U.S. Army Corps of Engineers (Corps)

The Team will introduce the Project design, discuss Project-specific permitting requirements, proposed use, the timeframe for permit evaluation, and any mitigation that may be required for this type of Project. The Team will use the sketches prepared under Part 3 for discussion with the agencies. The Team will receive agency input as to the acceptability of specific critical elements of the design and summarize these discussions for the Client. A letter summary of each permit pre-application meeting will be provided to the Client.

### **PART 5 – COMMUNITY DESIGN REVIEW MEETING**

The Team will attend and participate in one (1) Community Design Review Meeting (CDRM) to review the design, construction cost and permitting timeline. The Town shall schedule, find location for, and notify residents of said meeting. Coastal Systems shall prepare draft meeting summary and forward them to the Town, who shall review, provide comments, and distribute accordingly. Coastal Systems shall prepare for, attend, and present its documents at this meeting. Note that presentation format shall consist of a brief PowerPoint presentation to review objectives, findings, and schematic plans for the Project. The Team shall provide sufficient staff at the meeting to address concerns by residents. It is anticipated that the Team will attend one pre-CDRM meeting with Town staff to review the proposed format of the presentation.

*Deliverables: CDRM – As a result of this task, Coastal Systems shall deliver the following:*

- One (1) copy of presentation in PowerPoint format.
- One (1) PDF copy of meeting summary.

### **PART 6 – PROJECT FEASIBILITY REPORT**

The Team will summarize the outcome of the community meeting and permit feasibility. The estimated construction cost, community preference, permitting pathway and possible mitigation needs will be detailed in a decision table for ease of comparison between the various sites. One (1) teleconference call with the Client to review the findings of the Report is included.

**Fee Structure & Consultants Responsibilities:**

**PRIME:**

**Savino & Miller Design Studio:** Master Plan & Landscape Architecture FEE: \$10,000

**SUB-CONSULTANTS:**

**Coastal Systems International Inc:** Civil & Environmental Engineering FEE: \$ 29,000

**TOTAL FEE: \$ 39,000**

**PROJECT ENGINEERING & CONSULTANTS**

This project may require the services of outside consultants, including but not limited to the following:

- Structural Engineer
- Mechanical/Electrical/Plumbing Engineer
- Soil Scientist
- Geotechnical Engineer

SMDS services do not include the above-named services, but upon approval and direction by the Client, SMDS shall adjust our scope of services and fee proposal to include these, or additional, consultants as required to assist in the preparation of design/construction documents, as well as construction phase services.



**EXHIBIT "C"**  
**RATE SCHEDULE**

**EXHIBIT 'C'**  
**RATE SCHEDULE**

The Rate Schedule for Services performed pursuant to this Agreement are located in exhibit B under scope of services (Basic and Additional Services #1):

Hourly Rates are as listed below:

<b>Role/Task</b>	<b>Hourly Rate</b>
Principal	\$ 220
Project Manager	\$160
Senior Associate	\$140
Associate	\$110
CAD/ Draftsperson	\$ 80
Administration	\$ 60

- Additional Roles
- Flat Rate not subject to multiplier

**GENERAL TERMS & CONDITIONS**

**ADDITIONAL SERVICES**

Additional Services shall be reimbursed by the Client, at the Hourly Fees listed under the Rate Schedule, for work not specifically described in the Scope of Services, including but not limited to:

- Green Walls incorporating custom/specialized hydroponic water delivery and construction systems.
- Architectural features such as pergolas/trellises attached to existing building, custom ironwork, gates and fences, etc.
- Site Furniture Selection and Layout.
- Site Signage/Graphics beyond one Monument Sign included in basic scope of services.
- Revisions to the plans after the completion and Submission of SMDS 60% Construction Documents, due to changes in the Client's design program or budget, architectural or engineering revisions to plans, or as requested by the regulatory agencies having jurisdiction.
- The preparation of alternate designs after approval of the Final Schematic Design Plans.
- Preparation of record drawings or of measured drawings of existing conditions. If record drawings are requested, SMDS shall have the right to rely on the completeness and accuracy of the as-built conditions supplied by the contractor.
- Perspective renderings and models in addition to those allowed for in the basic scope.
- Consulting Services for preparation of a Maintenance Manual forbidding by certified landscape maintenance contractors, site visit after planting installation, on-site training of crews.
- Plant selection at area nurseries.
- LEED drawings, calculations or certifications at Platinum Level.
- As-Built Drawings - based on General Contractor approved as-built mark-ups.
- Additional work for design, documentation and Project administration time required for Project related improvements outside of Project Area, including separate permit design



- approvals from FOOT for street scape design.
- Additional meetings not defined in the Scope of Services.

Additional Services shall not commence without written approval from the Town. Compensation for these services provided by SMDS on an hourly basis shall be computed as described in the schedule below of hourly billing rates or the Per Diem Rate should Additional Services require a full day of out of office travel for project specific work.

NOTE: Billing rates are to remain constant throughout the duration of the Agreement.

### **PAYMENT**

Payment Schedule: Fees for Professional Services shall be billed monthly for payment based on percentage of completion. Reimbursable expenses shall be billed with fee invoices. The fee is due within forty-five (45) days after date of invoice. A 1.5% late charge shall be added to all balances over forty five (45) days past due and increase by 1% every thirty (30) days thereafter on the remaining balance until the total amount is paid in full.

### **REIMBURSABLE EXPENSES**

Reimbursable expenses are not included in the total fee and shall be pre-approved in writing by the Town, and may include all trip expenses, car rental or other mobility costs, sustenance for the duration of trip and hotel accommodations. Reimbursable expenses also may include any photographic, printing, parking, mail and courier costs necessary for Project completion and outside of the Scope of Services. Automobile mileage for travel outside of Miami-Dade and Broward Counties shall be reimbursed at the prevailing IRS rate.

### **PROFESSIONAL RECOGNITION**

Subject to reasonable approval by the Town Manager, the Town grants SMDS the unrestricted right to use photographs, slides, and digital images of the Project (either completed or in construction), prepared by the Town, for marketing purposes and submissions to design competitions and awards programs. The Town agrees to give Savino & Miller Design Studio full and proper credit for all contributions including, but not limited to, Landscape Architecture, in any press release, news story, or other public relations, media activity, marketing article, on-site project identification boards, models or promotional brochures that specifically refer to the landscape design.

### **LIMIT OF LIABILITY**

In no event will SMDG be liable to the Town for any damages which the Town (or those claiming through the Town) may suffer or incur caused by the Town in connection with or related to this Agreement. SMDG's cumulative financial obligation and liability for any and all matters relating to this Agreement will be limited to the amount of net proceeds available under all insurance policies maintained by SMDG and required under the Agreement, plus an amount equal to the fees actually paid to SMDG under this Agreement for Basic Services, Reimbursable Expenses and Additional Services.

### **USE of LANDSCAPE ARCHITECT'S INSTRUMENTS of SERVICE**

The drawings, other documents, electronic data and other materials prepared by SMDS for this Project are instruments of SMDS's service for use solely with respect to this Project and, unless otherwise provided, SMDS shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright, subject to Florida's Public Records Law and provided that upon payment in full, Town shall be deemed the owner of all design work. The Town shall be permitted to retain copies, including reproducible copies, of SMDS's instruments of service for information and reference in connection with the Town's use and occupancy of the Project.

**SUCCESSORS AND ASSIGNS**

The Town and SMDG, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all terms and covenants of this Agreement. Neither Town nor SMDS shall assign this Agreement without the written consent of the other.



**Town of Surfside  
Town Commission Meeting  
January 14, 2021  
7:00 pm**

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

**Date: 12/31/2020**

**Prepared by: Mayor**

**Subject: Street Closure Bay Drive at 96<sup>th</sup> Street**

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**Objective: To enhance safety in the neighborhood and discourage cut-through traffic in that area.**

**Consideration: ? No idea what this means.**

**Recommendation: Pass the resolution to close Bay Drive.**

**RESOLUTION NO. 2021-\_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF CLOSING BAY DRIVE AT 96TH STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES; DIRECTING THE TOWN ADMINISTRATION TO COMMENCE THE PROCESS OF CLOSING BAY DRIVE AT 96<sup>TH</sup> STREET AND/OR OTHER TRAFFIC MITIGATION MEASURES, INCLUDING APPLICATION TO AND WORKING WITH MIAMI-DADE COUNTY FOR SUCH CLOSURE AND/OR TRAFFIC MITIGATION MEASURES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR TRANSMITTAL TO MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the traffic right turn at Bay Drive and 96<sup>th</sup> Street in the Town of Surfside (“Town”) has caused the entire length of Bay Drive to become a speedway for commuters and has caused traffic from all nearby streets to utilize Bay Drive as a short cut to go east and potentially west on 96<sup>th</sup> Street; and

**WHEREAS**, the right turn at Bay Drive and 96th Street has incentivized the entire residential area to utilize this street to exit the Town at its north end, rather than to exit the residential area by way of Collins Avenue via all streets throughout the Town; and

**WHEREAS**, the right turn at Bay Drive and 96th Street has caused a hugely disproportionate amount of traffic and impact on Bay Drive and its residents, as rather than utilizing Collins Avenue, many residents leaving the west end of the residential district, utilize Bay Drive and 96<sup>th</sup> Street to go east and potentially west and right; and

**WHEREAS**, the right turn exit at Bay Drive and 96<sup>th</sup> Street, and the heavy and constant traffic along Bay Drive, has caused a safety concern for residents, pedestrians and bikers utilizing Bay Drive, including families with children, our elderly and anyone walking to worship; and

**WHEREAS**, the extreme traffic driven by funneling traffic to the Bay Drive right turn at 96th Street may have caused the value of homes along Bay Drive to be diminished; and

**WHEREAS**, the right turn at Bay Drive and 96th Street has caused diminished quality of life, anxiety and stress for all residents who live along the length on Bay Drive, with a significant danger to kids exiting the park; and

**WHEREAS**, the Town Commission finds that closing Bay Drive at 96<sup>th</sup> Street and/or other traffic mitigation measures are needed to protect the life, safety and welfare of residents along Bay Drive and in the Town, to ensure proper traffic flow and safety, and to improve the quality of life and property values for residents along Bay Drive and the Town; and

**WHEREAS**, the Town Commission wishes to direct the Town administration to commence the process of closing Bay Drive at 96<sup>th</sup> Street and/or other traffic mitigation measures, including application to and working with Miami-Dade County, including the Department of Transportation and Public Works, for such closure and/or traffic mitigation measures; and

**WHEREAS**, the Town Commission finds that this Resolution is in the best interest of the public health, welfare, and safety of the Town's residents and that the permanent closure of Bay Drive at 96<sup>th</sup> Street will accomplish the foregoing goals.

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

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. In Support of Closing Bay Drive at 96<sup>th</sup> Street and/or Other Traffic Mitigation Measures.** The Mayor and Town Commission of the Town of Surfside support the closure of Bay Drive at 96<sup>th</sup> Street and/or other traffic mitigation measures as necessary to protect the life, safety and welfare of residents along Bay Drive and in the Town, to ensure proper traffic flow and safety, and to improve the quality of life and property values for residents along Bay Drive and the Town.

**Section 3. Direction to Town Administration; Implementation** The Town Commission directs and authorizes the Town Administration to commence the process of closing Bay Drive at 96<sup>th</sup> Street and/or other traffic mitigation measures, including application to and working with Miami-Dade County, including the Department of Transportation and Public Works, for such closure and/or traffic mitigation measures, and to take all action necessary to implement the purposes of this Resolution.

**Section 4. Transmittal.** That the Town Clerk is directed to transmit a copy of this Resolution to Miami-Dade County, including the Board of County Commissioners and the Department of Transportation and Public Works.

**Section 5. Effective Date.** That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 14th day of January, 2021.

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 \_\_\_\_\_

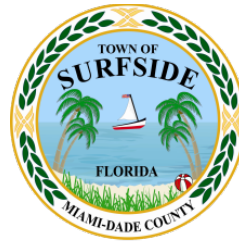
\_\_\_\_\_  
Charles W. Burkett, Mayor

**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



**Town of Surfside  
Town Commission Meeting  
January 14, 2021  
7:00 pm**

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

**Date: 12/31/2020**

**Prepared by: Mayor**

**Subject: Revised Zoning Code**

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**Objective: To remove the hyper-permissive zoning provisions that had been inserted into the Surfside zoning code over the past 10 years.**

**Consideration:** No idea what this means.

**Recommendation: Pass the resolution to adopt the revised zoning code.**

## RESOLUTION NO. 2021-\_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND DIRECTING THE TOWN MANAGER TO WORK WITH THE TOWN CLERK, ADMINISTRATION, TOWN MAYOR AND COMMISSION, AND PLANNING AND ZONING BOARD, TO COORDINATE AND SCHEDULE A PROCESS AND TIMELINE FOR REVIEW AND CONSIDERATION OF A PROPOSED NEW ZONING CODE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) is in the process of a comprehensive rewrite and replacement to its Zoning Code (Chapter 90 of the Town Code) with the goal of essentially reverting to the Code in existence in 2006 and providing for additional provisions and amendments as may be approved and directed by the Town Mayor and Commission; and

**WHEREAS**, a draft of the new Zoning Code proposal is attached hereto as Exhibit “A” and the Town Commission wishes to authorize and direct the Town Manager to work with the Town Clerk, Administration (including the Town Planner and Town Attorney), Town Mayor and Commission, and the Planning & Zoning Board, to coordinate and schedule a process and timeline for expeditious review and consideration of the draft new Zoning Code proposal, including the scheduling of workshops and meetings as may be prudent and necessary to engage the residents and the public and ensure public participation and comment; and

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

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

**Section 1. Recitals.** Each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Authorizing and Directing Town Manager to Coordinate a Process and Timeline for Review and Consideration of New Zoning Code Proposal.** The Town Commission authorizes and directs the Town Manager to work with the Town Clerk, Administration (including the Town Planner and Town Attorney), Town Mayor and Commission, and the Planning & Zoning Board, to coordinate a process and timeline for expeditious review and consideration of the draft new Zoning Code proposal attached hereto as Exhibit “A”, including the scheduling of workshop(s) and meeting(s) as may be prudent and necessary to ensure resident and public participation and comment.



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

**Section 4. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** on this 14<sup>h</sup> day of January, 2021.

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 Legal Sufficiency:

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

## **ARTICLE I – GENERAL**

- Sec. 90-1. General rules of construction.
- Sec. 90-2. Definitions.
- Sec. 90-3. Enforcement, interpretation, purpose and conflict.
- Sec. 90-4. Policy and objectives.
- Sec. 90-5. Interpretation, purpose, and conflict.
- Sec. 90-6. Compliance with regulations.
- Sec. 90-7. One building on a lot.
- Sec. 90-8. Minimum lot area.
- Sec. 90-9. Recorded restrictions.
- Sec. 90-10. Encroachment; reduction of lot area.
- Sec. 90-11. Accessory buildings, prior construction.
- Sec. 90-12. Buildings under construction.
- Sec. 90-13. Outstanding permits.
- Sec. 90-14. Relationship to the comprehensive plan.
- Sec. 90-15. Projections into required yard areas.
- Sec. 90-16. Provision for storm drainage.
- Sec. 90-17. Zoning in progress, applicability, temporary hold on permits and licenses.
- Sec. 90-18. - Charges for consulting services established.
- Sec. 90-19. - Escrow accounts.
- Secs. 90-20 — 90-36. Reserved.

## **ARTICLE II – ADMINISTRATION AND ENFORCEMENT**

### **DIVISION 1. GENERALLY**

- Sec. 90-37. Permits, plats and filing fees.
- Sec. 90-38. Site plan.
- Sec. 90-39. Certificate of occupancy.
- Sec. 90-40. Changes and amendments.
- Secs. 90-41 — 90-50. Reserved.

### **DIVISION 2. PLANNING AND ZONING BOARD\***

- Sec. 90-51. Created.
- Sec. 90-52. Membership; terms of officers; vacancies; meetings; quorum.
- Sec. 90-53. Officers.
- Sec. 90-54. Recommendations.
- Sec. 90-55. Powers and Duties
- Sec. 90-56. Expenditures; indebtedness.
- Sec. 90-57. Reserved.
- Sec. 90-58. Zoning Applications; rules of procedure.
- Sec. 90-59. Review of building permits.
- Sec. 90-60. Special meeting or special public hearing.

Sec. 90-61. Design Review.  
Sec. 90-62. Single-family and duplex development review process.  
Sec. 90-63. Development review requirements for submittal other than single-family and duplex.  
Secs. 90-64 — 90-70. Reserved.

### **DIVISION 3. NONCONFORMING USES, LOTS AND STRUCTURES**

Sec. 90-71. Nonconforming lots.  
Sec. 90-72. Reserved  
Sec. 90-73. Nonconforming use land and/or buildings.  
Sec. 90-74. Discontinuance of nonconforming uses.  
Sec. 90-74.1. Discontinuance of nonconforming structure.  
Sec. 90-75. Destruction of a nonconforming use.  
Sec. 90-76. Existence of nonconforming use or structure.  
Sec. 90-77. Buildings nonconforming in height, area or bulk.  
Sec. 90-78. Nonconforming uses not validated.  
Secs. 90-79 — 90-89. Reserved.

### **DIVISION 4. SPECIAL EXCEPTIONS, CONDITIONAL USES AND VARIANCES**

Sec. 90-90. Conditional uses.  
Sec. 90-91. Variances.  
Sec. 90-92. Special exceptions.  
Sec. 90-93. Lapse of special exception, conditional use, or variance.  
Sec. 90-94. Special exception and conditional use permits.  
Secs. 90-95 — 90-99. Reserved.

### **DIVISION 5. – RESERVED**

Secs. 90-100 — 90-120. Reserved.

## **ARTICLE III. ZONING DISTRICTS ESTABLISHED; ZONING MAP**

Sec. 90-121. Districts established.  
Sec. 90-122. Identification of district maps.  
Sec. 90-123. Interpretation of district boundaries.  
Secs. 90-124 — 90-144. Reserved.

## **ARTICLE IV. DISTRICT REGULATIONS**

Sec. 90-145. Regulated Uses.  
Sec. 90-146. Prohibited Uses.  
Sec. 90-147—90-148. Reserved  
Sec. 90-149. Short term rental of single-family dwellings, duplex dwellings, multi-family dwellings and townhomes.

Sec. 90-150—90-154. Reserved.

Sec. 90-155. District regulations tables.

Sec. 90-156. Rooftop photovoltaic solar systems.

Secs. 90-157 — 90-175. Reserved.

## **ARTICLE V. SUPPLEMENTARY REGULATIONS**

### **DIVISION 1. GENERALLY**

Sec. 90-176. Modifications of height regulations.

Sec. 90-177. Yards generally, allowable projections.

Sec. 90-178. Average setbacks for H30A and H30B.

Sec. 90-179. Modification of side and rear yard regulations.

Sec. 90-180. Maximum frontage and depth of buildings.

Sec. 90-181. Vision clearance.

Sec. 90-182. Accessory buildings and structures.

Sec. 90-183. Fences, walls and hedges.

Sec. 90-184. Marine structures.

Sec. 90-185. Carports and car canopies.

Sec. 90-186. Outdoor receiving and broadcasting antennae.

Sec. 90-187. Construction adjacent to bulkhead lines.

Sec. 90-188. Paving front yards in single-family and duplex districts.

Sec. 90-189. Outdoor lighting.

Sec. 90-190. Miscellaneous elevations for seawalls, and groins.

Sec. 90-191. Combined lots.

Sec. 90-191.1. Aggregation of lots.

Sec. 90-191.2. Lot splitting in the H30A and H30B Districts Prohibited.

Sec. 90-192. Boat parking.

Sec. 90-193. Temporary storage of campers and house trailers.

Sec. 90-194. Pervious Area.

Sec. 90-195. Reserved

Sec. 90-196. Emergency power generators.

Sec. 90-197. Awnings and canopies.

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## **APPENDIX A – DESIGN GUIDELINES**

## ARTICLE I. IN GENERAL

### Sec. 90-1. General rules of construction.

The following general rules of construction shall apply to the regulations contained in this chapter:

- (1) The singular number includes the plural and the plural the singular, unless the context clearly indicates the contrary.
- (2) Words used in the present tense include the past and future tenses, and the future the present.
- (3) The word "shall" is always mandatory. The word "may" is permissive.
- (4) The words "building" or "structure" are synonymous or interchangeable and include any part thereof.
- (5) The word "lot" includes the word "plot", "parcel", "tract", or "site."
- (6) The words "used" or "occupied" include the words "intended," "designed" or "arranged" to be used or occupied.
- (7) The words "required yards" or "minimum required yards" and "minimum yards" include the word "setback."
- (8) Words and terms not defined herein shall be interpreted in accordance with their normal dictionary meaning and customary usage.

[Code 1960 § 18-2]

### Sec. 90-2. Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. For convenience, all defined words and terms are set out in different type or capitalized throughout this ordinance.

- (1) *Accessory Building* means a detached subordinate building or a portion thereof, the use of which is incidental to and customary in connection with the main building or use and which is located on the same lot with such main building or use. Where there is no main building on the lot, an accessory building shall be considered as a main building for the purposes of the height, area and bulk regulations.
- (2) *Accessory Use* means a subordinate use which is incidental to and customary in connection with the main building or use and which is located on the

same lot with such main building use.

(3) *Acre*: An area consisting of 43,560 square feet. Notwithstanding anything to the contrary herein and for purposes of this entire zoning code, an acre shall never be defined as anything other than 43,560 square feet.

(3.1) *Aggregation*: The combining of lots through a unity of title or the platting process. Where used to combine density or floor area, aggregation shall only be permitted where approved as a Special Exception and only when a super majority of the Planning and Zoning Board, and the Surfside Commission has voted in the affirmative to approve any requested aggregation.

(4) *Alley* means a public or private thoroughfare which affords only a secondary means of access to abutting property.

a. *Established Alley*. One which remains under private ownership with the incidence and responsibility of maintenance, payment of ad valorem taxes, and liability for tort; but, without the right of improvements thereon other than paving.

b. *Dedicated Alley*. One which is used generally by the public and dedicated by deed or platting to such public use. It is not subject to ad valorem taxation; and, it is maintained by the town, Miami-Dade County, or by the state.

(5) *Apartment* means a room, or group of rooms, occupied or intended to be occupied as separate living quarters by one family and containing independent cooking and sleeping facilities. (This term shall include a condominium.) The existence of cooking facilities within a room or group of rooms shall be deemed sufficient to classify such room or group of rooms as an apartment.

(5.1) *Architecturally Significant Building*: A building constructed prior to 1970 that has been determined by the town to possess characteristics of a specific architectural style constructed in the town pursuant to section 90-272 of the Town Code. The exterior of the structure must be recognizable as an example of its style and/or period.

(6) *Reserved*.

(7) *Awning* means a detachable, roof-like cloth, canvas, vinyl, or other flexible material cover, supported from the walls of a building for protection from the sun or weather.

(8) *Bar* means a public establishment licensed by the state which is devoted to



the selling or the dispensing and drinking of alcoholic beverages on the premises.

(9) *Basement* means that portion of a building between floor and ceiling which has at least one-half of its height below the grade of the street on which it fronts. The height of a basement above grade shall not exceed one-half of the average height of a story in the building.

(10) *Breezeway* means a covered passageway or space between the main building and an accessory building, open on two sides and the roof of which is structurally integrated with the buildings it separates.

(11) *Building* means any structure having a roof supported by columns or walls for the shelter or enclosure of persons or property.

(12) *Building Area* means the area within the confines of the exterior walls of the main building, accessory buildings, covered porches and terraces.

(13) *Building, completely enclosed*, means a building having no outside openings, other than doors, windows, and ventilators.

(14) *Building, height of*, means the vertical distance from the crown of the road abutting the property to the roof, as more particularly set forth in the definition of Height.

(15) *Building, main*, means a building in which the principal use of the lot on which it is located is conducted, or is intended to be conducted.

(16) *Bulk* is a term used in these regulations to describe a composite characteristic of a given building or structure as located upon a given lot, not definable as a single quantity but involving all of these characteristics: 1) size and height of building or structure, 2) location of exterior walls at all levels in relation to lot lines, streets or to other buildings or structures, 3) all open spaces allocated to the building or structure, and 4) amount of lot area provided per dwelling unit, and 5) lot coverage.

(16.1) *Business*:

- (a) Includes all vocations, occupations, professions, enterprises, establishments and all activities and matters, together with all devices, machines, vehicles and appurtenances used herein, and of which are conducted for private profit or benefit, either directly or indirectly, on or from any premise in the town.
- (b) Does not include the customary activities of religious, charitable, nonprofit service clubs and organizations or educational nonprofit institutions as those terms are defined in F.S. ch. 205, as may be amended

(17) *Cabana* means a permanent or portable bath cabin on the exterior of a residence, hotel or apartment house, together with only such accessories as wood slat walks or decks, terraces, rubbing rooms and toilet facilities, but not intended for sleeping or living quarters. Cabanas erected on the exterior may be of pipe frame and canvas, wood frame and masonite and be constructed in such a manner that they are portable and easily dismantled in the event of a hurricane. Cabanas of any other type shall be built of masonry. Cabanas shall be permitted only in conjunction with an outdoor swimming pool.

(18) *Canopy* means a detachable, roof-like cover, made of cloth, metal, plastic or other permanent material supported from the ground or deck or floor of a building, and from the walls of a building for protection from sun or weather.

(18.1) *Car Canopy* means a roofed and usually wall-less shed either freestanding or projecting from the side of a building, used as a shelter for automobiles. The roof of a Car Canopy may be made of vinyl, cloth, or other flexible material.

(19) *Carport* means a permanent structure with a rigid roof that may or may not contain walls that is either freestanding or projecting from the side of a building, used as a shelter for automobiles.

(19.1) *Certificate of occupancy, final*: A document issued by the town manager or designee certifying that he/she reasonably believes a building, , and its occupancy to be in compliance with the minimum standards of safety, as set forth in the Florida Building Code, prior to the building's occupancy and after its inspection and that said building is in conformity with all other applicable laws and regulations.

(19.2) *Certificate of use*: A document issued by the town manager or designee that the zoning use classification of any business, within any approved structure or building or unit therein, is allowed prior to its occupancy and after inspection of the premises and proof of compliance with all the requirements of the Town Code of Ordinances and all other applicable laws and regulations; provided, however, that no certificate of use shall be issued until it has been reviewed and approved by town manager or designee.

(20) *Clinic* means an establishment where patients are not lodged overnight, but are admitted for examination and treatment by a group of physicians or dentists practicing medicine together. The term does not include a place for the treatment of animals.

(21) *Club, private*, means a building and facilities or premises, owned and

operated by a corporation, association, person or persons for social, educational, or recreational purposes, but not primarily for profit and not primarily to render a service which is customarily carried on as a business. A private club may include the normal accessory uses such as tennis courts, cabanas and parking spaces.

(22) *Conditional use* means any use listed in section 90-41 as a conditional use which would not be appropriate generally or without restriction throughout a particular zoning district, but would be appropriate if controlled as to number, area, location, or relation to the neighborhood.

(22.1) *Density*: The number of dwelling units per acre of land (43,560 square feet) of the Lot Area as herein defined. The density allowed on a site shall never exceed the limits set forth in the 2004 Comprehensive plan.

(22.2) *Design Guidelines* are guidelines adopted by the Town of Surfside Commission, intended to provide direction and options for all development, and to serve as criteria for design review of development within the Town. As set forth in section 90-61, such guidelines are adopted as an exhibit to this ordinance and may be amended from time to time by Resolution of the Town Commission.

(23) *District* means any section of the town within which the zoning regulations are uniform. (See district map.)

(24) *Dwelling* means a building or portion thereof, designed or used exclusively for residential occupancy.

(25) *Dwelling, single-family*, means a building designed for or occupied exclusively by one family.

(26) *Dwelling, two-family (duplex)*, means a building designed for or occupied exclusively by two families.

(27) *Dwelling, multiple-family*, means a building designed for or occupied by three or more families.

(28) *Dwelling unit* means a room, or group of rooms, occupied or intended to be occupied as separate living quarters by a single family.

(28.1) *Electric vehicle charging level*: The standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged which include the following specifications:

- (1) Level 1 requires a 15 or 20-amp breaker on a 120-volt AC circuit and standard outlet;
- (2) Level 2 requires 40 to 100-amp breaker on a 240-volt AC circuit; or
- (3) Level 3 requires a 60-amp or higher dedicated breaker on a 480-volt and higher three-phase circuit with special grounding equipment. A Level 3 charging shall use an off-board charger to provide the AC to DC conversion, delivering DC directly to the car battery.

(28.2) *Electric vehicle charging station*: A parking space that is served by electric vehicle charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy source device in an electric vehicle.

(29) *Family*, in the context of the number of units permitted on a lot of record, means an individual or two or more persons related by blood or marriage or a group of not more than three unrelated persons (excluding servants) living together as a single housekeeping unit in a dwelling.

(30) *Fence* means a structure forming a physical barrier which is so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

(31) *Filling station* means any building, structure, or land used for the sale at retail of motor vehicles fuels, oils, or accessories, or for the servicing or repairing of minor parts and accessories, but not including major repair work such as motor replacement, body and fender repair, or spray painting, and excluding public garages.

(32) *Floor Area* means the sum of the gross horizontal areas of the several floors of a building or buildings, measured from the exterior faces of exterior walls or from the centerline of walls separating two attached buildings.

a. In particular, floor area includes:

1. Basement space used for retailing shall be included for the purposes of calculating requirements for accessory off-street parking spaces and accessory off-street loading berths.
2. Elevator shafts or stairwells at each floor.
3. Floor space used for mechanical equipment.
4. Floor space in penthouses.

5. Attic floor space (whether or not a floor has been laid) providing structural headroom of seven feet six inches or more.
6. Floor space in interior balconies or interior mezzanines.
7. Floor space in porches and pools enclosed with plastic, glass or permanent type of material.
8. Any floor space used for residential use, no matter where located within the building.

b. However, the floor area of a building shall not include:

1. Basement space when used for parking of vehicles.
2. Accessory water tanks or cooling towers.
3. Uncovered steps and exterior balconies.
4. Terraces, patios, breezeways, or open porches.

(33) *Floor Area Ratio* means the floor area of a building or buildings on any lot divided by the Lot Area.

(34) *Frontage, street*, means the distance along a street line from one intersecting street to another or from one intersecting street to the end of a dead-end street.

(35) *Frontage, lot*, means the distance for which the front lot line and street line are coincident.

(36) *Garage, parking*, means a building or portion thereof designed or used for the temporary storage of motor-driven vehicles.

(37) *Garage, private*, means an Accessory Building or attached portion of a Building, not exceeding 900 square feet in Floor Area, designed or used for the storage of not more than four automobiles.

(38) *Grade* means the average datum or elevation of the crown of the road serving the lot or building site.

(38.1) *Height* of buildings or structures shall be measured:

(a) *For flat roofs*: The vertical distance from the average datum or elevation of the crown of the road fronting the lot or building site, to the highest point of the roof.

(b) *For pitched roofs*: The vertical distance from the average datum or elevation of the crown of the road fronting the lot or building site, to the top of the tie beam. A pitched roof shall have a maximum pitch of 4/12. Any roof that is not meet the definition of a pitched roof shall be

considered a flat roof.

(39) *Helistop* means an area of land, water or structure or portion thereof used or intended to be used for the landing and takeoff of helicopters provided no facilities for service or basing of such aircraft are permitted.

(40) *Hotel* means a building in which lodging is provided and offered, including all utilities and housekeeping services, to the general public for compensation, with or without meals, excluding accommodations for employees, and in which ingress and egress to and from all rooms is made through an inside lobby supervised by a person in charge at all times.

a. *Hotel room* includes ~~motel room and~~ means a room or group of rooms in a hotel intended for rental to transients and not intended for use or used as a permanent dwelling. Each hotel room shall have a private bath attached thereto, but no cooking facilities therein. The existence of separate utility meters serving any room or group of rooms shall be deemed sufficient to classify such room or group of rooms as an apartment.

(40.1) *Impervious Area*: An area covered by a material which does not permit infiltration or percolation of water directly into the ground

(41) *Indian Creek Bulkhead Line* means the bulkhead line as defined in section 14-101.

(42) *Loading Space* means a space within the main building or on the same lot providing for the standing, loading, or unloading of trucks.

(43) *Lot* means a parcel of land occupied or which may be hereafter occupied by a building and its accessory buildings, together with such open spaces and parking spaces or area as are required under this article and having its principal frontage upon an officially approved street or place.

(44) *Lot Area* means the total horizontal area within the lot lines of the lot. In determining usable lot area in the H-120 district, it shall be calculated from the west lot line to the bulkhead line on the east side and the north lot line shall be the north boundary and the south lot line shall be the south boundary. All calculations of density and/or intensity shall be based on the Lot Area as herein defined.

(45) *Lot, corner*, means a lot abutting upon two or more streets at their intersection.

(46) *Lot Coverage* means the percentage of the Lot Area that, when viewed from above, would be covered by all principal and accessory buildings and structures

(except swimming pools, fences, screen enclosures, and pergolas.), or portions thereof, up to a maximum forty percent (40%) of the lot; provided however that the following exemptions shall not be included in determining the lot coverage:

- a. Uncovered steps and exterior balconies; and
- b. Uncovered terraces, patios, breezeways, or porches which are open on two (2) or more sides; and
- c. Covered terraces, patios, breezeways, or porches which are open on two (2) or more sides; and

In no instance may the total area of all exemptions permitted by (a) through (c) listed above exceed 6% of the Lot Area.

(47) *Lot, depth of*, means the average horizontal distance between the front and rear lot lines, except where a lot rears upon the ocean, Indian Creek or other established waterway; then the depth of the lot shall be the average horizontal distance between the front lot line and the established bulkhead line along the waterway.

(48) *Lot, front*, shall be construed to be the portion nearest the street. For corner lots, the lot front shall be the narrowest portion abutting the street unless otherwise determined by the town manager.

(49) *Lot, interior*, means a lot other than a corner lot.

(50) *Lot of Record* means a lot which is part of a subdivision, the map of which has been recorded in the office of the clerk of the circuit court of the county; or a parcel of land which became legally established and defined by a deed or act of sale.

(51) *Lot, through (double-frontage)*, means a lot having a frontage on two parallel or approximately parallel streets or places.

(52) *Lot width* means the horizontal distance between the side lot lines measured at the required front yard line and parallel to the front street line, or measured at the street line if no front yard is required.

(52.1) *Marijuana*: Any strain of cannabis or marijuana, in any form, that is authorized by state law to be dispensed or sold in the State of Florida. Also referred to as "medical marijuana"

(52.2) *Massing*: The expression of interior volume as form.

(52.3) *Medical marijuana dispensary*: A retail establishment, licensed by the Florida Department of Health as a "medical marijuana treatment facility," "medical marijuana treatment center," "dispensing organization," "dispensing organization facility" or similar use, that sells and dispenses medical marijuana.

(53) *Nonconforming Lot* means a Lot of Record which was legally established as a separate building site prior to the enactment of these zoning regulations, or any amendment thereto, which requires a larger area, frontage, width or depth than that which existed prior to such enactment. A Nonconforming Lot may only be improved if it meets the conditions and requirements of Section 90-71.

(54) *Nonconforming Structure* means a structure which lawfully existed prior to the enactment of these regulations or any amendment thereto, which does not comply with the restrictions as to size, nature of construction, location of the structure on the land, or location of the structure in proximity to other buildings required by the regulations adopted subsequent to its construction, and which is continuously maintained after the effective date of such regulations or amendment thereto.

(55) *Nonconforming Use* means a use of land and/or buildings which lawfully existed prior to the enactment of these regulations or any amendment thereto, which does not comply with the use restrictions applicable to the district in which it is situated, and which is continuously maintained after the effective date of such regulations or amendment thereto.

(56) *Ocean Bulkhead Line* means that bulkhead line as defined in section 14-86.

(57) *Parking lot* means an open, unoccupied area of land used or required for use for parking automobiles exclusively and in which no gasoline, oil, services, wash racks or accessories are sold or no other business conducted.

(58) *Parking space, off-street*, means a paved area not in the street, alley, or any other public property, and having an area of not less than nine feet by 20 feet, exclusive of driveways, permanently reserved for the temporary storage of one vehicle and connected with a street or alley by a paved driveway which affords ingress and egress for an automobile without requiring another automobile to be moved.

(58.1) *Person* means any individual, firm, partnership, joint venture, syndicate or other group or combination acting as a unit, association, corporation, estate, trust, business trust, trustee, executor, administrator, receiver or other fiduciary.



(58.2) *Pervious area* means an area maintained as landscaping (as that term is defined in Division 5 of Article V of this code, or covered by a Town approved material that permits infiltration or percolation of water directly into the ground. Pavers or pervious hard materials, including pervious concrete, shall not be utilized for the calculation of pervious area.

(58.3) *Place of business*: Any structure used for the purpose of exercising the privilege of engaging in business within the town limits.

(58.4) *Place of public assembly*: Any area where individuals assemble, whether publicly or privately owned and maintained. Includes, but is not limited to, public assembly buildings, such as auditoriums, private clubs and lodges, community centers, clubhouses and theaters; and places of worship or other facilities that are used for prayer and assembly by persons of similar beliefs.

(58.5) *Public School*: A school operated by a governmental agency or jurisdiction.

(59) *Regulations* means the whole body of regulations, text, charts, tables, diagrams, maps, notations, references and symbols, contained or referred to in this chapter.

(60) *Restaurant* means an establishment maintained and operated as a place where food is regularly prepared, served or sold for immediate consumption on or about the premises and every establishment preparing food to be called for, delivered to or taken out by customers.

(60.1) *Roof deck*: An open, unroofed floor structure used in conjunction with a principal building and installed on the roof of a building.

(60.2) *Rooftop photovoltaic solar system*: A system which uses one (1) or more photovoltaic panels installed on the surface of a roof, parallel to a sloped roof or surface- or rack-mounted on a flat roof, to convert sunlight into electricity.

(60.3) *Secondary Frontage*: When referring to a corner lot, the secondary frontage shall be the widest portion of the lot abutting the street.

(61) *Servant's quarters* means living quarters within a portion of a main building or in an accessory building located on the same lot with the main building, used for servants employed on the premises and not rented as a separate dwelling.

(62) *Setback* means the minimum distance required by section 90-155 that all structures shall be from front, side and rear lot lines. Setback may also refer to the yard area adjacent to the particular lot line indicated, consistent with the definitions for front yard setback, rear yard setback, and side yard setback below. In this context, the words "in," "inside," and "within" refer to the area that is less than the minimum distance from the front, side, or rear lot line. "Outside" refers to the area

that is located at a greater distance than the minimum distance from the front, side, or rear lot line.

(62.1) *Setback, front yard* means the portion of a yard across the full width of the lot extending from the front property line to the front setback.

(62.2) *Setback, rear yard* means the portion of a yard across the full width of the lot extending from the rear property line to the rear setback.

(62.3) *Setback, side yard* means the portion of a yard between the side property line and the side setback, located between the front and rear setbacks.

(63) *Site plan* means a drawing illustrating a proposed development of a lot or tract, in accordance with the specifications and requirements set forth in section 90-38.

(64) *Story* means that portion of a building other than a basement, included between the surface of any floor and the surface of the floor next above it; or, if there be no floor next above it, then the space between such floor and ceiling next above it.

(65) *Street* means a public thoroughfare which affords the principal means of access to abutting property.

(66) *Streetline* means a dividing line between a lot and the adjacent street.

(67) *Structure* means anything constructed or erected, the use of which requires permanent location on the ground or attached to something having a permanent location on the ground; including, but without limiting the generality of the foregoing, signs, backstop for tennis courts, swimming pools, fences, screen enclosures, and pergolas.

(68) *Structural alterations* means any change that would change the shape or size of any portion of the exterior of the building or structure, or any work affecting the supporting members of a building or structure, such as bearing walls, columns, beams, arches, floor or roof joists, or girders.

(68.1) *Substantial improvement*: Any combination of repairs, reconstruction, alteration or improvements to a building, taking place during a five-year period, in which the cumulative cost equals or exceeds 50 percent of the market value of the building. The market value of the building should be:

(1) The appraised value of the building prior to the start of the initial repair or improvement;

- (2) Such other value as approved by the federal government or the state; or
- (3) In the case of damage, the value of the building prior to the damage occurring.

This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. For the purposes of this definition, substantial improvement is considered to occur when the first alteration of any wall, ceiling, floor or other structural part of the building commences, whether or not that alteration affects the external dimensions of the building. The term does not, however, include any project for improvement of a building required to comply with existing health, sanitary or safety code specifications which have been identified by the code enforcement official and which are solely necessary to assure safe living conditions.

(69) *Suite-hotel* means a hotel containing one or more suite-hotel rooms as defined below. A minimum of fifteen percent of total gross building area shall be maintained as common or recreational areas. The building shall have central air conditioning; provided, however, no air conditioning equipment may face any street or body of water. The building shall not have open exterior walkways providing access to units. Provided that all conditions of this Code are met, a suite-hotel may be a timeshare property as defined in F.S. ch. 721.

a. *Suite-hotel room* means a hotel room in a suite-hotel and containing not less than 525 square feet of net useable interior space. A suite-hotel room may contain cooking facilities only if said units are larger than: 800 square feet for units with one bedroom or less, 1,000 square feet for two-bedroom units, and 1,200 square feet for three-bedroom units. For every bedroom over three bedrooms in a unit, the minimum size shall increase by 200 square feet.

None of the above provisions shall be subject to waiver, variance or exception in any circumstances.

(70) *Swimming pool* means any permanent structure containing a body of water intended for recreational purposes, including a wading pool.

(71) *Transient* means any person who exercises occupancy or is entitled to exercise occupancy of any structure or part thereof by reason of renting, leasing, letting or granting a license for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days.

(71.1) *Unity of Title*: An agreement executed by and between one or more property owners of more than one lot, which shall not be conveyed, sold,

mortgaged, etc. apart from each other and shall be held together as one tract. Such unity of title shall be recorded in the public records of Miami-Dade County, Florida and shall run with the land and shall be binding upon the property owner(s), successors and assigns.

(72) *Use* means any purpose for which buildings or other structures or land may be arranged, designed, intended, maintained, or occupied; or any occupation, business, activity or operation carried on or intended to be carried on in a building or other structure or on land.

(73) *Wall*. A wall, when used as a site feature, shall be so constructed that no less than 50 percent of the vertical surface is open to permit the transmission of light, air and vision through such surface in a horizontal plane.

(74) *Yard* means an open area which is on the same lot as a building and which is unoccupied and unobstructed from the ground upward, except as otherwise provided in these regulations.

(75) *Yard, front*, means a yard across the full width of the lot extending from the front line of the building to the front street line of the lot.

(76) *Yard, rear*, means a yard extending the full width of the lot between the main building and the rear lot line, or the bulkhead line for waterfront properties, or the bulkhead line for oceanfront properties.

(77) *Yard, side*, means a yard on the same lot with the building between the main building and the adjacent side of the lot, and extending from the front yard to the rear yard thereof.

[Code 1960, § 18-3; Ord. No. 1400, § 2, 3, 5-11-99; Ord. No. 1402, § 1, 5-11-99; Ord. No. 1404, § 1, 6-8-99; Ord. No. 1446, §2, 12-9-03]

[Cross references: Definitions generally, § 1-2.]

### **Sec. 90-3. Enforcement, interpretation, purpose and conflict.**

(1) The town manager or designee shall designate personnel who shall have the authority to enforce the provisions of this Code.

(2) Where it is found that any of the provisions of this Code are being violated, enforcement proceedings may be initiated against the real property owner, the tenant if applicable and any other person violating the provisions of this Code. Any enforcement procedure authorized by the Town of Surfside Code of Ordinances or state law may be used to enforce the provisions of this Code. It shall be at the discretion of the town manager or designee to determine which

method of enforcement is appropriate and whether more than one method of enforcement should be brought.

(3) In addition to enforcement by the town manager or designee, the provisions of this Code may be enforced by the Surfside Police Department if appropriate.

(4) Further, the town commission may direct the town attorney to bring an action for injunctive relief in appropriate circumstances.

(5) Where this Code includes regulations on the same point as contained in any other law or ordinance, the provisions of this Code shall govern; except that where the regulations of the other law or ordinance are more restrictive than those of this Code, the other shall govern.

(6) In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, prosperity, or general welfare. It is not intended by these regulations to interfere with or abrogate or annul any easements, covenants, or other agreement, provided however, that where these regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or require larger open spaces or yards or lot areas than are imposed or required by other ordinances, rules, regulations, or by easements, covenants, or agreements, the provisions of these regulations shall govern.

#### **Sec. 90-4. Policy and objectives.**

The purpose of this chapter is to encourage and promote, in accordance with present and future needs, the safety, morals, health, order, convenience, prosperity, and general welfare of the citizens of the town and of the citizens of Miami-Dade County, Florida, and to provide for efficiency and economy in the process of development, for the appropriate and best use of land, for convenience of traffic and circulation of people and goods, for the use and occupancy of buildings, for healthful and convenient distribution of population, for adequate public utilities and facilities, for promotion of the civic amenities of beauty and visual interest, and for development in accord with the comprehensive plan by establishing zoning districts and by regulating the location and use of buildings, structures, and land for trade and residence, by regulating and limiting or determining the height, bulk and access to light and air of buildings and structures, the area of yards and other open spaces and the density of same. To accomplish these objectives, the regulations and districts and accompanying map have been designed with reasonable consideration, among other things, to the character of the districts and their peculiar suitability for particular uses.

[Code 1960, § 18-1]

**Sec. 90-5. Interpretation, purpose, and conflict.**

In interpreting and applying the provisions of these regulations, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, prosperity, or general welfare. It is not intended by these regulations to interfere with or abrogate or annul any easements, covenants, or other agreement, provided however, that where these regulations impose a greater restriction upon the use of buildings or premises or upon the height of buildings, or require larger open spaces or yards or lot areas than are imposed or required by other ordinances, rules, regulations, or by easements, covenants, or agreements, the provisions of these regulations shall govern.

[Code 1960, § 18-80]

**Sec. 90-6. Compliance with regulations.**

Except as hereinafter provided:

- (1) No land or water area may be used except for a purpose permitted in the district in which it is located. Such permitted uses shall include those specifically listed as an accessory use, conditional use or use permitted subject to the approval of a special use permit within the district in which the building or land is located. Permitted uses require final site plan review and/or design review approval, as set forth in these regulations and approval for compliance with the standards applicable to a particular permitted use as provided in this Zoning Code. Except as explicitly provided herein, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits. Any use not specifically listed as provided herein shall be prohibited.
- (2) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered, nor shall any building or part thereof be used except for a use permitted in the district in which the building is located.
- (3) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered to exceed the height limit herein established for the district in which the building is located.
- (4) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the area regulations of the district in which the building is located.
- (5) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the off-street parking and loading regulations of the district in which the building is located.

(6) No building shall be erected, converted, enlarged, reconstructed, moved, or structurally altered except in conformity with the floor area regulations of the district in which it is located.

(7) No building shall be erected or moved except in conformity with the established flood criteria, as indicated on the most current edition of the federal flood insurance rate maps and in chapter 42, article II, applicable to the lot on which the building is located.

(8) No building shall be erected or enlarged after the effective date of these regulations, which reduces any level of service standard established in the town's adopted comprehensive plan.

(9) All improved properties shall have their street number displayed and clearly visible from the street on which the front entrance of the building faces. In the SD-B40 and the H120 districts, all properties additionally shall have their street numbers displayed and clearly visible from the rear of the property.

(10) No building that requires a permit to place excavated sand seaward of the coastal construction control line shall be erected or moved unless applicant has complied with sections 34-2 to 34-8 and section 14-28 of the Town Code of Ordinances.

[Code 1960, § 18-7; Ord. No. 1280, § 1, 5-12-92]

**Sec. 90-7. One building on a Lot.**

Only one main building and the accessory buildings and uses customarily incident thereto shall be located on any single lot. In the case of single-family dwellings, no individual room shall be completely separated from the remainder of the main building and only one kitchen shall be provided on each lot.

[Code 1960, § 18-8]

**Sec. 90-8. Minimum Lot Area.**

No lot area shall be reduced or diminished so as to violate the setback or lot coverage requirements as herein prescribed, nor shall the minimum lot area per dwelling unit as established in section 90-155, table I, be decreased in any manner except in conformity with the regulations established herein.

[Code 1960, § 18-9]

**Sec. 90-9. Recorded restrictions.**

Any existing recorded restrictions regarding any lot shall be considered a part of this chapter, except where such restrictions are in actual conflict with the provisions of this chapter, in which case this chapter shall control.

[Code 1960, § 18-10]

**Sec. 90-10. Encroachment; reduction of Lot Area.**

The minimum yard, parking space, open space and minimum lot area per dwelling unit requirements of these regulations for each and every building existing at the time of passage of the ordinance from which these regulations were derived, or for any building hereafter erected, shall not be encroached upon or considered as required yard, parking space or open space for any other building, except as hereinafter provided, nor shall any Lot Area be reduced below the requirements of these regulations.

[Code 1960, § 18-11]

**Sec. 90-11. Accessory Buildings, prior construction.**

No accessory building shall be constructed upon a Lot until the construction of a main building has been actually completed, except where construction of main and accessory buildings is concurrent. No accessory building shall be used unless the main building on the lot is also being used.

[Code 1960, § 18-12]

**Sec. 90-12. Buildings under construction.**

Any building or structure for which a lawful building permit has been issued, and the construction of which has been started prior to the effective date of the ordinance from which this chapter was derived may be completed and used in accordance with the plans and specifications upon which such building permit was granted, provided such construction is completed within one year after the effective date of the ordinance from which this chapter was derived.

[Code 1960, § 18-13]

**Sec. 90-13. Outstanding permits.**

- (a) Where, on the effective date of the ordinance from which this chapter was derived, there are outstanding valid building permits, authorizing the construction of buildings, structures, additions or alterations, the use or construction of which do not conform to the requirements of this chapter, such permits shall be void unless actual construction work, excluding grading or excavating, is substantially underway on that date, and the underlying rights to construction are vested.



(b) Where, on the effective date of the ordinance from which this chapter was derived, there are outstanding valid permits, authorizing the use of land or buildings without construction work, and where such use is not permissible under the terms of this chapter, such permit shall be void unless the use is actually in operation on that date and the underlying rights to the use are vested.

[Code 1960, § 18-14]

**Sec. 90-14. Relationship to the comprehensive plan.**

All regulations contained in this chapter and the maps attached thereto shall be amended, supplemented or changed only in compliance with F.S. ch. 163 as pertains to comprehensive planning activities.

[Code 1960, § 18-15]

**Sec. 90-15. Projections into required Yard areas.**

In determining compliance with the minimum Setback requirements established within these regulations, the controlling distance on each Lot shall be measured between the applicable lot line and the closest point thereto on any Building or Structure erected on the Lot, and no portion of any roof overhang, chimney, cornice, or other similar architectural feature shall project into any required front, side or rear Yard, except as provided in section 90-177.

[Code 1960, § 18-16]

**Sec. 90-16. Provision for storm drainage.**

No Structure shall be constructed or enlarged unless it meets all requirements of chapter 34 of the Town Code regarding storm drainage management. Such requirements shall apply to all Accessory Buildings or Structures or uses serving such Structures.

[Code 1960, § 18-17]

**Sec. 90-17. Zoning in progress, applicability, temporary hold on permits and licenses**

(1) *Purpose.* The zoning in progress doctrine (“zoning in progress”) allows the town to apply, on a retroactive basis, if necessary, changes to zoning regulations or to the zoning district status of property, to previously approved or currently in process development applications. Additionally, the zoning in progress allows a temporary hold on permits and licenses if there is a change in zoning, which is already in progress that would affect the permit or license.

(2) *Initial adoption of zoning regulations.* Zoning in progress shall be applied to the initial adoption of this section in the following manner:

a. Zoning in progress shall not apply to the extent that vested rights are established.

b. Zoning in progress shall apply to applications for development approvals, which were filed with the town after the cut-off date established in paragraph (3) below. Upon the adoption of any impact fees, all applicants will be responsible for the remittance of same to the town, irrespective of time of filing of the application, up to and including to the time of issuance of a building permit.

c. Zoning in progress shall not apply to the grant of any moratorium waiver specifically granted by the town commission.

(3) *Future amendments to zoning regulations.* When the Town is considering an amendment to the zoning regulations or the zoning map, the town may impose a temporary hold on any development applications pending before the town with respect to the subject of the amendment. The hold shall commence upon the date that the notice of zoning in progress is published in a newspaper of general circulation in the town (the “cut-off date”) and shall continue in effect for a period from the date of notice until the subject change, with or without amendments, shall have been approved or disapproved by the town commission or for a period of three months, whichever is sooner. The temporary hold shall not apply to development applications that conform with the more restrictive of the existing zoning text or map designation or the proposed zoning text or map designation. An affected person may appeal the town staff’s application of this provision to the town commission for review by the town commission by filing a notice with the town manager.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-18. - Charges for consulting services established.**

(1) Except for applications by a single-family homeowner in the H30A and H30B districts, the town manager or designee, in the review of any application, may refer any such application presented to it to such engineering, planning, legal, technical, or environmental consultant or professional(s) employed by the town as the manager shall deem reasonably necessary to enable him/her to review such application as required by law. Charges made by such consultant shall be in accord with the charges customarily made for such services in Miami-Dade County, and pursuant to an existing contractual agreement by and between the town and such consultant. Charges made by the town shall be in accord with the hourly rates charged by such consultants or hourly rates of employed professionals and shall be paid on submission of a town invoice.

(2) Unless prohibited by law, the applicant shall reimburse the town for the

cost of such consultant or employed professional services upon submission of a copy of the invoice, within 30 days of submission of a copy of the invoice. These fees are in addition to any and all other fees required by other law, rule or regulation of the Town Code.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-19. - Escrow accounts.**

At the time of submission of any application or thereafter, it is required that an escrow account be established, from which withdrawals shall be made to reimburse the town for the cost of professional review services. The applicant shall then provide funds to the town for deposit into such account in an amount to be determined by the town manager, based on evaluation of the nature and complexity of the application. The applicant shall be provided with copies of any town invoice for such services as they are submitted to the town. When the balance in such escrow is reduced to one-third of its initial amount, the applicant shall deposit additional funds into such account to bring its balance up to the amount of the initial deposit. If such account is not replenished within 30 days after the applicant is notified, in writing, of the requirement for such additional deposit, the town may suspend its review of the application. An application shall be deemed incomplete if any amount shall be outstanding. A building permit, certificate of use and occupancy or other action shall not be issued unless all professional review fees charged in connection with the application have been reimbursed to the town. Once all pertinent charges have been paid, the town shall refund to the applicant any funds remaining on deposit.

**Secs. 90-20 — 90-36. Reserved.**

## ARTICLE II. ADMINISTRATION AND ENFORCEMENT

### DIVISION 1.GENERALLY

#### Sec. 90-36. Comprehensive plan.

All development undertaken by and all actions taken in regard to development orders concerning land covered by the comprehensive plan shall be consistent with such plan. All land development regulations enacted or amended shall be consistent with the comprehensive plan.

[Code 1960, § 18-92]

[State law references: Adoption and amendment of comprehensive plan, F.S. § 163.3184 et seq.; adoption of zoning or land development regulations, F.S. §§ 163.3194, 166.041.]

#### Sec. 90-37. Permits, plats and filing fees.

(a) *Permits.* No building shall be erected, constructed, altered, moved, converted, extended or enlarged without the owner or owners first having obtained a permit therefor from the town manager. Such permit shall require conformity with the provisions of these regulations. When issued, such permit shall be valid for a period of 180 days.

(b) *Preliminary drawings, plot plans, etc.*

(1) All applications for building permits shall be accompanied by drawings and plot plan, in triplicate, showing all dimensions of lot lines, location of all proposed buildings, all yard dimensions, existing and proposed yard grades and first floor elevations.

(2) A survey prepared, signed, and sealed by a licensed surveyor, showing all dimensions of the plot and dimensions of all existing structures and easements thereon and all existing grades on plot and crown of the road shall be submitted with all applications.

(3) The drawings shall contain suitable notations indicating the use of all land and buildings. A careful record of the original copy of such drawings, plats, survey and applications shall be kept in the offices of the town manager and a duplicate copy shall be kept at the building site at all times during construction.

(4) Submission of preliminary plans and survey, to the building official and the planning and zoning board, for compliance with this chapter shall be

required. Applicant shall, with the filing of such request, pay all applicable fees as provided in the town's schedule of fees.

- (5) A plot plan showing provisions for adequate drainage where required.
- (6) A rendering showing details of materials to be used on the exterior of the building.
- (7) A detailed landscaping plan, prepared by a registered landscape architect, including scale demonstrating actual size of plants to be used.

[Code 1960, § 18-77]

**Sec. 90-38. Site plan.**

(a) *Requirement for a site plan.* Where required by these regulations, a site plan shall be submitted to the town manager for transmittal to the appropriate town board and commission. Such site plan shall contain all information required by the town to determine compliance with the provisions of these regulations. Where required by other applicable laws, such site plan shall be prepared, signed and sealed by an engineer or architect licensed to practice in the state.

(b) *Content of a site plan.* A site plan drawn at a scale of one inch equals 40 feet or such other scale as may be approved by the town manager shall be prepared that will include and show, were applicable, the following information:

(1) All of the land in the lot, together with any adjacent or contiguous parcels in the same ownership, with such detail of adjacent properties and public ways as will relate the subject premises to the neighborhood and to the street pattern within 1,000 feet from the perimeter of the subject property. (Such information may be shown on a key map at a scale of one inch equals 1,000 feet.)

(2) The location size and shape of all existing and proposed buildings and uses on the subject site and the approximate locations and size of all existing buildings and structures on the abutting properties which are within 100 feet of the common lot line.

(3) In addition to the information required in subsections (a) and (b) of this section, the site plan shall also include the following information:

a. Location and size of all parking spaces, loading and unloading spaces, and of all existing and proposed driveway entrances and exits.

- b. Existing and proposed grades if such are significantly altered.
- c. Existing and proposed fences, walls, signs, architectural accents, street furniture and the locations and sizes of all advertising or graphic features.
- d. Location of all utility poles, fire hydrants, parking meters on adjacent streets and the location, type and size of all outdoor lighting.
- e. Existing and proposed landscaping, including any existing self-supporting perennial plant which has a trunk diameter of at least three inches, measured three feet above grade (at the base of the tree), and which normally grows to a minimum overall height of 15 feet. Proposed methods of irrigation shall also be shown.
- f. Schematic building plans, including plans, elevations and sections of all major structures.
- g. Tabulations of total gross square footage in the project and the percentages thereof proposed to be devoted to (i) the various permitted uses; and (ii) lot coverage by structures.
- h. Tabulation showing (i) the derivation of numbers of off-street parking and off- street loading spaces shown in subsection a. of this subsection; and (ii) total project density in dwelling units per acre.
- i. If common facilities (such as recreation areas or structures, common open space, etc.) are to be provided for the project, statements as to how such common facilities are to be provided and permanently maintained.
- j. Water, storm drainage and sanitary sewerage plans including information showing the projected volume of usage or discharge proposed.
- k. Plans indicating size and location of all proposed signs.
- l. Plans for recreation facilities, if any, including location, size and shape of all buildings proposed for such use.
- m. Location of facilities being provided for trash and garbage, location of any outdoor fixed seating, and the location of all other accessory structures.
- n. Such additional data, maps, plans, or statements as the town may require to fully describe and evaluate the particular use or

activity proposed.

The town manager shall have the right to waive submission of any of the items required herein if, in the town manager's opinion, such information is not required in order to render a decision on the site plan application as submitted.

[Code 1960, § 18-76]

**Sec. 90-39. Certificate of occupancy.**

- (a) No vacant land shall be occupied or used until a Certificate of Occupancy shall have been issued by the town building official.
- (b) No premises shall be used and no buildings hereafter erected or structurally altered shall be used, occupied, or changed use until a Certificate of Occupancy and compliance shall have been issued by the town building official, stating that the building or proposed use of a building or premises complies with the building laws and the provisions of these regulations.
- (c) Certificates of Occupancy and compliance shall be applied for within ten days after the erection or structural alteration of such have been completed in conformity with the provisions of these regulations. A record of all certificates shall be kept on file in the office of the town manager.

[Code 1960, § 18-78]

**Sec. 90-40. Changes and amendments.**

- (a) *Changes and amendments.* The town commission may, from time-to-time, amend, supplement, or change by ordinance, the boundaries of the districts or the regulations herein established.
- (b) *Reconsideration of district boundary changes.* When a proposed change in district boundaries has been acted upon by the town commission and disapproved or failed of passage, such proposed change, in the same or substantial similar form, shall not be reconsidered by the town for a period of at least one year following the date of such action.
- (c) *Withdrawal of a petition.* Any petition for amendment, supplement, or change may be withdrawn by a request in writing from the petitioner at any time before a decision of the town commission, but if withdrawn after advertisement for a public hearing or posting of the property, the same or a substantially similar petition covering the same property shall not be resubmitted, except by the town manager or a member of the town commission, sooner than one year after date established for the prior hearing. Filing fees shall not be refunded upon withdrawal.

- (d) *Adoption method for land use and zoning map changes.* Applications for amendments to the land use map and rezonings shall be adjudicated through the same procedures as required for ordinance adoption as required by law.
  
- (e) *Zoning change criteria.* Application for zoning change review criteria. In order to approve an application for zoning change the town commission must find that the application complies with each of the following criteria. The applicant is required to provide a report at the time the application is filed which includes documentation that the application complies with each of the below criteria:
  - a. The zoning change is consistent with the comprehensive plan;
  - b. The proposed change will result in development that is consistent in scale and character with those within 300 feet of the site;
  - c. The resulting boundaries of the zoning district are logically drawn;
  - d. The proposed change will not reduce property values in the town;
  - e. The proposed change will enhance the quality of life in the town; and
  - f. There are substantial and compelling reasons why the proposed change is in the best interests of the town.

[Code 1960, § 18-79]

**[State law references: Zoning amendments, F.S. §§ 163.3194, 166.041.]**

**Secs. 90-41-90-50. Reserved.**



## **DIVISION 2.PLANNING AND ZONING BOARD**

### **Sec. 90-51. Created.**

There is created a town planning and zoning board.

[Code 1960, § 18-32]

### **Sec. 90-52. Membership; terms of officers; vacancies; meetings; quorum.**

(a) The planning and zoning board shall consist of five members and a first alternate member and a second alternate member. The term of each appointment shall be for a period of two years. Each member of the commission shall be entitled to one appointment to the board, subject to the approval of a majority of the commission; any member of the commission shall have the right to replace his or her appointment for the unexpired term in the case of removal or vacancy, subject to the approval of a majority of the commission. Any member may be removed and replaced, with or without cause, by a majority vote of the town commission. Terms shall expire on the last Tuesday of March of the applicable year, except that applications for hearings filed before March 10<sup>th</sup> of the applicable year shall be heard by the then existing board.

(b) A vacancy shall exist on the date that any member ceases to possess any of the qualifications for membership established herein and a vacancy shall exist when a member has been absent from three consecutive regularly convened meetings of the board, or has been absent from five regularly convened meetings of the board within a board year.

(c) The board year shall commence on the last Tuesday of April in each year. Regular meetings of the board shall be held on the last Tuesday of each month and three members present shall constitute a quorum; however, three affirmative votes shall be required to approve a request for a variance.

(d) One commissioner, appointed by the town commission, shall be a liaison, nonvoting representative; and, the town manager shall be an *ex officio* member without vote. Neither the commission representative nor the town manager may be counted in determining that a quorum is present.

(e) Meetings of the board may be held in the town hall or community center, or virtually when otherwise permitted by law or emergency order. Special meetings must be called by the chairman upon approval of a quorum. Records shall be kept of all proceedings.

(f) 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.

(g) Vacancies on the planning and zoning board shall be filled by appointment for the unexpired term in the same manner as original appointments are made. Appointed members of the board shall not, during their term, hold any other public office, paid position, or serve on any other board under the town government, except as a member of a temporary board, or that of a voluntary fireman. Membership on this board shall cease concurrently with the filing of a nominating petition for town commission.

(h) Removal: At any time that the Town Commission determines that one or more board members are not acting in the best interests of the Town's residents, it may vote to remove said board member (s) and replace in the manner set forth for filling vacancies in subsection (h) above.

[Code 1960, § 18-83]

**Sec. 90-53. Officers.**

One member shall be elected by the planning and zoning board as chairman, at its first regular meeting in April of each year. In addition, the board shall, at the same time, elect one of its members as vice-chairman. In the event of the resignation, removal, or inability of the chairman to serve, the vice-chairman shall succeed to the position of chairman 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 his absence, the vice-chairman shall preside. The chairman shall submit to the town commission all reports and recommendations of the planning and zoning board. 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.

[Code 1960, § 18-84; Ord. No. 1364, § 1, 6-11-96]

**Sec. 90-54. Recommendations.**

The planning and zoning board will submit its recommendations to the town commission, by and through the chairman or vice-chairman.

[Code 1960, § 18-85]

**Sec. 90-55. Power 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. Such recommendation shall be undertaken in accordance with the provisions of F.S. chs. 163 and 166. In all cases where a recommendation is not made within 60 days after referral, the town commission may act upon adoption without such recommendation;

(c) To review and make recommendations to the town commission, on applications pertaining to site plans (if applicable) zoning changes, special exceptions, conditional uses, variances, 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 shall act as the variance and appeals board pursuant Chapter 42, "Floods

[(Ord. No. 1524, § 2, 6-09-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1598, § 2, 1-15-13; Ord. No. 1618, § 2, 3-11-14; Ord. No. 18-1689 , § 2, 9-12-18)]

### **Sec. 90-56. Expenditures; indebtedness.**

The Town Commission may authorize the expenditure by the planning and zoning board of such funds as the commission may deem necessary to the performance of 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.

[Code 1960, § 18-87]

**Sec. 90-57. Reserved**

[Code 1960, § 18-88]

**Sec. 90-58. Zoning Applications; rules of procedure.**

The following rules shall govern procedure on all applications for zoning changes, special exceptions, conditional uses, and/or variances:

(1) All applications shall be submitted to the planning and zoning board on the prescribed form and accompanied with the prescribed fee(s) as listed in the Town's adopted schedule of fees. The planning and zoning board shall be required to meet and hold a public hearing not later than 30 days after receipt of such zoning, special exception, conditional use, or variance request. The board shall make its views and recommendations known to the town commission for the town commission's determination. If the board fails to take action within the prescribed time, the commission shall assume its duties.

(2) A public hearing shall be advertised at least once in a local newspaper of general circulation and publicly posted in the town hall as required by Florida Statute. Written courtesy notices shall be sent by first class mail, return receipt requested, to affected property owners within a radius of 375 feet. Where practicable, such advertising shall contain, in addition to a legal description, a street address, together with the specific intended use in layman's language, *i.e.*, "apartment house" rather than "multiple dwelling," "meat market" rather than "SDB40" or "business zoning." Such notice shall be approved by the town planner prior to mailing and proof of such mailing shall be submitted to the Town prior to the hearing.

(3) A notice, 18 inches by 24 inches, shall be placed in a prominent place on the property by the applicant at his own expense denoting the following:

**ZONING CHANGE REQUESTED**

for use as  
(here insert use)  
Public Hearing at Town Hall

(here insert date and time)  
(Yellow background/black letters)

Such notice to be posted not less than ten days prior to such hearing and shall remove the notice three days after the appropriate board takes final action regarding the application.

(4) A posted notice shall contain the requested use change in laymen's language as in subsection (3) of this section. Posted notice shall be of standard size in standard colors, approved by town manager before erection.

(5) All applications for rezoning must be made and presented by the fee title owner or owners of the property sought to be rezoned or by a tenant or attorney for the owner with the owner's written approval.

(6) Applications for variances, conditional uses and special exceptions shall follow, substantially, the same procedure as applications for zoning changes.

(7) A copy of each variance, special exceptions, conditional use or zoning change and ordinance affecting change in this chapter shall be sent to each member of the planning and zoning board by the town manager after the commission grants it. All variances granted by the town commission shall be kept in a journal kept for such purpose.

[Code 1960, § 18-89; Ord. No. 1252. §§ 1, 2, 5-14-91]

#### **Sec. 90-59. Review of building permits.**

(a) Prior to the issuance of building permits, all applications for new Structures, additions or exterior changes which affect the exterior dimensions of any Structure, together with any applicable detailed plans, specifications and plot plans, shall be submitted to the planning and zoning board for its review and recommendations as provided in section 90-61.

(b) To assure that the architectural design shall be in harmony with the architecture of the neighborhood, the planning and zoning board shall suggest such changes in the design of the structure to preserve the traditional aesthetic treatment and excellence of design of the community. In considering the design of the building, the board shall consider and render a recommendation as to any element or facet of the design and location of the building.

[Code 1960, § 18-90]

## **Sec. 90-60. Special meeting or special public hearing.**

In the event, upon the request of any applicant, the planning and zoning board should call a special meeting or special public hearing other than specifically required by this chapter, the applicant shall thereupon pay the appropriate fee for such meeting set forth in the town's adopted fee schedule to help defray the costs and expenses of calling the special meeting or special public hearing. The applicant shall also pay any other applicable fees as listed in the town's adopted fee schedule. Nothing contained in this section shall obligate or require the planning and zoning board to call a special meeting or special public hearing except as may be provided in this chapter.

[Code 1960, § 18-91]

## **Sec. 90-61. Design Review**

The design review process is set forth as follows:

(a) 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 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 hereto 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.

i. 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.

ii. 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 approve, approve with conditions, or disapprove the design review application. With regard to the design review process, no applicant shall be required to appear before the board more than twice per application.

iii. 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.

(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.

### **Sec. 90-62. - Single-family and duplex development review process.**

*90-62.1 Permits.* No single-family or duplex building shall be erected, constructed, altered, moved, converted, extended or enlarged without the owner or owners first having obtained a building permit from the building official. Such permit shall require conformity with the provisions of these regulations. When issued, such permit shall be valid for a period of 180 days. However, the town manager or designee may grant an extension to the permit due to an uncontrollable act of nature of up to 180 days.

*90-62.2.* The building official reviews all applications for building permits or certificates of occupancy for compliance with the provisions of the zoning code and all other applicable codes. The building official shall issue a building permit if the applicant demonstrates that the proposed development is in compliance with all applicable codes and in compliance with any and all development orders issued in connection with the project, and that all fees have been paid.

*90-62.3 Permit card.* Upon approval of plan specifications and application for permit and payment of required fees, the building official shall issue a permit. The building official shall issue a permit card for each permit which shall bear the description of the property, identify the work being done, identify the owner and contactor and other pertinent information, and such card shall be maintained in a conspicuous place on the premises effected there by the hours of work and available on demand for examination.

*90-62.4 Permit requirements.* The Florida Building Code as amended is hereby adopted as the regulation governing the construction of buildings and structures in the town. All qualified applicants desiring a permit to be issued by the building official as required shall file an application in writing on a form provided by the town. No development shall occur until and unless the building official has issued a building permit.

*90-62.5 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 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.

90-62.6 Single-family and duplex development shall be subject to design review by the planning and zoning 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 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 meeting and remove the notice three days after the conclusion of the planning and zoning 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 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 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 meeting.

90-62.7 The following shall be exempt from planning and zoning board and design review; however, the design guidelines shall be followed:

- (1) Interior or rear yard fences.
- (2) Interior renovations.
- (3) Single-family and duplex awnings.
- (4) Screens.



- (5) Driveways.
- (6) Re-roofs.
- (7) Trellis.
- (8) Storage sheds.

90-62.8 The following are required for submittal to the planning and zoning board for design review applications:

- a. Survey with site elevation information in NGVD29 (plans must follow same standard)
- b. Location sketch
- c. Site Plan with zoning data table and clear dimensions
- d. Elevations
- e. Floor plans
- f. Landscape drawings
- g. Photos of property and neighboring properties with clear descriptions
- h. Renderings
- i. Diagrams depicting identification and calculation of:
  - i. Lot coverage
  - ii. Landscape/pervious areas
  - iii. Setbacks
- j. For applications adding second floor to existing first floor, must show building appraisal to determine 50% trigger for additional requirements/improvements (to be reviewed by Building Department)
- k. Identification of colors and materials

90-62.9 Effective period of planning and zoning board design review approval. A design review approval from the planning and zoning 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 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. The foregoing provision of this paragraph shall not apply if the governmental approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

(Ord. No. 1514, § 2, 4-14-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1598, § 2, 1-15-13; Ord. No. 1604, § 2, 8-13-13; Ord. No. 1618, § 2, 3-11-14; Ord. No. 1623, § 2, 7-8-14; Ord. No. 1650, § 2, 8-10-16 ; Ord. No. 17-661 , § 3, 5-9-17; Ord. No. 18-1689 , § 2,

9-12-18)

**Sec. 90-63. - Development review requirements for submittals other than single-family and duplex.**

- (1) Generally. Review and approval of a site plan by staff reviewing agencies and 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 planning and zoning board meetings. 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 are provided below.
  - a. Survey with site elevation information in NGVD29 (plans must follow same standard)
  - b. Location sketch
  - c. Site Plan with zoning data table and clear dimensions
  - d. Elevations
  - e. Floor plans
  - f. Landscape drawings
  - g. Photos with clear descriptions
    - i. Of property and neighboring properties
  - h. Renderings
  - i. Context diagrams – showing proposed in context of neighboring structures
  - j. Streetscape diagrams for all frontages
  - k. Diagrams depicting identification and calculation of:
    - i. Lot coverage
    - ii. Landscape/pervious areas
    - iii. Setbacks
  - l. Elevations
  - m. Floor plans for all levels
  - n. Landscape drawings
  - o. Parking calculations
  - p. Shade study diagram
  - q. Sections
  - r. Identification of colors and materials

*90-63.2 Exempt development.* Notwithstanding any other provision of this chapter, the following activities shall not require site plan approval, however, may require design review 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.

*90-63.3 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 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. The foregoing provision of this paragraph shall not apply if the governmental approval expressly established a specific time limitation for utilizing the approval. In such instances, the time limitation established by such resolution shall prevail.

(Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11; Ord. No. 1598, § 2, 1-15-13; Ord. No. 1618, § 2, 3-11-14; Ord. No. 18-1689, § 2, 9-12-18)

Secs. 90-64-90-70. Reserved.

## **DIVISION 3. NONCONFORMING USES, LOTS AND STRUCTURES**

### **Sec. 90-71. Nonconforming Lots.**

If the owner of a lot in any district does not own a parcel or tract of land immediately adjacent to such lot, and if the deed or instrument under which such owner acquired title to such lot was of record prior to the adoption of the ordinance from which this division was derived, or any amendment thereto which requires a larger minimum lot size than currently exists, the owner may use such lot for improvements that conform in all other respects to applicable zoning regulations. Any existing building which may be located on such a nonconforming lot may be altered or enlarged: provided such alteration or enlargement meets all other applicable requirements of these zoning regulations.

[Code 1960, § 18-61]

### **Sec. 90-72. Nonconforming use of land.**

In a residential or tourist district where vacant land is being used as a nonconforming use, and such use is the main use and not accessory to the main use conducted in a building, such use shall be discontinued not later than two years from the date of passage of the ordinance from which this division was derived. During the two-year period, such nonconforming use shall not be extended or enlarged either on the same or adjoining property.

### **Sec. 90-73. Nonconforming use of land and/or buildings.**

Except as otherwise provided herein, the lawful use of a building or lawful accessory use of land existing at the effective date of the ordinance from which this division was derived may be continued, although such use does not conform to the provisions hereof. If no structural alterations are made, a nonconforming use of a building may be changed to another nonconforming use of the same or of a more restricted classification. Whenever a nonconforming use has been changed to a more restricted use or to a conforming use, such use shall not thereafter be changed to a less restricted use. The nonconforming use of a building may be hereafter extended throughout those parts of a building which were lawfully and manifestly arranged or designed for such use at the time of passage of the ordinance from which this division was derived.

[Code 1960, § 18-63]

### **Sec. 90-74. Discontinuance of nonconforming uses.**

No building or land, or portion thereof, used in whole or in part as a nonconforming use in any zoning district, which remains idle or unused for a continual period of six months, or for 18 months during any three-year period, irrespective of whether or not existing equipment or fixtures which contribute to the nonconformity are removed, shall

again be used except in conformity with the regulations of the district in which such building or land is located.

[Code 1960, § 18-64]

**Sec. 90-74.1. Discontinuance of nonconforming structure.**

(a) If, for any reason, the use of a nonconforming structure remains idle or unused for a continual period of six months or for 18 months during any three-year period, the nonconforming structure may not be used again for any use until it is made to conform with the regulations of the district in which such structure is located and with all of the provisions of the Town Code, including this chapter 90.

(b) This section 90-74.1 shall apply to all nonconforming structures, including those which became idle or in an unused condition prior to the adoption of this section 90-74.1.

[Ord. No. 1449, § 2, 1-13-04]

**Sec. 90-75. Destruction of a nonconforming use.**

No building which has been damaged by any cause whatever to the extent of more than 50 percent of the fair market value of the building immediately prior to damage shall be restored except in conformity with these regulations and all rights as a nonconforming use shall be terminated. If a building is damaged by less than 50 percent of the fair market value, it may be repaired or reconstructed and used as before the time of damage, provided that such repairs or reconstruction be substantially completed within 12 months of the date of such damage.

[Code 1960, § 18-65]

**Sec. 90-76. Reserved**

**Sec. 90-77. Buildings nonconforming in height, area or bulk.**

A building nonconforming only as to height, area or floor area requirements may not be altered or extended.,

[Code 1960, § 18-67]

**Sec. 90-78. 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.

[Code 1960, § 18-68]

**Secs. 90-79--90-89. Reserved.**

## DIVISION 4. SPECIAL EXCEPTIONS, CONDITIONAL USE PERMITS AND VARIANCES

### Sec. 90-90. Conditional uses.

(a) *Purpose.* The purpose of this section is to provide a process which is designed to determine if certain uses, hereafter referred to as conditional uses, should be permitted. Special review of conditional uses is required because such uses are generally of a public or semipublic character and are essential and desirable for the general convenience and welfare of the community; but because of the nature of the use and possible impact on neighboring properties, require the exercise of planning judgment on location and site plan.

(b) *Conditional uses enumerated.* The following buildings, structures, and uses may be approved by the town commission as conditional uses in any district in which they are specifically allowed, as indicated within the provisions for individual zoning districts. Approval of such conditional use(s) in accordance with the procedures and standards of this section shall only be granted where it has been clearly shown that the public health, safety, morals, and general welfare will not be adversely affected; that adequate off-street parking facilities, in accordance with this chapter, will be provided; and that necessary safeguards will be provided for the protection of surrounding property:

- (1) Religious institutions
- (2) Institutions educational or philanthropic, including museums, but not including nursing homes or hospitals.
- (3) Off-street parking lots.
- (4) Public and governmental buildings.
- (5) Public utilities or public service uses, buildings, structures and appurtenances thereto.
- (6) A bar accessible from the pool or pool deck for use solely by guests of hotels in the H120 district. In all cases, it shall be the exclusive responsibility of the owner, operator, tenant or user of the property to assure that neither the sale nor consumption of beverages shall occur or be allowed to occur off the property or on any portion of the property lying east of the bulkhead line.
- (7) Bars
- (8) Hotel swimming pools in the H30, H40, and H120 districts



- (9) Veterinary office
- (10) Pump stations in MU and CF districts
- (11) Electric Vehicle Charging Stations in the MU and CF districts.
- (12) Outdoor dining facilities in the H40 and H120 district
- (13) Rooftop photovoltaic solar system
- (14) Car canopies, constructed of canvas and pipe in accordance with section 90-185 in a front, side or rear yard setback in the H30A, H30B and H30C districts
- (15) Helistop / Heliport
- (16) Any other use set forth as a conditional use elsewhere in this code

(c) *Site plan required.* Each application for approval for a conditional use shall be accompanied by a site plan. Such site plan shall be prepared in accordance with the provisions of section 90-38. In addition, each application shall be accompanied by a letter and sign and sealed survey indicating compliance with all of the provisions of section 90-38, and any additional information as may be required to permit a determination of the exact nature of the proposed use and its effect on surrounding properties, the adjacent neighborhood, and its consistency with the town's adopted comprehensive plan.

(d) *Procedures; conditional uses.* Applications for approval of a conditional use shall conform with the procedural requirements of section 90-94. The planning and zoning board's report to the town commission may contain recommendations regarding conditions which should be imposed by the town commission in approving the conditional use. The town commission may establish these and/or additional conditions for an approval by a simple majority vote.

(e) *Annual Permit Requirements.* After approval by the Town Commission, a Conditional Use shall be required to obtain an annual permit. The Town Manager or designee shall review the annual permit application to determine if the Conditional Use continues to comply with requirements of this Code and any additional conditions approved by the Town Commission. This permit shall include a fee as established by the Town Commission. The permit shall be submitted for and proceed concurrently with the annual business tax receipt.

(f) *Revocation.* If the Conditional Use fails to meet requirements of this Code

or the conditions approved by the Town Commission, a Conditional Use permit may be revoked after the Conditional Use permit holder has been notified of these deficiencies. The administrative decision to revoke the Conditional Use may be appealed to the Town Manager within thirty (30) days of the revocation. The Town Manager shall schedule an informal hearing with the applicant and his decision shall be rendered within ten days of the meeting in writing. That decision will be considered final. Any decision made by the Town Manager regarding Conditional Use permits may be appealed to the Town Commission.

(g) Approval of a conditional use under this section shall lapse and/or be extended under the provisions of section 90-93.

[Code 1960, § 18-69; Ord. No. 1407, § 1, 1-11-00]

### **Sec. 90-91. Variances.**

(a) *Purpose, definition, scope and limitations.* A variance is a relaxation of the terms or provisions of the Code of the Town of Surfside (Town Code) where such action will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of actions of the applicant, a literal enforcement of the Town Code would result in unnecessary and undue hardship on the property. As used in this section, a regular variance is authorized only for lot coverage, dimensions of yards, setbacks, other open spaces, building spacing, parking, or loading requirements. A heightened variance may be granted for any other restriction in this code provided the entire town commission approves it unanimously upon a finding that all variance standards have been met and that the variance(s) and project are in the best interest of the town.

(b) *Uses and height of structures not subject to regular variance.* A variance is authorized only as set out in subsection (a).

(1) Under no circumstances shall the town commission grant a regular variance that would allow a use of property that is not allowed within the zoning district under the Town of Surfside Comprehensive Plan and the Town Code.

(2) Under no circumstances shall the town commission grant a regular variance that would allow height of development and structures within the Town of Surfside that exceeds the maximum building heights that are set out in the Town of Surfside Comprehensive Plan or the Town Code, whichever provisions are more restrictive.

(c) *Nonconforming uses and structures not grounds for granting variance.* Nonconforming use of neighboring lands, structures, or buildings in the same zoning district, and permitted use of lands, structures or buildings in any other

district, shall not be considered grounds for granting a variance.

(d) *Town manager not authorized to vary terms of section.* The town manager has no authority to relax the terms of this section. Authority to grant variances is lodged solely with the town commission.

(e) *Application requirements.* An application for a variance shall be filed by the owner of the property upon which the variance is requested or the owners designated representative. The following shall, at minimum, be required to support a variance application: Statements of ownership and control of the property, executed and sworn to by the owner or owners of 100 percent of the property described in the application, or by tenant or tenants with the owners' written, sworn consent, or by duly authorized agents evidenced by a written power of attorney if the agent is not a member of the Florida Bar. Only applications which the town commission is authorized to consider and act upon shall be accepted for filing. The application shall be on a form provided by the town manager, and shall include any required application fee.

(f) *Staff review.* The town manager shall review the application to determine whether the proposed variance complies with the general purpose and standards set forth herein. The town manager shall compile a written staff report summarizing the facts regarding the application, including all relevant documents. The complete staff report shall be transmitted to the planning and zoning board and to the town commission.

(g) *Review by planning and zoning board and by the town commission.* The town manager shall schedule the variance application for a meeting of the planning and zoning board. The planning and zoning board shall conduct one public hearing on the variance application, review the application, and make recommendations to the town commission for final action. The town manager shall then schedule the variance application, including the recommendation of the planning and zoning board, for a meeting of the town commission.

(1) *Public hearing.* The town commission shall hold one public hearing on the variance application.

(2) *Action by the Town Commission.* In considering whether to approve or deny the application, the town commission shall review the application, the purposes and standards set forth in this section, the staff report, the recommendation of the planning and zoning board, and relevant evidence, including oral and written comments received at the public hearing. No regular variance shall be granted except upon the affirmative vote of at least four members of the town commission. No heightened variance shall be granted except upon the affirmative vote of all five members of the commission.

(h) *Standards of review.* The town commission shall approve a variance only if the variance applicant demonstrates by clear and convincing evidence that all of the following are met and satisfied:

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) The special conditions and circumstances do not result from the actions of the applicant or a prior owner of the property;

(3) Literal interpretation of the provisions of the Town Code deprives the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Town Code and results in unnecessary and undue hardship on the applicant;

(4) The hardship has not been deliberately or knowingly created or suffered to establish a use or structure which is not otherwise consistent with the Town of Surfside Comprehensive Plan or the Town Code;

(5) An applicant's desire or ability to achieve greater financial return or maximum financial return from his property does not constitute hardship;

(6) Granting the variance application conveys the same treatment to the applicant as to the owner of other lands, buildings, or structures in the same zoning district;

(7) The requested variance is the minimum variance that makes possible the reasonable use of the land, building, or structure; and

(8) The requested variance is in harmony with the general intent and purpose of the Town of Surfside Comprehensive Plan and the Town Code, is not injurious to the neighborhood or otherwise detrimental to the public safety and welfare, is compatible with the neighborhood, and will not substantially diminish or impair property values within the neighborhood.

(9) For a heightened variance, the requested variance(s) and the project they are a part of are all in the best interest of the town.

(i) *Conditions and restrictions.* The town commission may impose such conditions and restrictions upon the premises benefitted by a variance as may be necessary to comply with the standards set out in this section, and to prevent or minimize adverse effects on other property in the neighborhood. Violation of such conditions and restrictions, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Town Code, and shall constitute grounds for revocation of the variance.

(j) *Expiration of approval.* The approval of a variance shall be void if the applicant does not obtain a building permit or other development order to implement the variance within 12 months after the granting of the variance. An applicant who has obtained approval of a variance may request an extension of this time period within the original approval period. The town commission, in its discretion, may grant one or more extensions for a period of up to a total of one year for good cause shown by the applicant, provided the request for extension is made prior to the lapse of the variance.

(k) *Amendments and alterations to approved variances.* Any expansion to an approved variance and any addition to or expansion of an existing variance shall require the same application, review, and approval as required under this section for the original variance.

[Code 1960, §§ 18-72, 18-73; Ord. No. 1299, § 1, 10-13-92; Ord. No. 1450, § 2, 4-13-04]

### **Section 90-91.1. Practical difficulty variance.**

In order to provide homeowners with the ability to implement ground-floor additions for existing homes, in the H30B district, where existing lot coverage is at or within 20% of the allowable lot coverage, the Planning and Zoning Board may grant a practical difficulty variance to allow an addition that increases the total lot coverage to no more than 50% of the lot area. The addition shall be limited to the ground floor only, and no subsequent alteration of the building may increase second floor area unless the lot coverage is reduced to the regularly applicable maximum 40% of the lot area. The addition shall comply with all other provisions of this code, and shall not result in a new configuration of the roofline other than that necessary to integrate the addition.

### **Sec. 90-92. Special exceptions.**

The following are special exceptions which may be granted by resolution requiring at least four affirmative votes of the town commission:

- (1) Nonconforming uses as follows:
  - a. To determine the existence of a nonconforming use as required under division 3 of this article.
- (2) Other special use exceptions as follows:
  - a. To determine, in cases of uncertainty, the classification of any use not specifically named in these regulations; provided, however, such use shall be in keeping with uses specifically listed in the district.
  - b. Aggregation of lots for a unified development site that increases density and/or floor area, provided same has also been approved by a super-majority of the Planning and Zoning Board.
- (3) Any other use or development activity specified elsewhere in this code as requiring a special exception.

[Code 1960, §§ 18-70, 18-71]

### **Sec. 90-93. Lapse of special exception, conditional use or variance.**

After the town commission has approved a special exception, conditional use, or variance, the special exception, conditional use, or variance so approved or granted shall lapse after the expiration of one year from its effective date if a building permit has not been issued, or if no substantial construction or change of use has taken place in accordance with the plans for which such special exception, conditional use, or variance was granted. However, for good cause shown, the town commission may grant an extension of up to one year provided the owner requests the extension prior to the expiration of the original approval.

[Code 1960, § 18-74]

### **Sec. 90-94. Special exception and conditional use.**

- (a) *Purpose and intent.* The development and execution of a comprehensive zoning ordinance is based upon the division of the community into zoning districts in which the use of land and buildings and the bulk and location of buildings in relation to the land are substantially uniform. However, it is recognized that within

the town generally, or within certain zoning districts in particular. certain structures, uses, and/or occupancies specified in this chapter are of a nature requiring special and intensive review to determine whether or not they should be permitted in specific locations, and if so, the special limitations, conditions, and safeguards which should be applied as reasonably necessary to promote the general purpose of this chapter, and in particular, to protect adjoining properties and the neighborhood from avoidable potentially adverse effects. It is further intended that the expertise and judgment of the town commission be exercised in making such determinations, in accordance with the rules, considerations, and limitations relating to special use permits as established herein.

(b) *Applications for special exceptions or conditional uses.* All applications for special use permits shall be filed with the town manager, and the town manager is hereby charged with the responsibility for their receipt, fee collection, processing, and/or distribution.

(1) Applications for special exceptions or conditional uses shall be made by the owner of the subject property, on forms provided for the purpose, and shall be accompanied by such plans, reports, or other information, exhibits, or documents as may be reasonably required to make the necessary findings in the case.

(2) The applicant shall, upon filing an application for special exception or conditional use, pay to the town the applicable fee set forth in the town's adopted fee schedule, which fee shall be nonrefundable. The applicant shall also pay any other applicable fees as listed in the town's adopted fee schedule.

(3) For the purposes of establishing time limitations on processing, no application shall be deemed to have been filed unless and until such applications shall have been completed; all plans, reports or other information, exhibits, or documents required by this chapter or any administrative rules adopted pursuant hereto shall have been fully complied with; and all fees due at the time of filing shall have been paid.

(4) If during the processing of any application, it is determined by the designated agent, agency, or body of the town, that in the particular circumstances of such case, additional information is required to make necessary findings bearing on its approval, denial, or conditions and safeguards to be attached, such information may be requested. Failure to supply such supplementary information may be used as grounds for denial of the permit.

(c) *Content of special application.* Where applicable to the activity or development for which a special exception or conditional use is required and where necessary to formulate a decision on an application for special exception or

conditional use, all of the following elements shall be required:

- (1) Names of the owners of the proposed development or activity and a statement describing in detail the character and intended use of the proposed development or activity.
- (2) General location map, showing relation of the site or activity for which the special exception or conditional use is sought to major streets, existing utilities, shopping areas, important physical features in and adjoining the project or activity and the like.
- (3) A survey of the subject property dated within six months of the date of the application, showing all existing structures, easements, *etc.* Such survey shall be sealed by a surveyor licensed to practice in the state.
- (4) A site plan in accordance with the requirements of section 90-38.

(d) *Findings which shall govern issuance of special exception or conditional use approvals.* Approval shall not be granted until the town commission has determined that all of the following conditions have been satisfied:

- (1) *Compliance with the comprehensive plan and this chapter.* The proposed use of the subject property is consistent with the purpose and intent of the town's comprehensive plan, and the proposed use is one which is permitted to be established within the district in which the subject property is located, subject to the approval of the application.
- (2) *Orderly development.* The location, type, character and size of the use and of any building or other structure in connection therewith shall be in harmony with the appropriate and orderly development of the town and the neighborhood and will not hinder or discourage the appropriate development and use of adjacent property.
- (3) *Property values and character.* The proposed use will not depreciate adjacent property values and the size and height of all proposed buildings and the extent of all proposed site improvements shall both be such as to harmonize with the existing character of the neighborhood in which such use is to be established.
- (4) *Public safety.* The nature and location of the proposed use and of any building or other structure therewith shall be such that there is adequate access to it for the purpose of fire protection, police protection, and other emergency equipment.
- (5) *Traffic considerations.* The streets serving the proposed use are adequate to carry all prospective traffic; adequate provision is made for



entering and leaving the subject site in such a manner that no undue hazard to traffic or undue traffic congestion shall be created; adequate off-street parking and loading facilities are provided as required by article V of these regulations; and the development of the subject site provides for the continuation and appropriate improvement of adjacent streets and alleys.

(6) *Landscaping and buffers.* The site on which the proposed use is to be located will be suitably landscaped to protect the neighborhood and adjacent property and the proposed use of the subject property will not result in the loss of any existing buffering between the subject site and adjacent single-family residentially zoned properties. When adequate buffering is not found to exist, sufficient buffers between the proposed use and adjacent properties shall be provided.

(7) *Relationship to utility systems, drainage systems and impact on community facilities.* The subject site has adequate water and sewerage systems to service the proposed use. Adequate provision for stormwater drainage can be provided without adversely affecting neighboring properties or adjacent public drainage systems, adequate provision has been provided for enclosed onsite storage of all trash and garbage and the proposed use will not adversely impact existing community facilities.

(8) *Compliance with zoning regulations.* In addition to meeting the other conditions described herein, the proposed use and the arrangement of all proposed buildings, structures, facilities and other site improvements shall comply with all applicable provisions of these zoning regulations.

(e) *Procedures regarding special exceptions or conditional uses.*

(1) The town commission shall be solely responsible for determinations on applications for special exception or conditional use.

(2) The town commission shall refer all applications to the planning and zoning board for recommendations after holding a public hearing, and may make referrals to other agencies, bodies, or officers for review, analysis, and/or technical findings and determinations and reports thereon.

(3) Three affirmative votes of the commission shall be required to approve an application. The Town Commission may approve, approve with conditions, or deny an application.

(4) An application may be withdrawn at any time, but if withdrawn after the public hearing has been convened at which it was to be considered, substantially the same application shall not be considered again until 12 months after the date of withdrawal.

(f) *Conditions and safeguards.* The town commission, in approving a special exception or conditional use, may impose such restrictions as appear to the commission to be reasonable to protect or promote the rights of individuals, property values and the environment in the area as a whole, the public health, safety or welfare, sound planning and zoning principles, improved land use, site planning and land development, or better overall neighborhood compatibility. Such restrictions may concern, without limitation, the components of the site plan; building location, size and layout; distribution of and relationship between uses and structures; vehicular and pedestrian circulation; parking; open space; landscaping and screening; signs and lighting; and the design and architectural treatment of all structures.

(g) *Substantial construction within one year.* If substantial construction has not begun on a building or structure, or no use has been established on a lot for which a special exception or conditional use was approved by the town commission, within one year from the date of issuance of such special permit for such building, structure or use, such special permit shall become null and void. Substantial construction shall include the erection of all foundation structures and at-grade slabs.

However, in its discretion, and for good cause, the town commission, upon request of the applicant prior to the lapse of the approval, may extend for an additional one year the period for the beginning of substantial construction or establishment of a use, provided such extension shall be granted only once for any particular special exception or conditional use.

(h) *Mandatory inspections.* Each applicant, successor or assign shall make the premises available to the designated agent, agency or body of the town authorized to make the following inspections. Such agents of the town responsible for the enforcement of the terms of approval of the special exception or conditional use, and attached safeguards and/or conditions shall make regular inspections of the subject property to assure compliance with all provisions, conditions and safeguards of such special use permit.

(i) *Building permits and certificates of use or occupancy.* Where building permits or certificates of use or occupancy are required by this chapter or other codes or ordinances of the town, no such building permit or certificate of use or occupancy shall be issued where this chapter requires special exception or conditional use unless and until any and all required special exception or conditional use approvals have been obtained. Where uses or occupancies do not require building permits or certificates of use or occupancy, but are otherwise subject to requirements of this chapter, no such use or occupancy shall be initiated or maintained unless and until any and all special exception or conditional use approvals herein in relation thereto have been obtained.

[Code 1960, § 18-75]

**Secs. 90-95--90-99. Reserved.**

**DIVISION 5. – Reserved**

**Secs. 90-100- 90-120. Reserved.**

**ARTICLE III. ZONING DISTRICTS ESTABLISHED; ZONING MAP**

**Sec. 90-121. Districts established.**

In order to regulate and restrict the location of trades and residences, and the location of buildings erected or altered for specific uses, to regulate or limit the height and bulk of buildings hereafter erected or structurally altered, to regulate and limit population density of same and the intensity of the use of lot areas, and to regulate and determine the areas of yards, and other open spaces within and surrounding such buildings, the following zoning districts are hereby established:

- (1) H30A and H30B. Districts wherein building masses are restricted to a maximum building height of 30 feet.
- (2) H30C. A district wherein building masses are restricted to a maximum building height of 30 feet.
- (3) H40. A district wherein building masses are restricted to a maximum building height of 40 feet.
- (4) H120. A district wherein building masses are restricted to a maximum building height of 120 feet.
- (5) SD-B40: A special district wherein building masses are restricted to a maximum building height of 40 feet.
- (6) Municipal (MU). Town-owned properties and park. Municipal zoning districts are designated as town-owned lands are acquired.
- (7) Community Facilities (CF). Town-owned community facilities.

**Sec. 90-122. Identification of district maps.**

Such land and the zoning district classification thereof shall be shown on a map designated as the Zoning District Map of Surfside, Florida originally adopted on August

8, 2010, as part of Ordinance No. 1558 and re-adopted along with this ordinance. This zoning district map and all notations, dimensions, references, and symbols shown thereon pertaining to such districts shall be as much a part of these regulations as if fully described herein, and shall be filed as part of these regulations by the clerk of the town. Such map shall be available for public inspection in the offices of the town clerk and the town manager and any later alterations to this map, adopted by amendment as provided in these regulations. shall be similarly dated, filed, and made available for public reference.

[Code 1960, § 18-5; Ord. No. 1430, § 2, 8-13-02]

### **Sec. 90-123. Interpretation of district boundaries.**

(a) *Map symbols.* A district name or letter-number combination shown on the district maps indicates that the regulations pertaining to the district designated by that name or letter-number combination extend throughout the whole area in the municipality bounded by the district boundary lines which such name or letter-number combination is shown or indicated, except as otherwise provided by this section.

(b) *Interpretation.* Where uncertainty exists with respect to the boundaries of the various districts as shown on the map accompanying and made a part of these regulations, the following rules shall apply:

(1) In cases where a boundary line is given a position adjacent to or within a street or alley, easement, or canal, it shall be deemed to be in the center of the street, alley, easement, or canal and if the actual location of such street, alley, easement or canal varies slightly from the location as shown on the district map, then the actual location shall control.

(2) In cases where a boundary line is shown as being located a specific distance from a street line or other physical feature, this distance shall control.

(3) Where the district boundaries are not otherwise indicated and where the property has been or may hereafter be re-subdivided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the map accompanying and made a part of these regulations are bounded approximately by lot lines, such lot lines shall be construed to be the boundary of such districts unless such boundaries are otherwise indicated in the map or by ordinance.

(4) All water areas within the zoning jurisdiction are considered to be within a zoning district and controlled by applicable district regulations. Straight line district boundaries over water areas shall be assumed to continue as straight lines until they intersect with each other or with the town

limit line.

[Code 1960, § 18-6]

**Secs. 90-124--90-144. Reserved.**

**ARTICLE IV. DISTRICT REGULATIONS**

**Section 90-145. Regulated Uses.**

Applicability and validity of tables. Nothing shall be used to misconstrue or reinterpret the provisions, limitations and allowances made here in.

- (a) *Purpose.* Permitted uses are considered to be fundamentally appropriate within the district in which they are located and are deemed to be consistent with the comprehensive plan. These uses are permitted as of right, subject to the required permits and procedures described in this section. Permitted uses require final site plan review and approval for compliance with the standards applicable to a particular permitted use as provided in this zoning code.
- (b) *Permits required.* Except as explicitly provided herein, no use designated as a permitted use in this chapter shall be established until after the person proposing such use has applied for and received all required development permits.
- (c) *Table—Regulated uses.*

	H30A	H30B	H30C	H40	H120	SD-B40
<b>Residential Uses</b>						
Detached single-family	P(1)	P(1)	P(1)	P(1)	P(1)	-
Duplex	-	-	P	P	P	-
Multi-dwelling structure	-	-	P	P	P	-
Townhouse	-	-	P	P	P	-
<b>Lodging uses</b>						
Hotel	-	-			P(7)	-
Suite-Hotel	-	-			P(7)	-
<b>Office Uses and Professional Services</b>						
Banks	-	-	-	-	-	P
Business and professional offices	-	-	-	-	-	P
Currency exchange	-	-	-	-	-	P
Delivery service	-	-	-	-	-	P(9)

Employment agencies	-	-	-	-	-	P(9, 17)
General ticket agencies			-	-		P
Interior decorator	-	-	-	-	-	P
Loan or mortgage office	-	-	-	-	-	P(9)
Medical or dental clinic	-	-	-	-	-	P(9)
Medical marijuana dispensary	-	-	-	-	-	-
Psychic reading, advising, and consulting, palmistry, clairvoyance, astrological interpretation, tarot card reading, spiritual consultation, or fortune telling	-	-	-	-	-	P(9)
Radio or television station or studio	-	-	-	-	-	P(9)
Savings and loan associates	-	-	-	-	-	P
Secretarial service, mailing, bookkeeping, court reporter	-	-	-	-	-	P(9)
Stocks and bond brokers	-	-	-	-	-	P
Taxi agency	-	-	-	-	-	P(9)
Telegraph station	-	-	-	-	-	P
Telephone exchange	-	-	-	-	-	P
Title company	-	-	-	-	-	P(9)
Travel agency	-	-	-	-	-	P
Veterinary office	-	-	-	-	-	CU(25)
Retail and General Commercial Uses						
Antique shops	-	-	-	-	-	P
Appliances	-	-	-	-	-	P
Art and photograph galleries	-	-	-	-	-	P
Art dealers	-	-	-	-	-	P
Art supplies	-	-	-	-	-	P
Beauty/personal services	-	-	-	-	-	P(19)
Health club or studio	-	-	-	-	-	P(16,19)
Books and newspaper	-	-	-	-	-	P
Cigars and tobacco	-	-	-	-	-	P
Coin-operated machines			-	-		P(15)
Department stores	-	-	-	-	-	P
Drug stores	-	-	-	-	-	P(30)
Dry cleaning and laundry agency	-	-	-	-	-	P(10)

Dry goods			-	-		P
Flowers and plants	-	-	-	-	-	P
Furniture	-	-	-	-	-	P(14)
Furrier	-	-	-	-	-	P
Gift shops			-	-		P
Hardware, paint and wallpaper	-	-	-	-	-	P
Jewelry	-	-	-	-	-	P
Locksmith	-	-	-	-	-	P(11)
Luggage			-	-		P
Men's, women's, children's clothing	-	-	-	-	-	P
Millinery	-	-	-	-	-	P
Office machines and supplies	-	-	-	-	-	P
Pet supplies			-	-		P (31)
Photographers and camera stores	-	-	-	-	-	P
Pottery	-	-	-	-	-	P
Sale of televisions, radios, phonograph and recording equipment	-	-	-	-	-	P
Sheet music and musical instruments			-	-		P
Shoe repair	-	-	-	-	-	P(20)
Shoes	-	-	-	-	-	P
Sporting goods			-	-		P
Stationery and greeting cards	-	-	-	-	-	P
Sundries	-	-	-	-	-	P
Tailor	-	-	-	-	-	P
Toys	-	-	-	-	-	P
Video tapes sales and rentals	-	-	-	-	-	P(12)
Food Services						
Bakeries						
Candy and nut shops			-	-		P(13)
Caterers	-	-	-	-	-	P
Confectionary and ice cream stores	-	-	-	-	-	P(13)
Delicatessens	-	-	-	-	-	P(13)
Fruit shops			-	-		P(13)

- - - - - P

Grocery and meat stores or supermarkets	-	-	-	-	-	P(13)
Liquor stores	-	-	-	-	-	P(13)
Restaurants	-	-	-	-	-	P(13)
Outdoor dining facilities						P(24)
Educational Services						
Dance or music instruction studios						
Institutions, educational or philanthropic, including museums						CU
Driving school offices			-	-		P(9, 21)
Modeling school, language school, or athletic instruction	-	-	-	-	-	P(9)
Public schools	-	-	P	P	-	-
Places of Assembly						
See RLUIPA Map and Ordinance 07-1479						
Civic Uses						
Parks and open space						
Playgrounds	P	P	P	P	P	-

Key: P: Permitted    Blank: Not Permitted    (#): Refer to Notes    CU: Conditional Use

Uses	Municipal	Community Facilities
Library	P	P
Parks & Open Space	P	P
Playgrounds	P	P
Community Center	P	P
Gymnasiums	P	P
Town Offices	P	P
Police Facilities	P	P
Pump Stations	CU(23)	CU(23)
Parking	P	-
Electric Vehicle Charging Station	P(29)	P(29)



Key: P: Permitted    Blank: Not Permitted    (#): Refer to Notes    CU: Conditional Use

Accessory uses	H30A	H30B	H30C	H40	H120	SD-B40
Boat docks + moorings	P(2)	-		-	-	-
Game courts	P(2)	P(2)	P(2)	P(2)	P(2)	-
Home Bar-B-Q grills	P(2)	P(2)	P(2)	P(2)	P(2)	-
Laundry/service rooms	-	-	P(5)	P(5)	P(5)	-
Office spaces	-	-		P(3)	P(3)	-
Recreational rooms	-	-	P(4)	P(4)	P(4)	-
Swimming pools	P(2)	P(2)	P(2)	P(2)	P(2)	-
Hotel Swimming pools	-	-	CU(2)	CU(2)	CU(2)	-
Vending machines	-	-	P(6)	P(6)	P(6)	-
Bar	-	-	-	-	CU(2)	P
Outdoor dining facilities	-	-	-	CU	CU	-
Electric Vehicle Charging Station	P(27)	P(27)	P(28)	P(28)	P(28)	P(29)
Pet Grooming						P(31)
Heliport/helipad				CU	CU	CU

Key: P: Permitted    Blank: Not Permitted    (#): Refer to Notes    CU: Conditional Use

(d) *Uses table notes.*

(1) Detached single-family dwellings, subject to the following restrictions and limitations, as follows:

- a. No structure shall be used or permitted to be used and no structure shall be hereafter erected, constructed, moved, reconstructed, structurally altered or maintained for any purpose which is designed, arranged or intended to be used or occupied for any purpose other than as a one-family residence, including every customary use not inconsistent therewith.

- b. Every use not specifically authorized and permitted is prohibited and nothing herein shall authorize or be construed to permit the renting of a room or a portion of the property or improvement; or, to permit the use of any part of the premises as a business, office or establishment for the purpose of carrying on any business or the practice of rendering personal, trade or professional services, except as provided under the "Home Office" provision of this Code.
  - c. An accessory or subordinate building, attached or detached from the main premises in a single-family district, shall be construed to permit the use of such building for the purposes of garages, cabanas, storage and home workshops (non-commercial). However, nothing herein shall authorize or be construed to permit the occupancy or the use of any accessory building or structure, as a place of abode or dwelling, and no cooking or kitchen facilities shall be permitted.
- (2) Shall be for private-use only limited to residents and guests only and not public access.
  - (3) Shall be limited to an area of not more than two percent of the gross floor area of the building for administration of rental units in a building containing ten or more living units.
  - (4) Shall be limited to lounges, card rooms and auxiliary kitchens which are solely for the use of residents and guests.
  - (5) Shall be for the use of residents and guests of a multiple-family dwelling and shall not be for public access. Coin-operated laundry machines may be utilized.
  - (6) Shall be allowable only inside buildings containing ten or more living units or guest rooms.
  - (7) May provide a beauty/personal services, dining room, and coffee shop, bar or cocktail lounge, telegraph office, tobacco, candy, and newsstand, automobile rentals where rental vehicles are not kept on premises, ready to wear shops, travel agencies, gift and sundry shops, coin operated machines, washing machines, and marble, coin or amusement machines (other than gambling devices), and diet and health spas providing services solely to guests; provided, however, that such facilities may be entered only from the inside of the structure and there shall be no window or evidence of such facilities from outside the hotel or motel.
  - (8) Shall conform to the following restrictions and conditions:
    - a. That no baking shall be done on the premises for other retail or wholesale outlets.
    - b. That ovens or oven capacity is limited in total usable baking space, not to exceed in volume 18 standard pans of 18 by 26 inches in width and length.

- c. That adjoining properties shall be safeguarded and protected from exhaust fan or other obnoxious noises and odors at all times.
  - d. That all baking will be done by the use of electric or natural gas (not bottled gas) ovens only.
  - e. All machinery and equipment shall be entirely confined within the main building.
  - f. That the hours of baking operation shall be limited to those hours between 6:00 a.m. and 9:00 p.m.
  - g. That the entire store area shall be fully air-conditioned as required for comfort.
  - h. That baking shall not be permitted within 20 feet of the store front, and shall be separated from the sales area by a partition or counter.
- (9) Shall only be allowed above the first floor. This shall apply to all service agency categories.
- (10) Provided all machinery which provides cleaning or laundry services shall be separated from customer areas by a partition or counter and no customers shall be permitted to use such machinery. In addition, all dry cleaning machinery shall be non-ventilated, sealed system type machinery in which "Fluorocarbon R-113" type solvents are used.
- (11) Shall not be visible from sidewalk or street and shall not be permitted fronting Harding Avenue.
- (12) Provided all tapes sold are prerecorded, and all tapes are rated either G, PG, PG-13, or R.
- (13) Provided that no sales shall be made through an open window to any street, alley, driveway or sidewalk.
- (14) Provided no repairing or servicing of furniture is permitted on the premises.
- (15) Coin-operated machines for dispensing goods or services are permitted, except that washing machines, dryers and other laundry-related equipment are prohibited. No coin-operated games of chance are permitted, but coin-operated games of skill are permitted within establishments solely dispensing liquor, for consumption on the premises only; provided, however, that not more than three such games of skill are permitted in any such establishment, and that such games shall not be used for wagering nor for the awarding of prizes of any value.
- (16) Shall only be allowed above the first floor and such studios meet all of the following restrictions and conditions:
- a. That the premises be air conditioned and soundproofed.
  - b. That no dance instruction or dancing shall be visible from any sidewalk, street or alley.

- c. That the opening and closing hours for such studios may be established by the town commission at its discretion at any time.
- (17) Shall only be allowed above the first floor and such use shall maintain at all times sufficient office space to accommodate all applicants for employment using their services and obviate the congregating or loitering of such applicants in any hallway or on any sidewalk.
- (18) Reserved.
- (19) Services including tanning, hair removal (except for shaving normally associated with barbershops) and licensed therapeutic massage shall not be visible from the public right-of-way.
- (20) Provided no machinery for providing repairs shall be visible from the sidewalk or street and no shoe repair shop shall be permitted on Harding Avenue.
- (21) Provided such use shall be limited to offices only, and shall not be interpreted in any manner as permitting the conduct of any such school's or schools' business, activities or functions upon the public streets of the town.
- (22) A bar accessible from the pool or pool deck for use solely by guests of hotels and their guests in the H120 district. In all cases, it shall be the exclusive responsibility of the owner, operator, tenant or user of the property to assure that neither the sale nor consumption of beverages shall occur or be allowed to occur off the property or on any portion of the property lying east of the bulkhead line.
- (23) Reserved.
- (24) Outdoor dining facilities on private property shall be permitted subject to all applicable zoning code requirements. Outdoor dining facilities that are on public right-of-way shall be solely subject to the open air cafe requirements provided in chapter 18 of this Code of Ordinances.
- (25) Veterinary office is a facility for the diagnosis and treatment of pet animals.

Pet animals are defined as dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds and fish retained for the purposes of being kept as a household pet.

Veterinary offices approved by conditional use are subject to the following:

- a. Animals shall be walked on the premises in an enclosed area and all waste shall be disposed of immediately.
- b. No overnight boarding shall be permitted.
- c. Soundproofing shall be required and the noise outside the building shall not exceed that of average daily traffic measured at the lot line.
- d. No malodor shall be perceptible at the boundary of the premises.

- e. All waiting rooms and patient areas shall not be visible from the public right-of-way.
  - f. A minimum of ten percent of the floor area of the establishment shall provide retail sales located at the front of the establishment.
  - g. Grooming shall be permitted as an ancillary use to a veterinary service.
  - h. There shall be a minimum distance separation of 400 feet between veterinary offices.
  - i. A violation of any of the conditions described in subsection 90-41(d)(25)a.— h., or a violation of the standards of review in section 90-23.2 or a violation of additional conditions required by the town commission, shall result in the rescinding of the conditional use permit after the conditional use permit holder has been notified of these deficiencies. An administrative decision to revoke the conditional use permit may be appealed to the town manager within 30 days of the date of the revocation. The town manager shall schedule an informal hearing with the applicant and the town manager's decision shall be rendered in writing within ten days of the meeting. Any decision made by the town manager regarding conditional use permits may be appealed to the town commission.
- (26) Provided that no animals including without limitation dogs, cats, ferrets, rabbits, turtles, gerbils, hamsters, cows, horses, sheep, and other domestic animals or livestock shall be sold on the premises.
- (27) Electric vehicle charging stations shall be limited to personal use and shall not be used for purposes of wholesale or retail sales. All components of the electric vehicle charging station shall be wall mounted and completely concealed from view. The station shall be elevated or designed so that all electrical components are 12 inches above the 100-year floodplain.
- (28) Electric vehicle charging stations shall contain a retraction device, coiled cord, or a place to hang cords and connectors above the ground surface. The station shall be elevated or designed so that all electrical components are 12 inches above the 100-year floodplain.
- (29) Electric vehicle charging stations shall be limited to electric vehicle charging level 2 or level 3 electric vehicle charging stations only and contain a retraction device, coiled cord, or a place to hang cords and connectors above the ground surface. The station shall include the following: (a) voltage and amperage levels; (b) usage fees, if any; (c) safety information; and (d) contact information to report issues relating to the operation of the equipment. The station shall be elevated or designed so that all electrical components are 12 inches above the 100-year floodplain.
- (30) The following uses shall be separated from similar existing uses, or similar approved but unbuilt uses, within the town limits, by the minimum distances specified below, measured from front door to front door:

- a. For purposes of this calculation, front door shall mean the primary public access to the business which shall not include any alley, rear or secondary access point.
  - b. Drug stores: eight hundred fifty (850) feet.
- (31) Pet grooming may be permitted as accessory to pet supplies provided:
- a. Animals shall be walked on the premises in an enclosed area and all waste shall be disposed of immediately.
  - b. No overnight boarding shall be permitted.
  - c. Soundproofing shall be required and the noise outside the building shall not exceed that of average daily traffic measured at the lot line.
  - d. No malodor shall be perceptible at the boundary of the premises.

(Ord. No. 1504, § 2(Exh. A), 5-13-08; Ord. No. 1514, § 2, 4-14-09; Ord. No. 1551, § 2, 3-13-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1561, § 2, 10-12-10; Ord. No. 1563, § 2, 11-9-10; Ord. No. 1566, § 2, 1-18-11; Ord. No. 1572, § 2, 4-12-11; Ord. No. 1601, § 2, 4-9-13; Ord. No. 1608, § 2, 10-8-13; Ord. No. 1611, § 1, 2-11-14; Ord. No. 1617, § 2, 3-11-14; Ord. No. 17-1666, § 3, 12-12-17; Ord. No. 19-1705, § 2, 11-12-19)

**Section 90-146. Prohibited uses.**

Medical marijuana dispensaries shall not be permitted within the town boundaries pursuant to Section 381.986(11)(b)1, Florida Statutes (2019).

**Section 90-147 through 90-148. Reserved.**

**Sec. 90-149. - Short term rental of single-family dwellings, duplex dwellings, multi-family dwellings and townhomes.**

(a) *Definitions and registration:*

(1) *Intent.* The Town of Surfside recognizes that the unregulated rental of single family, duplex, multi-family, and townhome dwelling units by seasonal residents uniquely impacts certain neighborhoods within the town. Therefore, it is necessary and in the interest of the public health, safety, and welfare to the monitor and provide reasonable means for citizens of the Town to mitigate impacts created by such rental of such dwelling units within the Town as set forth in this article.

(2) *Definitions.* For the purpose of this section, the following terms, phrases, words, abbreviations and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the

plural number.

a. *Owner* shall mean the person whom is vested ownership, dominion, or title of property.

b. *Responsible party* shall mean the owner or the person designated by the owner of the property to be called upon to answer for the maintenance of the property and the conduct and acts of seasonal residents of single family, duplex, multi-family, and/or townhome dwelling units.

c. *Seasonal resident* shall mean guests, tourists, lessees, vacationers, or others who lease a single family, duplex, multi-family, and townhouse dwelling unit for valuable consideration for a period of time between one day to no more than six months.

d. *Short-term rental* shall mean any occupancy of a single family, duplex, multi-family, and townhouse dwelling unit for a period of time between one day to no more than six months provided however the terms of this short term rental ordinance shall not apply to film and print productions and use of the aforementioned premises for those purposes.

(3) *Registration required.* It shall be unlawful for any person to allow another person to occupy any single family, duplex, multi-family, and townhouse dwelling unit as a seasonal resident within the Town of Surfside, or offer such rental services within the town, unless the person has been registered with the town in accordance with provisions of this section. A registration is required for each rental period for which the single family, duplex, multi-family, and/or townhouse dwelling unit is rented. No more than three (3) registrations shall be issued within a 12-month period. Every person required to procure a registration under this Section shall submit a formal application to the town manager or designee.

(4) *Application for registration.* Applications for registration shall set forth and/or include at a minimum:

a. Address, lot, block and subdivision name of single family, duplex, multi-family, and townhouse dwelling unit offered for rental;

b. Name, address, and phone number of owner of said single family, duplex, multi-family, and/or townhouse dwelling unit;

c. Name, address, and emergency contact phone number of responsible party for said single family, duplex, multi-family, and townhouse dwelling unit, which shall be a 24-hour, seven days a

week contact number;

d. That the phone number for the responsible party will be answered 24 hours a day, seven days a week by a party with authority to address or coordinate problems associated with the single family, duplex, multi-family, and townhouse dwelling unit;

e. Acknowledgements by owner of the following:

i. That all vehicles must be parked in the driveway of the single family, duplex, multi-family, and townhouse dwelling unit and clear of all grassy areas and sidewalk sections pursuant to Town of Surfside Code of Ordinances;

ii. That it shall be unlawful to allow or make any noise or sound which exceed the limits set forth in the Town's Noise Ordinance;

iii. That no garbage container shall be located at the curb for pickup before 12:00 pm of the day prior to pickup, and garbage container shall be removed before midnight of the day of pickup;

iv. That whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance of a single family, duplex, multi-family, and townhouse dwelling unit, or, having been authorized, licensed, or invited is warned by the owner or lessee, to depart the unit and refuses to do so, commits the offense of trespass in a structure or conveyance;

f. Proof of owner's current ownership of the single family, duplex, multi-family, and townhouse dwelling unit.

g. Issuance or refusal of registration. The town manager or his designee shall issue a registration to the applicant upon proof of the following:

i. The owner and/or responsible party completes the Town of Surfside registration application form; and

ii. The registration fee has been paid to the town; and

iii. Incomplete registration applications are unacceptable and requested registration shall not issue.

h. Registration not transferable. No registration issued under this article shall be transferred or assigned or used by any person other



than the one to whom it is issued, or at any location other than the one for which it is issued.

i. Expiration of registration. All registration issued under the provisions of this article shall be valid for the rental period requested in the application.

j. Complaints. Whenever a violation of this article occurs, or is alleged to have occurred, any person may file a written complaint. Such complaint, stating fully the causes and basis thereof, shall be filed with the town manager or his designee.

(b) *Fees for registration.* The Town is authorized and shall charge a fee for registration to compensate for administrative expenses. The fees for registration shall be set forth in a resolution adopted by the commission of the Town of Surfside, and may be amended from time to time.

(c) *Resort tax and enforcement.*

(1) *Payment of resort tax required.* Owners are subject to payment of the resort taxes as establish by the laws of the Town of Surfside.

(2) *Violations of this section:*

a. Are subject to the fines as set forth in the schedule of fines adopted by resolution.

b. In addition to or in lieu of the foregoing, the town may seek injunctive relief.

c. Any code compliance officer may issue notices for violations of this ordinance, with enforcement of section ~~90-41.1~~ 90-149 and alternative enforcement of section 1-8 as provided in Chapter 1 of this Code. Violations shall be issued to the owner, manager, real estate broker or agent, or authorized agent, or any other individual or entity that participates in or facilitates the violation of this section. In the event the record owner of the property is not present when the violation occurred or notice of violation issued, a copy of the violation shall be served by certified mail on the owner at its mailing address in the property appraiser's records, in the event the notice is returned as unclaimed or refused, notice may be provided by posting on the property, and a courtesy notice by first class mail to the contact person identified in subsection (4)c. above.

(d) *Previously existing short term rentals.*

(1) Only those properties that were previously recognized as eligible for short term rental under the terms of Ordinance Nos. 1573, 1600, or 1620 may be made available for short term rental, subject to accounting for and payment of all sums due in connection with resort taxes and occupational licenses, maintaining all certificates of occupancy and/or inspections current, and maintaining appropriate registration with the State of Florida as a Transient Apartment, Resort Dwelling, or Resort Condominium pursuant to Chapter 509, Florida Statutes, as of November 10, 2011.

[Ord. No. 1573, § 2, 5-10-11; Ord. No. 1600, § 2, 2-12-13; Ord. No. 1620, § 2, 6-10-14]

**Sec. 90-150 through 90-154. Reserved.**

**Sec. 90-155. District regulations tables.**

Height, area and bulk requirements for the various districts shall be as indicated in the chart below together with the use, height and bulk regulations contained elsewhere in this chapter.

Table I

District	Minimum Lot Requirements		Minimum Yard Requirements <sup>6</sup>					Minimum Floor Area	Maximum Lot Coverage
	Lot Area per Dwelling Unit in Square Feet	Lot Width in Feet	Height	Depth Front Yard in Feet	Interior in Feet	Corner in Feet	Depth Rear Yard in Feet		
<b>H30A - Single family residential</b>	8,000	50	30	20 <sup>10</sup>	5 <sup>11</sup>	10 <sup>11</sup>	20 <sup>10</sup>	2,500	First Flr. – 40% Second Flr – 32%
<b>H30B - Single family residential</b>	5,600	50	30	20 <sup>10</sup>	5 <sup>11</sup>	10 <sup>11</sup>	20 <sup>10</sup>	1,800	First Flr. – 40% Second Flr – 32%
<b>H30C - Residential</b>									
Single-Family	5,000	50	30	20	5 <sup>11</sup>	10 <sup>9 11</sup>	20	1,800	--
Duplex	2,500	50	30	20	5 <sup>11</sup>	10 <sup>9 11</sup>	20	950	--
Multifamily	2,000	75	30	20	7 <sup>11</sup>	10 <sup>9 11</sup>	10 <sup>8</sup>	950 <sup>7</sup>	--

District	Minimum Lot Requirements		Minimum Yard Requirements <sup>6</sup>				Depth Rear Yard in Feet	Minimum Floor Area	Maximum Lot Coverage
	Lot Area per Dwelling Unit in Square Feet	Lot Width in Feet	Height	Depth Front Yard in Feet	Interior in Feet	Corner in Feet			
<b>H40 District</b>									
Single-family	5,000	50	30	20 <sup>12</sup>	5 <sup>11</sup>	10 <sup>11</sup>	10 <sup>8</sup>	1,800	--
Duplex	2,500	50	30	20 <sup>12</sup>	5 <sup>11</sup>	10 <sup>11</sup>	10 <sup>8</sup>	950	--
Multifamily <sup>9</sup>	750	75	40	20 <sup>12</sup>	7 <sup>11</sup>	10 <sup>11</sup>	10 <sup>8</sup>	See Table II <sup>7</sup>	--
Hotel	400	100 <sup>2</sup>	40	20 <sup>12</sup>	7 <sup>11</sup>	10 <sup>11</sup>	20	See Table II <sup>7</sup>	--
Townhouse (more than 2 units)	550	150 <sup>2</sup>	30	20 <sup>12</sup>	5 <sup>11</sup>	10 <sup>11</sup>	10 <sup>8</sup>		First Story 60%
									Second story 55%
									Third story 40%
									--
<b>H120 District<sup>3</sup></b>									
Multifamily	400	100	120 <sub>13</sub>	40 <sup>5</sup>	10	20	30	See Table II <sup>7</sup>	--
Hotel	--	150	120 <sub>13</sub>	40 <sup>5</sup>	10	20	30	See Table II <sup>7</sup>	--
<b>SDB40 District</b>	<b>No dwelling units permitted</b>	<b>No minimum</b>	<b>40</b>	<b>None required</b>	<b>None required</b>	<b>None required</b>	<b>None required</b>	--	--

1. A dash (-) indicates no applicable regulation.

2. However, the minimum lot width on through lots running from Collins Avenue to Harding Avenue shall be 100 feet provided such minimum width is continuous from Collins to Harding Avenue.

3. On those lots and parcels within this district where construction is regulated by the

State of Florida Coastal Construction Code, swimming pools and their associated decks may be constructed at any lot or parcel west of the ocean bulkhead line, provided such structures and their adjacent decks do not project more than eight feet above grade. Lot area in this district shall be measured from the front property line to the ocean bulkhead line.

4. Whenever a lot abuts upon a public alley, one-half of the alley width may be considered as a portion of the required yard; however, a required yard of ten feet shall be provided exclusive of the alley width, and no portion of any building, including allowable encroachments, shall be permitted within ten feet of any alley.

5. Any building on which a foundation was commenced prior to June 1, 1992, is subject to a minimum front yard depth of 25 feet.

6. As modified by sections 90-177, 90-178, 90-179.

7. The number of efficiencies in any building shall not exceed five percent of the total number of dwelling units in said building. An efficiency is a dwelling unit of not less than 600 square feet, consisting of a combination living room/bedroom, with small or auxiliary rooms such as kitchenette, breakfast nook and bath, arranged so as to consist of only one habitable room. See Table II.

8. On lots or parcels within this district, the minimum depth of a rear yard abutting Collins Avenue, Harding Avenue or Abbott Avenue shall be 20 feet.

9. In the H40 district, lots with less than 75 feet of frontage may be used for multifamily development as provided in this code with the following interdependent limitations and requirements:

(1) A height limit of three residential floors plus one floor of parking (either at grade or below grade) with a maximum building height of 40 feet measured from the crown of the road abutting the property.

(2) Front setback shall be 25 feet, with other setbacks as stated in section 90-155, Table I, under H40, multifamily.

(3) At least 60 percent of the front setback shall be landscaped, except as may be otherwise approved by the town commission.

(4) Parking is absolutely prohibited in any portion of the front yard area, but is permitted in side and rear yards.

(5) Unit size minimum floor area shall be:

Efficiency	None permitted
One bedroom	1,000 square feet
Two bedrooms	1,150 square feet

Three bedrooms	1,350 square feet
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In order to qualify for these supplementary regulations all of the above requirements and limitations must be met without exception.

10. In H30A and H30B districts, lots in excess of 112.5 feet in depth, the combined depth of front and rear yards shall be a minimum of thirty-six (36) percent of lot's total depth. In no event shall front or rear yards be less than the minimum depth specified above.

11. In the H30A, H30B, H30C and H40 districts each side yard, for lots or parcels in excess of 50 feet in width, shall be a minimum of ten percent of the total width of such lot or parcel.

TABLE II. MINIMUM FLOOR AREA FOR APARTMENTS, AND HOTEL/SUITE-HOTEL ROOMS

Residential apartments		
	Efficiency	600 square feet
	One-bedroom apartment	800 square feet
	Two-bedroom apartment	950 square feet
	Three-bedroom or more apartment	1,150 square feet
	Minimum average unit size per building	1,000 square feet
Hotels, each room		350 square feet
Suite-hotels, for each room		525 square feet

12. Except as otherwise provided in these regulations on through lots, the required front yards shall be provided on each street. In lieu of that stated in section 90-155, table I, the required front yard setback applicable to Lots 10 through 18, Block 2, and Lots 11 through 20, Block 3, Normandy Beach Subdivision, Second Amended, shall be ten feet from Collins Avenue

13. Notwithstanding anything to the contrary within this entire zoning code, height for any building shall always be measured from the crown of the road abutting the property to the highest part of the roof. Only those allowances specifically described in Section 90-176 and 90-204 shall be permitted above the maximum height.

[Code 1960, ch. 18, art. Va; Ord. No. 1279, § 1, 5-12-92; Ord. No. 1391, § 1, 10-13-98; Ord. No. 1429, §§ 1, 2, 8-13-02; Ord. No. 1430, §4, 8-13-02; Ord. No.1436, § 2, 1-14-03]

**Sec. 90-156. - Rooftop photovoltaic solar systems.**

- (1) *Intent.* The provisions contained herein are intended to promote the health, safety, and general welfare of the citizens by permitting the installation of alternative energy systems while maintaining and adapting to the existing character of the district, subject to conditional use approval.
- (2) *Conditional accessory equipment.* Rooftop photovoltaic solar systems shall be conditional accessory equipment to conforming and nonconforming buildings and structures in all zoning categories. Nothing contained in this chapter shall be deemed to prohibit the installation of rooftop photovoltaic solar systems as accessory equipment to conforming and nonconforming buildings, including buildings containing nonconforming uses, provided conditional use approval is first obtained. Rooftop photovoltaic systems shall be evaluated for conditional use on the basis of the overall compatibility with neighboring structures, in terms of aesthetics, location, visibility, and integration with new and existing structures on the property. A conditional use shall not be denied on the basis of the appearance of the equipment used or limited in any manner that would unreasonably reduce the efficacy of the system. Said systems must be meet or exceed all applicable Florida Building Code requirements for high velocity wind zones.
- (3) *Height.* The height of rooftop photovoltaic solar systems shall not be greater than five feet above the roof and shall not exceed the town's maximum height limitation described in section 90-44.1.
- (4) *Tree removal.* Any removal of trees shall require a tree removal permit from Miami-Dade County.
- (5) *Maintenance.* The rooftop photovoltaic solar system shall be properly maintained and be kept free from hazards, including but not limited to, faulty wiring, loose fastenings, being in an unsafe condition or detrimental to public health, safety, or general welfare.

(Ord. No. 1623, § 2, 7-8-14)

**Secs. 90-157 - 90-175. Reserved.**

## ARTICLE V. SUPPLEMENTARY REGULATIONS

### DIVISION 1. GENERALLY

#### Sec. 90-176. Modifications of height regulations.

(a) In the H30A, H30B, and H30C districts, cupolas, chimneys, flagpoles, and similar architectural features occupying in the aggregate not more than one percent of the total roof area, may be erected to a reasonable and necessary height, not to exceed an additional three feet above the maximum building height established herein.

(b) In the SBD40, and H40 districts, spires, steeples, stair access ways, antennas, cupolas, chimneys, flagpoles, ventilators, tanks, elevator equipment rooms and similar architectural features and/or mechanical spaces, occupying in the aggregate not more than ten percent of the total roof area, and not used for human habitation, may be erected to a reasonable and necessary height, not to exceed an additional 12 feet above the maximum building height established herein.

(c) In the H120 district spires, steeples, stair access ways, antennas, cupolas, chimneys, flagpoles, ventilators, tanks, elevator equipment rooms and similar architectural features and/or mechanical spaces, occupying in the aggregate not more than 30 percent of the total roof area, and not used for human habitation, may be erected to a reasonable and necessary height, not to exceed an additional 20 feet above the maximum building height established herein. Notwithstanding anything to the contrary in this section, any enclosure above the maximum height for any enclosed elements of the building shall be less than 15 square feet. All rooftops and elements shall be designed in such a way that said elements meet the spirit and intent of the Design Guidelines, do not present a cluttered or drab appearance, and are consistent with the overall aesthetics of the property, as determined by the Planning and Zoning Board as part of Design Review.

(d) Regulations regarding stories, extensions in certain districts are as follows:

(1) An area in an H40 or H120 district, at least 42 inches below grade, that is used primarily for off-street parking spaces shall not be considered a story for the purpose of determining the number of stories allowed in section 90-155, however notwithstanding same, any height restriction herein shall not be exceeded.

(2) Underground facilities in an H120 district used primarily for off-street parking spaces may extend into the side and rear yards to the property lines, provided the top surface of such extensions is not more than five feet above grade. However, where such extensions are used for driveways leading to building entrances, the top surface of such extensions shall not

be more than eight feet above grade. In all cases, the front yard setback shall be landscaped in accordance with section 90-194.

[Code 1960, § 18-27; Ord. No. 1318, § 1, 8-10-93; Ord. No. 1437, § 2, 1-14-03]



**Sec. 90-177. Yards generally, allowable projections.**

- (a) Except as otherwise specified in this section, every part of a required yard shall be open to the sky.
- (b) Sills, cornices, roof eaves, and ornamental features may project up to 24 inches into any required yard in all districts except the H30A and H30B districts, and in H30C districts west of Harding Avenue. In the H30A and H30B districts and in H30C districts west of Harding Avenue, eaves of sloped roofs may project up to 24 inches into the side yard setback. All other ornamental or screening features in the H30A and H30B districts, including cornices, sills, frames, and fins, may project no more than 8 inches into any required yard.
- (c) Moveable awnings may be placed over doors or windows and may project not more than three feet into any required yard.
- (d) In connection with a single-family or duplex residence, air conditioning equipment, a pool pump or other mechanical equipment may be located in a required side or rear yard, provided such equipment is at least 15 feet from any other single-family or duplex residence and is not visible from any street or waterway.
- (e) In the H40 district on lots with less than 75 feet of frontage developed in accordance with the supplementary regulations provided in footnote 9 to the District Regulations table in section 90-155, unenclosed balconies may extend into a required front yard not more than 2 1/2 feet.
- (f) In all districts except the H120 district, open, unenclosed building entrance porches, platforms or paved terraces, not covered by a roof or canopy, and which do not extend above the level of the grade or entrance floor of the building, may extend or project into the required front or side yard not more than six feet.
- (g) In the H120 district, open unenclosed balconies may extend into a required front, side or rear-yard not more than five feet. However, provided a special exception is obtained in accordance with section 90-94, for the purpose of encouraging architectural creativity and break-up of building mass: for any "unbuilt" building area buildable as-of-right under the Code, 60 percent of such "unbuilt" area may be built, as open balconies, beyond the established five feet balcony setback. Further provided:
  - (1) The total area of all balconies built shall not exceed 65 percent of the total area of all balconies buildable as-of-right under the code; and
  - (2) Maximum extension of balconies shall not exceed three feet beyond the established five feet.

- (h) Provided a special exception is obtained in accordance with section 90-94, in the H120 district, for the purpose of creating architectural landmarks and icons and for the protection of pedestrian and vehicular traffic, a cantilevered canopy will be permitted in the required front yard, subject to the following:
- (3) The structure must be completely supported (cantilevered) from the main structure;
  - (4) The structure must be transparent in nature with a solid to transparent material ratio of no more than 35 percent solid to 65 percent transparent;
  - (5) The structure must not exceed 30 feet in width; and
  - (6) The structure must not extend more than 20 feet in the required front yard.

[Code 1960, § 18-28; Ord. No. 1319, § 1, 8-10-93; Ord. No. 1370, § 1, 7-8-97; Ord. No. 1417, § 2, 7-10-01]

**Sec. 90-178. Average Setbacks for H30A and H30B.**

- (a) Average front and side yard setbacks shall be determined in the following manner:
- Multiply the required average setback by the total length of all second-floor walls on the elevation facing the applicable yard
  - The total area of the applicable yard at the second floor exclusive of any other yard shall equal or exceed the resulting area.
- (b) H30A and H30B properties shall provide an average front setback (measured against the entire width of the wall parallel to and within 30 feet of the front lot line) as follows:
- Minimum: As per Section 90-155 and
    - Average front setback of 22.5 feet for the second floor where second floor lot coverage is less than 50% of the first floor
    - Average front setback of 25 feet for the second floor where second floor lot coverage is between 50% and 64% of the first floor
    - Average front setback of 30 feet for the second floor where second floor lot

coverage is between 65% and 80% of the first floor

(c) H30A and H30B properties shall provide minimum and average side setbacks (measured against the entire width of the wall parallel to and within 20 feet of the applicable side lot line) as follows:

- Minimum: As per Section 90-155 or 10% of the lot width, whichever is greater, and
  - Average side setback of 15% of lot width at frontage line, where second floor wall length is greater than 20% of the lot depth and second floor lot coverage is between 50% and 64% of the first floor
  - Average side setback of 20% of lot width at frontage line, where second floor wall length is greater than 20% of the lot depth and second floor lot coverage is between 65% and 80% of the first floor

[Code 1960, § 18-28; Ord. No. 1373, § 1, 7-8-97]

**Sec. 90-179. Modification of side and rear yard regulations.**

(a) The minimum width of side yards for libraries, churches and synagogues, recreational centers and other public and semipublic buildings located within a residential district shall be 15 feet.

(b) In all districts other than the H120, SDB40, and H40 districts, the required side yard setbacks for corner lots adjoining a street, or north or south canals, shall be a minimum of ten feet from the adjacent street or canal.

(c) In the H30A district, no building shall be erected within 25 feet of the seawall on Point Lake, north canal, or south canal, nor within 50 feet of the sea wall on any other body of water.

(d) In the H120 district, when a building exceeds a height of 30 feet, the width of each side yard shall be increased by one foot for every three feet of building height above 30 feet, provided, however, on a corner lot the minimum width of the side yard adjoining a street need not exceed 20 feet.

(e) Where a lot abuts an established alley, the depth of the rear yard shall be seven feet.

(f) When the first floor of a building in a H40 district is used primarily for off-street parking purposes, a side yard setback of ten feet and a rear yard setback of five feet shall be permitted in lieu of that stated in section 90-155, table I, provided such setback area is well landscaped and visual separation is provided between the parking areas and the adjacent properties. In addition, a single-stair tower may project into the Harding Avenue setback not more than 20 feet, provided that the total encroachment per floor does not exceed 500 square feet.

[Code 1960, § 18-30]

### **Sec. 90-180. Maximum frontage and depth of buildings.**

The intent of the maximum frontage and depth of buildings regulations is to preserve the existing and historical scale and character of these zoning districts with typical 50-foot and 75-foot frontage in the H30C and H40 districts and 100-foot to 150-foot frontage in the H120 district, accented with front courtyards, landscaped terraces and through view corridors, and to foster compatible scale relationships with abutting districts, so as to assure adequate light, air and open space within and adjacent to these zoning districts.

(1) In the H30C districts, building walls facing a public right-of-way shall not exceed 50 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 100 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 25 feet measured parallel to the public street right-of-way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.

(2) In the H40 district, building walls facing a public right-of-way shall not exceed 75 feet in length measured parallel to the public right-of-way. Maximum total building width or depth shall not exceed 150 feet. Adjacent segments of the building wall facing the public right-of-way shall vary in their setback by not less than 25 feet. Spaces (with building walls on three sides) formed by such setbacks or recesses in the building wall shall have a minimum width of 35 feet measured parallel to the public right-of-way. The open areas created by such setback variations shall be substantially landscaped with over-story and under-story plant material further to reinforce the visual separation of building wall segments and reduce the scale of the overall structure.

(3) The maximum frontage of any building on Collins Avenue (north to south) located in the H120 district shall not exceed 150 feet. No building in the H120 district may be erected, constructed or reconstructed with a depth in excess of 200 feet.

(4) All buildings so constructed shall meet all other requirements set forth for the district in which they are located.

(5) Notwithstanding the criteria normally applicable to regular variances, the Town Commission may approve variances from the requirements of this section for structures officially designated as Historic or as an Architecturally Significant Building based on findings that the variances are the minimal necessary to reasonably redevelop, modify, or renovate the property while preserving the historic or significant character of the structure and maintain the scale and character of the district.

[Code 1960, § 18-31; Ord. No. 1418, § 2, 7-10-01]

#### **Sec. 90-181. Vision clearance.**

As an aid to free and safe movement of vehicles at and near street intersections and in order to promote more adequate protection for the safety of children, pedestrians, operators of vehicles and for property, for proposed construction hereafter, there shall be limitations on the height of fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting on corner lots in all districts where front yards are required as follows:

- (a) All corner properties shall provide and maintain unobstructed corner clearance areas along both the front and side lot lines; and
- (b) All objects, fences, walls, gateways, ornamental structures, signs, hedges, shrubbery, and other fixtures, construction, and planting within any corner clearance areas shall provide unobstructed cross-visibility at a level between 30 inches and eight feet, with the exception of tree trunks that do not create a traffic hazard; and
- (c) The property owner shall be responsible for maintaining all landscaping within the corner clearance areas; and
- (d) It shall be unlawful for any person to plant or cause to be planted any tree or shrubs or to place any structure in the public right-of-way without a permit from the town manager or designee. The elevation grades of the public right-of-way adjacent to private property shall not be altered; and
- (e) Only turf as defined in section 90-85.2 of the Code shall be located within the public-right-of-way between the edge of any roadway or curb and the private property line; and

- (f) The placement of mulch within the public right-of-way is prohibited; and
- (g) The town manager or designee shall make the final determination regarding unobstructed corner clearance areas.
- (h) If any property owner fails to maintain clearances and conditions required by this section, the town shall take action pursuant to chapter 15, article I, code enforcement provided that should a property owner fail to remedy the violation within the timeframe provided by the notice of violation or the violation creates an immediate threat to the operation of any utilities or the life safety and welfare, the town may take action and assess costs pursuant to article III, property maintenance standards of chapter 14.

[Code 1960, § 18-32; Ord. No. 1317, § 1, 6-8-93]

**Sec. 90-182. Accessory buildings and structures.**

- (a) Accessory buildings which are not a part of the main building, although connected by an open breezeway, may be constructed in a rear yard provided such accessory building does not exceed 12 feet in height and occupies no more than thirty percent (30%) in H30A or twenty percent (20%) in H30B of the area of the required rear yard setback and provided it is located at least five feet from adjacent rear or interior side lot lines and ten feet from any street lot line. A screen enclosure shall be included in the computation of area occupied in a required rear yard but an open, uncovered pool, porch, patio or terrace shall not be included, provided such structures are located at least five feet from adjacent rear or interior side lot lines and ten feet from any street lot line.
- (b) Accessory swimming pools, open and unenclosed, or covered by a screen enclosure, may occupy a required rear or side yard setback, provided they are not located closer than five feet to a rear or interior side lot line and not closer than ten feet from any street lot line.
- (c) Tents and canvas cabanas for temporary shelter and not used for overnight sleeping or containing cooking facilities shall be considered as accessory buildings and subject to the same regulations as other accessory buildings.
- (d) A detached garage shall not be remodeled and used as a part of the main building and an attached garage may not be remodeled and used as a part of the main building unless all required off-street parking spaces are provided elsewhere on the lot.
- (e) A storage shed, the length and width of which does not exceed six feet by eight feet shall be permitted in a rear yard, provided, that it is located at least five feet from adjacent rear or interior side lot lines and ten feet from any street lot line. Such shed shall be anchored to a four-inch concrete slab; meet all requirements of the Florida Building Code for hurricane force wind resistance; and otherwise meet all applicable requirements of the Florida Building Code.

[Code 1960, § 18-33; Ord. No. 1371, § 1, 7-8-97]

**Sec. 90-183. Fences, walls and hedges.**

90-183.1.A. A fence or ornamental wall not more than six feet in height, as measured from grade, may project into or enclose an interior side or rear yard only. Notwithstanding anything to the contrary elsewhere in the code, for purposes of this section, grade is defined as the point of the ground immediately below the location of the fence or wall. Any portion of the fence or ornamental wall that exceeds six feet in height as measured from the crown of road shall not exceed 50% opacity.

90-183.1.B. *Construction fencing.* Temporary construction fences are required by this ordinance unless otherwise determined by the Building Official. A construction fence permit shall be obtained from the Building Department prior to the fence being erected. Each fence constructed or maintained shall be constructed and anchored in accordance with the Florida Building Code.

- (a) *Permit required.* A permit application and a current survey of the site.
- (b) *Permitted fence.* Construction fences shall be designed in such a manner as to have all exposed materials finished, coated, covered or clad in or with materials such as paint, windscreens, canvases or similar materials, subject to the approval of the town manager or designee.
  - (1) The permitted construction fence shall be installed immediately upon removal of the temporary demolition fence. At no time shall the parcel remain without a protective barrier.
- (c) Any person or entity found to be in violation of this subsection shall be subject to fines as set forth in the schedule of fines adopted by resolution.
- (d) A temporary construction fence (as defined herein) shall be installed on the front, side, and rear property lines.
- (e) *Permitted height.* All construction fences shall be at least six feet high and no higher than eight feet.
- (f) *Locked.* The fence shall be kept locked when the property is unoccupied.
- (g) *Prohibited fences.*
  - (1) The following fences are not permitted, except as otherwise provided in the Code herein below:
    - a. Chain-link fences, unless:
      - 1. Chain-link fences with canvas (or similar material) backing or meshing may be permitted to be utilized as a temporary construction fence for a period of no longer than 18 months, provided they are

neatly designed and maintained as approved by the building and zoning departments.

- b. Barbed-wire fences.
  - c. Fences made of canvas material.
  - d. Any fences that fail to meet the requirement of the Florida Building Code.
- (h) *Setbacks from property line on Harding Ave and Collins Ave.* A temporary fence installed on the front of the property shall be situated six feet from the property line on Harding Avenue and Collins Avenue, unless specifically waived by the town manager. The setback area between the temporary fence and the property line shall contain a continuous extensively landscaped buffer which must be maintained in good healthy condition by the property owner. No temporary construction permit shall be issued unless a landscape plan is approved by the town for the buffer. Failure to maintain the landscaping will result in the town taking action to replace same and lien the property for the costs of landscaping.
- (i) *Expiration of permit.* A temporary construction fence permit issued under this chapter shall expire at the completion of construction at which time the temporary fence shall be removed in accordance with the terms of the Florida Building Code.
- (j) *Murals and graphics.* Graphics and murals on temporary construction fencing are prohibited unless approved by the town manager for aesthetic enhancement of the fence and advertisement of the project to be constructed.
- (k) *Fees.* The town manager or designee may impose fees as he/she may determine appropriate for the use of construction fences for advertisement purposes in accordance with the schedule promulgated by the building official.
- (l) *Access gates.* All temporary construction fences shall contain access gates with a minimum clear opening width of 12 feet. Access gates must be provided at the front and rear of the enclosure. Gates must be kept unlocked during inspection hours.
- (m) *Temporary construction signs.* Construction, erection, and maintenance of temporary construction signs shall be governed by Town of Surfside Sign Code.
- (n) *Appeals.* Any decision made by the town manager or designee regarding graphics, advertisement, and murals on a temporary construction fence may be appealed to the town commission.
- (o) *Enforcement and penalties.* The code compliance division and building departments shall be responsible for the enforcement of the provisions of this section. Any person or entity found to be in violation of this section shall be subject to fines as set forth in the schedule of fines adopted by resolution.

90-183.2 A fence or ornamental wall may be placed within either the front or secondary frontage yard only on corner lots if granted design review approval by the planning and zoning board.



90-183.3 Fences or ornamental walls placed within a front yard or secondary frontage/corner yard are limited to function as spatial locators and shall not be substantial in appearance and shall adhere to height and opacity limitations as set forth in this section.

90-183.4 Front yard and corner yard fences and ornamental walls—Table.

Lot Frontage	Maximum Height (Feet)	Maximum Opacity (Percent)
Less than or equal to 50 ft in width	4 ft	All wall and fence surfaces above two (2) feet measured from grade shall maintain a maximum opacity of fifty (50) percent
Wider than 50 ft and less than 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 5 ft	
Wider than or equal to 100 ft	4 ft + ½ ft per 10 feet of lot width exceeding 50 feet, maximum 6 ft>	
Secondary frontage (corner only)	Shall adhere to the height and opacity limitations for corresponding lot frontage	

90-183.5 Modification of secondary frontage fence and ornamental wall regulations.

- (1) A fence or ornamental wall that has a maximum opacity of 100 percent and a maximum height of six feet, as measured from grade, may project into or enclose the street side yard of a corner lot, provided:
  - a. The fence or wall is not placed in front of the front facade of the primary residential structure and extends beyond the plane of the front facade on only one side of the primary residential structure;
  - b. The fence or wall is setback three feet from any property line;
  - c. Shrubs shall be installed at the time the fence or wall is installed; and
  - d. The shrubs shall be planted a minimum of 36 inches in height, shall be placed a maximum of 24 inches on center and shall cover the exterior of the fence or wall within one year after the final inspection of the fence.

90-183.6 When being installed as a safety feature for a swimming pool in a front or primary corner yard, a fence or ornamental wall shall be permitted at a maximum of four feet in height. The applicant shall demonstrate evidence relative to this hardship.

90-183.7 Reserved.

90-183.8 In order to prevent water ponding at the base of ornamental walls, the installation of weep holes or other similar drainage features shall be required. The number and spacing shall be determined per lot per review.

90-183.9 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, except as required by section 90-183.5(1). Hedges may be higher if granted approval by the design review board, on a case-by-case basis.

90-183.10 Under no circumstances is any fence, wall or hedge to be located on a corner lot in such a way as to conflict with visibility triangles, vision clearances, or fire codes, including concealment of fire hydrants.

90-183.11 No fence, wall or hedge may be placed within the public right-of-way except that landscaped islands surrounded by circular driveways on lots no more than 115 feet in width shall be permitted, provided that it is understood by the property owner that the town does not waive its right to demand removal without notice as deemed necessary within the town's discretion and the town shall not be liable for any damages arising from such removal. Property owner shall install or plant such materials at own risk. All improvements, other than groundcovers, as defined in the landscape section, shall be placed on private property.

90-183.12 Fences and walls shall be constructed so that the finished side shall face out or away from the property upon which it is constructed, and all support posts and the unfinished side shall be on the inside facing the property upon which said fence or wall is constructed. All masonry fences or walls shall be constructed so as to have a finished surface, including concrete block walls which shall have a plastered finish on all sides above ground level. In the event that a wood fence is constructed against a significant obstacle on the adjoining property, such as a hedge or another fence, that line of fence against the obstacle may be constructed with posts on the outside of the fence provided that the horizontal rails are at least 50 percent covered by boards on the side facing away from the property on which the fence is constructed.

90-183.13 It shall be a violation under this article for any person to erect or maintain a structure to serve as a fence in manner that endangers the health, safety, and welfare of the public as described in this section and as determined by the town manager or designee.

90-183.14 The following fencing material shall be prohibited:

- (1) Chain-link and other wire fencing, except as permitted herein.
- (2) Loosely attached masonry products, such as concrete block, bricks or other similar products not bonded together by mortar or comparable adhesive.

*90-183.15* No grandfathering of chain-link fences shall be permitted in the front yard or in the corner side yard. Grandfathering of chain-link fences shall be permitted in interior side yards or rear yards.

*90-183.16* In all districts, the owner or his agent, shall be responsible for the maintenance, in perpetuity, of all landscaping material in good condition so as to present a healthy, neat and orderly appearance and clear of weeds, refuse and debris. Landscaping material shall be trimmed and maintained so as to meet all site distance requirements. Hedges planted along property lines shall be maintained and neatly trimmed to prevent growth extended across the property lone or otherwise encroaching on an adjacent property. In the event of any discrepancy as to whether healthy, neat and orderly appearance is being maintained shall be determined by the town manager or designee.

(Ord. No. 1520, § 1, 4-14-09; Ord. No. 1529, § 2, 7-15-09; Ord. No. 1549, § 2, 3-9-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1590, § 2, 8-15-12; Ord. No. 1593, § 2, 10-9-12; Ord. No. 1610, § 2, 12-10-13; Ord. No. 1620, § 2, 6-10-14; Ord. No. 18-1689 , § 2, 9-12-18; Ord. No. 18-1691 , § 2, 12-11-18)

(Code 1960, § 18-34; Ord. No. 1401, § 1, 5-11-99)

### **Sec. 90-184. Marine structures.**

The following regulations shall apply to boat docks, piers, and mooring piles, in any district:

(1) Projection of docks and piers into waterways beyond the waterway line, lot line, or established bulkhead lines shall be limited as follows, subject to final approval of the U.S. Army Corps of Engineers, the Department of Environmental Protection, and/or the Department of Environmental Resource Management, which has jurisdiction:

- a. Biscayne Bay: 20 feet.
- b. Indian Creek: 10 feet.
- c. Point Lake: 15 feet.

(2) Under no circumstances shall any dock or pier be constructed so as to project into any waterway for a distance equal to more than ten percent of the width of such waterway.

(3) For all properties requesting a marine structure permit as described in this

section, the town manager or designee shall send a mailed courtesy notification to all property owners within 300 feet of the property requesting the permit submitted to the building department.

(Code 1960, § 18-35)

### **Sec. 90-185. Carports and Car Canopies.**

A Carport shall be treated as an accessory structure subject to all applicable rules and regulations. A Car Canopy may be constructed, if approved as a conditional use under the provisions of section 90-90, in a front, side or rear yard setback in the H30A, H30B, H30C, and H40 districts. Such Car Canopy may not exceed 20 feet in length, nor ten feet in width, in front yards of lots of less than 100-foot frontage. On lots of 100-foot frontage or more, or on corner lots where such Car Canopy is to be outside the front yard setback, 20 feet by 20 feet may be allowed. A Car Canopy 20 feet by 20 feet also may be allowed in the front yard setback of lots with 75-foot frontage or more, where such Car Canopy is directly in front of the entrance to a two-car garage or, alternatively, over a two-car driveway, perpendicular to the street and located no less than five feet and no more than 30 feet from an interior side lot line. No Car Canopy shall extend beyond a property line or shall be closer than five feet to the rear of the street curb, and supporting pipes shall be no closer than seven feet. The height of such Car Canopy shall not exceed ten feet, measured from the ground level to the uppermost point of the cover. A front yard Car Canopy shall be at least five feet from the side property line. A Car Canopy shall at all times remain open on all four sides, if free standing, and open on three sides if attached to the main building. The area under a Car Canopy must be entirely concreted or asphalted. Side openings shall be at least six feet, three inches, in height.

- (1) Each applicant for a conditional use shall submit with his application samples of the actual materials which will cover the Car Canopy and a plot plan showing the location and dimensions of the Car Canopy in relation to the lot lines and existing structures.
- (2) The planning and zoning board may adopt such aesthetic standards as to color and patterns of canopy materials as it may choose, and such standards shall be given to each applicant with the application for a conditional use.
- (3) Any conditional use granted shall be for a period of three years only, but shall be automatically renewable at the beginning of each three-year period upon certification by the town manager that the Car Canopy is structurally sound, and that the materials are in good condition (*i.e.*, free from tears, holes, fading, rust, corrosion or mechanical damage).
- (4) In addition to all provisions of the Florida Building Code, the following construction standards for canvas-covered Car Canopy are required and shall be complied with:

a. No Car Canopy shall be constructed except of canvas (or similar material) covered pipe. Framework shall be galvanized Schedule 40 pipe assembled either with Schedule 40 galvanized fittings or welded and joints painted with a liquid zinc compound. For a ten-foot by 20-foot canopy, uprights shall be of not less than 1 1/4-inch pipe; the perimeter shall be of not less than one-inch-pipe and the rafters of not less than three-fourths-inch pipe. For a 20-foot by 20-foot canopy, the pipe sizes shall each be increased by one-fourth inch. All uprights shall be either lag-bolted into a concrete base or, if mounted in dirt, concreted at least one-foot deep with a safety tee at the bottom of the pipe. The design and the minimum size of structural members shall not be less than required to resist a 75-mile-per-hour wind with applicable shape factors. All fabric shall be designed for quick removal, which shall be required at a wind velocity in excess of 75 miles per hour.

b. The framework height shall be a maximum of ten feet and a minimum of seven feet above grade. No uprights shall be installed closer than two feet from the front lot line.

c. Covering material shall carry the California Fire Marshal's certificate of non-flammability. The material shall be attached to the framework by lacings only. The canvas side openings shall be not less than six feet three inches in height from grade.

(Code 1960, § 18-36; Ord. No. 1367, § 1, 12-10-96)

### **Sec. 90-186. Outdoor receiving and broadcasting antennae.**

No outdoor receiving or broadcasting antenna, whether tower, pole, mast, disk, bowl, planar or similar structure, weighing more than 20 pounds shall be placed or erected in the town without a permit from the town. Only one such permit shall be issued for each main building on a lot.

(1) *Permit application.* The application for a permit shall be made to the town manager, accompanied by a site sketch, showing dimension and location of the antenna in relation to the site boundaries, setback lines and the existing structures on the site; and drawings by a licensed structural engineer, showing the method of permanently anchoring the antenna and listing the materials to be used in such anchoring. A landscaping or covering plan may be required when appropriate.

(2) *Fee.* A permit fee shall be required.

(3) *Construction provisions; yard placement.* All such antennae shall be constructed to withstand the minimum wind load required by and in accordance with all applicable provisions of the Florida Building Code and these regulations;

and in no case shall they be placed within, or intruding into, the front or side yards of any property. In the H120 zoning district, Collins Avenue shall be deemed to be the front of the property.

(4) *Roof placement.* No antenna requiring a town permit shall be placed upon the roof of any structure except in the H120 zoning district.

(5) *Height limits--Tower, pole, mast.* For aesthetic reasons, tower, pole or mast antennae, except in the H120 zoning district, shall not be more than eight feet, at their highest point, above the highest point of the main structure's roof. However, such antennae for amateur broadcasting purposes (ham radio) may have antennae 35 feet in height from the average grade of the lot, or 50 feet in height, if the antennae is of a retractable type that can readily be lowered to 25 feet or less when not in use.

(6) *Height limits--Disk, bowl, planar.* Disk, bowl, planar or similar-shaped antennae in any zoning district, except H120, shall not exceed a total of 12 feet in height above the ground, including supporting structures; and the diameter shall not exceed ten feet on lots up to and including 75 feet in width. On lots more than 75 feet in width, such antennae shall not exceed a total of 14 feet in height, including supporting structures, above the ground; and the diameter shall not exceed 12 feet. All such disk, bowl, planar or similar-shaped antennae shall be sufficiently landscaped or covered so as to obscure the antennae from view from surrounding and adjacent properties.

(Code 1960, § 18-37)

### **Sec. 90-187. Construction adjacent to bulkhead lines.**

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

(1) No permit shall be issued for the construction of any building or other structure of any nature whatsoever which shall be closer than 20 feet to the ocean bulkhead line.

(2) No permit shall be issued for the repair, extension, alteration or replacement of any structure lying within 20 feet of the ocean bulkhead line.

(b) Indian Creek bulkhead lines are established in section 14-101 and the following regulations shall control construction adjacent thereto:

(1) *Permits required.* It is hereby declared to be unlawful for any person to construct or erect any bulkhead, sea wall or other shore protection work along the shore line of Indian Creek in the town without first obtaining a

permit therefor from the town manager.

(2) *General limitations.* No permit shall be issued for construction, repair, alteration, extension or replacement of any structure of any nature whatsoever other than a bulkhead, seawall or shore protection work as mentioned in the preceding section, or marine structure as mentioned in subsection 90-184(1), which shall be closer than 20 feet to the Indian Creek bulkhead line. Provided however, that a swimming pool may be constructed no closer than 15 feet to the Indian Creek bulkhead line.

A swimming pool construction landward of less than 20 feet of the Indian Creek bulkhead line shall be thoroughly investigated by a registered structural engineer known to the building official to be qualified to evaluate retaining walls, seawalls, bulkhead or other shore protective structures. The structural engineer shall certify that said construction will not compromise the structural capacity of the adjacent retaining wall, seawall, bulkheads or other shore protective structure, and such construction will allow continued maintenance of said retaining wall, seawall or bulkhead, including anchors and soil supports. A certification shall be included on the drawings that the proposed construction has been designed in accordance with the Florida Building code and all applicable laws. Upon project completion the registered engineer shall submit to the building official a letter attesting that the construction of the improvements has been observed and is in accordance with Section 307.2 of the Florida Building Code and all applicable local ordinances. The letter shall be signed and have the impressed seal of the registered structural engineer, as applicable.

No permit shall be issued for the construction of a bulkhead, seawall or other shore protection work, unless the plans and specifications of the bulkhead, seawall or other shore protection work show that the bulkhead, seawall or other shore protection work is so located as not to extend outward beyond the Indian Creek bulkhead line as heretofore established, and shall show that the bulkhead, seawall or other shore protection work will be constructed of precast concrete slab or reinforced concrete and shall have an elevation of not less than plus five feet above mean low water, U.S. Engineering Department Biscayne Bay Datum, and shall be of sufficient depth below mean low water to ensure the retention of all fill or soil on the landward side thereof, and of sufficient weight and strength to withstand hurricanes, windstorms and high tide waters and waves incident thereto.

(c) All structures on Biscayne Bay and Point Lake shall be required to obtain a permit and meet the setbacks and general limitations established in subsection (b) of this section (Indian Creek bulkhead lines).

(d) All applications for building permits in the H30A and H120 districts shall include a certified survey showing the point of intersection of the Indian Creek or

ocean bulkhead line or other regulated seawall line with the adjacent side lot lines and/or street lot lines of the property on which construction is proposed, together with a certificate of a registered engineer or surveyor indicating that all of the work proposed to be done under the permit complies with all provisions of this section. All applications seeking zoning or building approval of any kind from the Town that involve new construction or addition(s) that exceed(s) 50% of the replacement value of existing structures shall be required to improve the seawall on the property up to all current code requirements.

(e) The owner of the property on which or adjacent to which any such seawall, bulkhead or other shore protection work shall be constructed, in accordance with a permit issued in accordance with the provisions of this section shall furnish to the town manager a certificate signed by the owner and the contractor doing the work, that such seawall or bulkhead has been erected or constructed in strict accordance with the terms of such permit and the plans and specifications submitted for such work.

(Code 1960, § 18-38; Ord. No. 1273, § 1, 11-12-91; Ord. No. 1376, § 1, 9-9-97)

### **Sec. 90-188. Paving front yards in single-family and duplex districts.**

Front yards in the H30A, H30B, H30C, and H40 (where developed as single family or duplex) districts shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater. Not less than 50 percent of the front yard shall be landscaped. No front yard shall be accessible by vehicles from a public street by more than two curb cuts. No curb cut shall be located within five feet of a side lot line.

(1) Where there is a single curb cut for any one property, the curb cut shall not be more than 18 feet in width.

(2) Where there are two curb cuts for any one property, the curb cuts shall not be more than 12 feet in width, and there shall be at least 12 feet between curb cuts. Where a driveway is installed with two curb cuts, a landscaped island containing at least 60 square feet shall be provided between the curb cuts in the front yard area, extending from the front property line to the paved area.

(3) On corner lots where vehicular access and off-street parking are provided in a side yard, these same regulations shall apply also to the side yard. Such side yards shall not be more than 50 percent paved over with any type of material that is not readily permeable by rainwater and groundwater and not less than 50 percent of the side yard shall be landscaped.

(Code 1960, § 18-39)



## **Sec. 90-189. Outdoor lighting.**

To assure that outdoor lighting is in harmony with the site architecture design, the adjacent area and the neighborhood; and to prevent a nuisance to adjacent properties or creation of traffic hazards on adjacent streets by reason of glare, reflection or the like; outdoor lighting for areas such as but not limited to, off-street parking, security or any other purposes, shall be permitted under the following conditions:

- (1) Plans indicating the location of the lighting fixtures; type of lights, height of lights and levels of illumination; shade, type and height of lighting poles; and bases, deflectors and beam directions shall be submitted to the town manager for approval.
- (2) Lighting fixtures and lighting poles, including mounting bases, shall not exceed 18 feet in height from grade, shall be of decorative nature and shall be in harmony with the site architecture design, the adjacent area and the neighborhood. Decorative lighting poles and bases shall be constructed of anodized aluminum, pigmented concrete, fiberglass or other materials of similar characteristics as approved by the town manager.
- (3) Outdoor lighting shall be designed so that any overspill of lighting onto adjacent properties shall not exceed one-half foot-candle (vertical) and one-half foot-candle (horizontal) illumination on adjacent properties. An outdoor lighting installation shall not be placed in permanent use until a letter of compliance from a registered architect or engineer is provided to the town manager, certifying that the installation has been field- checked and meets the requirements set forth above.
- (4) The town manager may issue a permit for such proposed outdoor lighting, if, after review of the plans and after consideration of the design characteristics of the lighting fixtures and lighting poles and bases, they are found to be in harmony with the site architecture design, the adjacent area and the neighborhood, will be deflected, shaded and focused away from adjacent properties; and will not be a nuisance to adjacent properties and traffic.
- (5) All of the foregoing installations shall conform to the ~~South~~ Florida Building Code.
- (6) Lighting on properties designated H120 shall provide fixtures and shields to maintain light shed cut offs in accordance with regulations of the Department of Environmental Protection, specifically as it relates to properties fronting or adjacent to turtle nesting habitats.

- (7) All lighting shall be controlled by photocell controls.

(Code 1960, § 18-40; Ord. No. 1381, § 1, 2-10-98)

**Sec. 90-190. Miscellaneous elevations for seawalls, and groins.**

- (a) The elevation of all ocean bulkheads or sea walls shall be plus 12 feet above the mean low water.
- (b) The elevation for the top of shore end of all groins or other shore protective work shall be plus five feet above mean low water.
- (c) The elevation for the top of seaward end of all groins and other shore protective work shall be plus 2 1/2 feet above mean low water.
- (d) The elevation of the top of all seawalls fronting on the waters of Biscayne Bay, Indian Creek and Point Lake shall be at least plus five feet above mean low water.

(Code 1960, § 18-41)

**Sec. 90-191. Combined lots.**

Where two or more parallel adjoining and abutting lots under a single ownership are used, the exterior property lines so grouped shall be used in determining setback requirements. Provided, however, that no structure shall be constructed, altered or maintained on a single lot in any zoning district which does not conform with the setback requirements applicable to such lots, irrespective of the common ownership of abutting lots, unless and until a restrictive covenant running with the title to such lots, assuring obedience to setback requirements in a form acceptable to the town attorney, shall first have been recorded in the public records of Dade County, Florida. Joinder in such a restrictive covenant must be effected by all interested parties, including, but not limited to, dower, lienholders, mortgagees, and all others claiming any right, title or interest in and to such real property.

(Code 1960, § 18-42)

**Sec. 90-191.1 Aggregation of lots.**

- (1) For all lots aggregated in the H30C, H40 and H120 zoning districts after April 12, 2011, (the effective date of Ordinance No. 1572), the maximum permitted density shall be limited to 85 percent of the total gross density permitted by the Comprehensive Plan when lots are aggregated.
- (2) Two or more lots of record shall be considered one undivided parcel for the purpose of density and/or intensity if a special exception is first obtained, and there is a

recorded unity of title demonstrating single ownership of two or more parcels or have been platted as one lot. However, the underlying land use or zoning shall prevail as to the permitted use on each of the lots.

- (3) Aggregated lots shall be contiguous properties but may be separated by a public right-of-way.

(Ord. No. 1572, § 2, 4-12-11)

### **Sec. 90-191.2. Lot splitting in the H30A and H30B Districts Prohibited.**

No platted lot within the H30A or H30B district shall be re-subdivided, split, or reduced in size, in any manner that would increase the number of developable lots depicted in the original plat. In other words, single-family residential building sites shall only be permitted to be enlarged and shall not be made smaller.

### **Sec. 90-192. Boat parking.**

In the following section the term "boat" shall include every description of watercraft or airboat used or capable of being used as a means of transportation on water, including personal watercraft, but shall not include kayaks or canoes or similar non-motorized watercraft. No more than one boat, may be parked on any lot in the H30A or H30B districts subject to the following conditions:

- (a) Boats shall not be used for living or sleeping quarters, and shall be placed on and secured to a transporting trailer.
- (b) No boat, or boat trailer shall be parked within the required interior side setback and/or required rear setback, or project or encroach on any public right-of-way.
- (c) A boat trailer and personal watercraft may be parked in the front, side, or rear yards. If parked in the side or rear yard, the boat trailer and personal watercraft shall not be visible to the neighboring property. A fence, wall or hedge, consistent with the Code, shall be installed in order to limit visibility to the maximum extent possible.
- (d) When parked or stored in the front or secondary frontage yard the place of parking shall be parallel with and immediately adjacent to or on the driveway and shall be at least five feet from the interior side or rear property line.
- (e) The parking, storage or keeping of any boat or boat trailer shall not obstruct driveways or impede the ability of the abutting property owner to maintain the right-of-way clearance. The parking, storage or keeping of any boat or boat trailer shall not cause other vehicles to be parked in rights-of-way so as to create a

hazard. The parking or storage of a boat or boat trailer shall not be in conflict with the provisions of 90-52.

- (f) If covers are provided for the open part of all boats, the covers for any items must fit to the contours of the boat. The color of the cover should be complimentary to the exterior color of the boat. No tarps shall be used.
- (g) Boats, boat trailers, and places of parking shall be kept in a clean, neat and presentable condition. Boats and boat trailers shall not be inoperable, wrecked, junked, partially dismantled or abandoned.
- (h) No boat which does not have a valid registration and a valid license plate decal properly displayed, as required by state law, shall be kept on any lot for more than 30 days, unless they are stored inside a totally enclosed building.
- (i) It shall be unlawful to park a boat or boat trailer on any lot, unless such lot contains a residential dwelling and the boat belongs to the occupant of such dwelling, a member of his immediate family, a resident of the household residing on the property, or a bona fide guest or visitor thereof.
- (j) No major repairs or overhaul work shall be made or performed on the premises.
- (k) Boats and boat trailers stored on any lot in the H30A or H30B districts shall be secured or removed immediately upon the issuance of a hurricane warning by a recognized governmental agency.

(Ord. No. 1532, § 2, 9-8-09; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1569, § 2, 3-8-11)

### **Sec. 90-193. Temporary storage of campers and house trailers.**

The house car, camp car, camper or house trailer, nor any vehicle or part of a vehicle designed or adapted for human habitation by whatever name known, whether such vehicle moves by its own power or by power supplied by a separate unit, which exceeds 20 feet in length or eight feet in height, shall be kept or parked on public streets or public property anywhere within the town, nor on private property in the H30A or H30B district, for more than 24 hours within a calendar week beginning at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday. No house car, camp car, camper, house trailer, or any similar vehicle shall be attached to any public or private external source of electricity, water, gas or sanitary sewer at any time, except that an electrical connection may be made for the sole purpose of recharging a vehicle's storage batteries.

(Code 1960, § 18-44)

### **Sec. 90-194. Pervious Area.**

At least 35% of the Lot Area of any lot in a H30A or H30B district shall be pervious area and remain unbuilt open space.

**Sec. 90-195. Reserved.**

**Sec. 90-196. Emergency power generators.**

The following requirements apply to permanent and temporary emergency power generators located in residential zoning:

- (1) *Permit:* The property owner must obtain a building permit for the installation of an emergency power generator.
  - a. The town shall review all such permit applications to ensure such installations minimize the visual and acoustic impact on adjacent properties.
  - b. Special attention shall be paid to the placement of the generator, the use of sound attenuating materials, and the reasonable containment of sounds and exhausts, which will be created by the operation of any emergency power generator. The preferred placement shall be as follows: For all new construction, permanent emergency generators must be placed in the rear of the property; for residential structures existing as of September 1, 2006, permanent generators may be placed in the front of the house if placement in the rear is not feasible. In no instance shall generators be placed in the setbacks.
- (2) *Screening:* Emergency power generators that are not located within, or completely screened by a building, shall be screened from view when adjacent to or visible from a public right-of-way or from adjacent parcels of property. Screening may include the use of fences, walls, or hedges, or a combination thereof and such screening shall meet all relevant code requirements.
- (3) *Placement of temporary generators:* Temporary emergency power generators shall be placed outdoors at least ten feet from any opening or window.
- (4) *Maintenance cycle:* The generator's maintenance cycle run shall be permitted a maximum of once a week between the hours of 10:00 a.m. and 5:00 p.m., Monday through Friday only, and shall continue for no more than the manufacturer's recommended duration, but not to exceed 30 minutes per cycle.
- (5) *Allowed usage:* Emergency power generators may only be operated for non- maintenance purposes whenever there is a power outage. Generators may not be used as a substitute for electrical power.
- (6) *Code enforcement and removal:* Generators, which are in violation of the provisions of this section, shall be subject to immediate removal and code enforcement action.

(Ord. No. 1462, § 1, 9-12-06)

**Sec. 90-197. 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.*

1. Awnings and canopies shall have consistent height and depth subject to the size of the wall opening which, the awning or canopy is affixed.
2. Awnings and canopies shall remain consistent with architectural details and proportions harmonious with the overall building design and historic context.
3. Awnings and canopies shall be consistent on multiple storefronts within a larger building.
4. After 25 feet in length, an awning or canopy shall have either a break of a minimum of six inches or articulation of the awning or canopy, except where otherwise authorized by the Planning and Zoning Board to achieve a more integrated design.
5. Awnings shall be attached to the building facades and shall not be supported by vertical elements within the right-of-way.
6. Awnings shall have a pedestrian scale and be placed so as to provide weather protection.
7. Awnings shall be an enhancement to the building facade and shall be proportional with and complimentary to nearby buildings and awnings.
8. Awnings shall be mounted in locations that respect the design of the building and do not obscure ornamental features over storefronts (i.e. rooflines, arches, materials, banding).
9. Awnings shall project a minimum of three feet and a maximum six feet over the sidewalk, not to exceed the width of the sidewalk.

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 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 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.
- c. *Construction and maintenance.*
1. Awnings shall be mold and UV-resistant.
  2. The awning frame structure shall be finished to match the metal storefront system color or the awning fabric color. The structure shall also be compatible with the window system of the building in terms of placement and materials.
  3. Awnings shall have between a 30 and 50 degree angle, taking into consideration the height of the storefront and wind load requirements.
  4. Awnings shall not be torn, frayed, ripped, faded, or stained, soiled or dirty. When not specifically addressed by this ordinance, provisions of the town's property maintenance code shall apply.
  5. Maintenance, repair, replacement, and/or removal. All awnings and canopies shall be maintained and kept in good order and repair. Awnings and canopies which are found, upon inspection, to be in disrepair shall be subject to removal and/or replacement in accordance with the commercial standards established in section 14-52 of the Code of Ordinances.
- d. *Enforcement.*
1. Code enforcement and/or the building department shall be responsible for the enforcement of these provisions. Any person or entity violating these provisions shall be subject to fines as set forth in the schedule of fines adopted by resolution and punishable as provided in section 1-8 and all other applicable sections of the Code of the Town of Surfside.

(Ord. No. 1572, § 2, 4-12-11; Ord. No. 1584, § 2, 1-17-12; Ord. No. 1620, § 2, 6-10-14; Ord. No. 18-1689, § 2, 9-12-18)

**Sec. 90-198. Materials and finishes.**

The following Design Criteria are applicable to all multi-dwelling and non-residential properties.

- a. The surface shall be stucco, stone, metal, glass block and accent wood. Materials vernacular or characteristic to other regions including but not limited to flagstone and adobe shall be prohibited.

- b. Materials shall be true and genuine, rather than simulated. Multiple storefronts within a larger building shall have consistent material qualities and articulation.

(Ord. No. 1572, § 2, 4-12-11)

**Sec. 90-199. - Portable storage units.**

90-199.1 There shall be no more than one portable storage unit allowed per site.

90-199.2 The portable storage unit shall be no larger than 130 square feet in area and no higher than nine feet in height.

90-199.3 Placement: Portable storage units shall be permitted in all zoning districts and are subject to the following restrictions:

- (1) *In H30A and H30B districts:* Portable storage units shall generally be placed only in a driveway.
- (2) *In H40 and H120 districts:* Portable storage units shall be placed only in the rear or side portion of a site. Portable storage units shall not be placed in an area fronting Collins Avenue or Harding Avenue or in the front of an establishment. The placement of portable storage units in fire lanes, passenger loading zones, commercial loading zones or public rights-of-way shall be strictly prohibited.

90-199.4 Duration of portable storage units shall be limited to the following:

- (1) In H30A, H30B, and H30C districts: Portable storage units shall not remain at a site in excess of 30 consecutive days and portable storage units shall not be placed at any one site in excess of 60 days in any calendar year.
- (2) In H40 and H120 districts: Portable storage units shall not remain at a site in excess of 14 consecutive days, and portable storage units shall not be placed at any one site in excess of 60 days in any calendar year.

90-199.5 A portable storage unit shall have no signage other than the name, address and telephone number of the person or firm engaged in the business of renting or otherwise placing the portable storage unit.

90-199.6 The owner and operator of any site on which a portable storage unit is placed shall be responsible to ensure that the portable storage unit is in good condition, free from evidence of deteriorating, weathering, discoloration, rust, ripping, tearing or other holes or breaks.

90-199.7 Notwithstanding the time limitations set forth herein, all portable storage units shall be removed immediately upon the issuance of a hurricane warning by a recognized government agency. If the town manager or designee determines that an emergency, other than a hurricane warning by a recognized government agency,



provides sufficient cause to exceed the time limitations which would otherwise apply, the town manager or designee may permit a portable storage unit to remain at a site for a period in excess of such time limitations.

*90-199.8* An application is required prior to the placement of a portable storage unit at any site. The application shall be filed with the town manager or designee and shall include the following where applicable; the address and the use or occupancy of the site; the estimated delivery date and duration of placement; the name and contact information of the portable storage unit owner; additional information as may reasonably be required by the town manager or designee.

(Ord. No. 1528, § 2, 7-15-09; Ord. No. 1558, § 2(Exh. A), 8-10-10)

**Sec. 90-200. Accessory buildings and structures in the H30C, H40, SD-B40 and H120 districts.**

Non-habitable structures, including but not limited to cabanas, pergolas, gazebos and trellises shall have a maximum height of 12 feet.

**Sec. 90-201. Service areas and mechanical equipment.**

The following are applicable to all multi-dwelling and non-residential properties.

- a. Service bays, mechanical equipment, garbage and delivery areas, shall be fully enclosed, screened or located within the interior of the building. These areas shall not be visible from the right-of-way and shall not be visible from properties with adjacent residential or hotel uses.
- b. Central air conditioning shall be required for trash rooms.
- c. All mechanical equipment shall be architecturally screened.

(Ord. No. 1572, § 2, 4-12-11)

**Sec. 90-202. - Underground and above-ground utilities.**

The following are applicable to all multi-dwelling and non-residential properties.

- a. All utilities including telephone, cable, and electrical systems shall be installed underground.
- b. All exterior facilities, including but not limited to electrical raceways and transformers, permitted above ground shall be fully concealed and screened.

**Sec. 90-203. 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 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 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 board shall make a design determination in cases of uncertainty.

#### **Sec, 90-204. Roof deck provisions.**

- (1) Roof decks shall be permitted only in H40, H120, SD-B40 and MU zoning districts, where not improved with or adjacent to single-family residential, and limited to:
  - a. A maximum of seventy (70) percent of the aggregate roof area;
  - b. Shall not exceed the maximum roof height required by any abutting property's zoning designation;
  - c. Shall be setback from the roofline at least ten feet on all sides to provide for minimal visibility of roof decks from any public way, except on properties designated SD-B40; and
- (2) All roof decks added to existing buildings shall be inspected by a registered structural engineer and registered architect, who shall address in writing to the building official the following issues:
  - a. How will the existing roofing system be protected or replaced to allow for the new use;
  - b. Structural support strategies for any increase in live loads and dead loads;
  - c. Compliance with applicable ADA requirements;
  - d. Location of plumbing and mechanical vent stacks, fans and other appurtenances;

- e. Egress design compliance per the Florida Building Code and the Florida Fire Prevention Code;
  - f. Added occupancy and servicing restroom facilities; and
  - g. All other issues applicable in the Florida Building Code.
- (3) All work performed on an existing roof deck to allow for occupancy shall be considered a change of use and shall require both a permit and a certificate of occupancy.

**Sec. 90-205-90-205. Reserved.**

**Division 2. Signs.**

**Sec. 90-206. - General and miscellaneous provisions.**

(a) *Scope:* The provisions of this article shall govern the number, size, location, and character of all signs which may be permitted either as a main or accessory use under the terms of this article. No signs shall be permitted on a plot or parcel either as a main or accessory use except in accordance with the provisions of this article.

(b) *Purpose:* This article shall be known as the "Town of Surfside Sign Code." The purpose of the code is to improve and advance the governmental purpose of aesthetics, quality of life, and safety of the Town and its residents, while meeting the need for signage that clearly identifies locations, advertises businesses, and otherwise communicates commercial and noncommercial messages.

(c) *Substitution of non-commercial speech for commercial speech:* Notwithstanding any provisions of this article to the contrary, to the extent that this article permits a sign containing commercial copy, it shall permit a non-commercial sign to the same extent. The non-commercial message may occupy the entire sign area or any portion thereof, and may substitute for or be combined with the commercial message. The sign message may be changed from commercial to non-commercial, or from one non-commercial message to another, as frequently as desired by the sign's owner, provided that the sign is not prohibited and the sign continues to comply with all requirements of this article.

(d) *Severability:*

(1) *Generally:* If any part, division, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or

invalidity shall not affect any other part, division, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article.

(2) *Severability where less speech results:* This article shall not be interpreted to limit the effect of subsection 90-206(d)(1), or any other applicable severability provisions in the Code of Ordinances or any adopting ordinance. The town commission specifically intends that severability shall be applied to these sign regulations even if the result would be to allow less speech in the town, whether by subjecting currently exempt signs to permitting or by some other means.

(3) *Severability of provisions pertaining to prohibited signs:* This division shall not be interpreted to limit the effect of subsection 90-206(d)(1) above, or any other applicable severability provisions in the Code of Ordinances or any adopting ordinance. The town commission specifically intends that severability shall be applied to 90-213, "Prohibited signs," so that each of the prohibited sign types listed in that section shall continue to be prohibited irrespective of whether another sign prohibition is declared unconstitutional or invalid.

(4) *Severability of prohibition on off-premises signs:* This division shall not be interpreted to limit the effect of subsection 90-206(d)(1) above, or any other applicable severability provisions in the Code of Ordinances or any adopting ordinance.

[Ord. No. 1624, § 2, 8-12-14]

### **Sec. 90-207. - Definitions.**

Words and terms not defined shall be interpreted in accord with the normal dictionary meaning and the customary usage of the word shall apply.

*Area:* The entire perimeter of a sign which encloses visually communicative copy such as letters, symbols, or logos, including the advertising surface and any framing, trim, or molding including the supporting structure.

*Area of a ground-affixed letter or number sign:* The square footage of a ground-affixed letter or number sign shall be the aggregate surface area of all letters and numbers comprising the sign, based only on the principal surface of the sign and excluding any supporting structure. No fictional border or frame shall be imputed to the area size.

*Awning sign:* a sign that is a part of or attached to an awning, canopy, or other material or structural protective cover mounted over a door, entrance, window, or outdoor service area.

*Bandit sign:* A sign made of corrugated cardboard or similar material placed on wire support poles typically placed within right-of-ways or on private property.

*Balloon sign:* An inflatable sign which may be tethered.

*Banner sign:* A sign composed of lightweight, flexible material suspended between two points.

*Billboard sign:* A significantly large sign designed to dramatically attract the attention of the travelling public. Such signs are used to advertise or communicate goods or services typically not sold, generated, or provided on the site where the sign is located.

*Business hours sign:* A small sign indicating the hours during the day in which business is commonly conducted.

*Cabinet sign:* Any sign, the face of which is enclosed, bordered, or contained within a hinged box-like structure, frame, or other device.

*Changeable copy:* A sign or portion thereof on which letters, illustrations or symbols are replaced automatically or manually.

*Commercial sign:* A sign that identifies, advertises or otherwise attracts attention to a product or business.

*Conforming sign:* A sign that is legally installed in accordance with local ordinances.

*Copy:* The content of a sign including words, letters, numbers, figures, designs, logos, graphics, colors, or other symbolic representation incorporated into a sign for the purpose of attracting attention.

*Entry feature:* An architectural feature that identifies a residential or hotel building. Such architectural features may include columns, trellises, ornaments, metalwork, light fixtures and similar decorative elements to enhance the attractiveness of the structure and shall be consistent with the architecture of the primary structure. A sign shall be permitted and the size of that sign is limited to the area within a continuous perimeter enclosing the letters, symbols or logos.

*Flag:* A piece of fabric or bunting with a color or pattern that represents a government, or other non-commercial organization or idea.

*Freestanding sign:* A sign mounted on one or more supports including uprights, braces, columns, poles, posts, or other similar structural components which are placed on or into the ground, and not attached to a building.

*Frontage, building:* The length of the exterior building wall of a single premise oriented towards the public way or other properties it faces.

*Frontage, street:* The distance along which the lot line of a property adjoins a public street.

*Fumigation warning sign:* A sign indicating a lethal gas to exterminate pests is in use in a building, residence or premise. Warning signs are posted in plainly visible locations or the immediate vicinity of all entrances. Absolutely no people or pets may enter a structure with a posted warning sign.

*Ground-affixed letter or number sign:* A sign using letters and/or numbers in which each letter or number is affixed to the ground and which has no frame or border surrounding the letters or numbers.

*Home business sign:* A sign indicating a small business operating from the owner's home office or residence.

*Individually-mounted letter sign:* A wall sign using letter forms which are singularly affixed to the sign surface.

*Illuminated:* A sign which is lighted by either an internal electrical source, an external source separate from the sign itself, or back-lit.

*Marquee:* A roof-like sign structure commonly placed over the entrance to a hotel or theater often identifiable by a surrounding cache of intermittent or chasing lights.

*Menu sign:* A sign indicating food items or products served on the premises.

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

*Non-commercial sign:* A sign that does not contain copy that advertises or promotes the availability of any merchandise, service, institution, residential area, entertainment, or activity. Such sign typically conveys an opinion, idea, or concept; or displays a civic, political, religious, seasonal or personal message.

*Non-complying sign:* Any unlawful sign that has not been erected in accordance with one or more standards or regulations of the Code.

*Non-conforming sign:* A sign or advertising structure which was lawfully erected and maintained prior to the enactment or amendment of the Code, which by its height, type, square foot area, location, use or structural support does not conform to the current standards or regulations in effect.

*Off-premise sign:* Any sign advertising a commercial establishment, activity, product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which the sign is located.

*Open/closed sign:* a small sign usually hung in a storefront window announcing a place of business is open or closed for business.

*Permanent sign:* A sign attached to a building, structure, or the ground that is entirely constructed out of durable materials designed to resist environmental loads, such as wind, and is fixed in place in such a manner as to inhibit easy removal or movement of the sign.

*Pole-mounted sign:* A free-standing sign mounted on a pole, post, or other vertical support.

*Portable sign:* Any sign mounted on or supported by a moveable frame or object of any kind including A-frame, sandwich board, signs attached to mannequins, signs mounted on tables or chairs or any other similar type of signage primarily designed to attract the attention of sidewalk traffic.

*Projecting sign:* Small pedestrian sign typically supported by a decorative chain or bracket that projects perpendicular from the face of the building, located above the storefront entry and oriented to the pedestrian

*Primary business sign:* An establishment's principal sign which identifies the business to a passerby, communicating the most pertinent information.

*Push-through sign:* lettering or logo image cut through the sign face and backing material which is mounted or inlaid in such a way that the sign looks as if the lettering or image has been pushed through, up, and out of the sign.

*Raceway:* a horizontal or vertical structural element on which sign letters are mounted that houses electrical conduit for illumination.

*Real estate sign:* A temporary sign erected by the owner or agent indicating property which is for rent, sale or lease, including signs pointing to a property which is open for inspection by a potential purchaser (open house sign) or a sign indicating "shown by appointment only" or "sold."

*Reverse channel sign:* A sign comprised of individual letters or images that are independently mounted to a wall or other surface, with lights mounted behind the letters. The lights face the wall behind the letters illuminating the space around the letters rather than the letters themselves, creating a "reverse" lighting effect or "halo" effect.

*Roof sign:* A sign erected over, across or on the roof of any building, which is dependent on the roof, parapet or upper walls of a building for support.



*Secondary business sign:* A sign which communicates or identifies accessory information or uses other than the primary business or use.

*Sign:* Any structure and all parts composing the same, together with the frame, background or support, or any other object used for display or advertising purpose designed to attract the attention of the public.

*Sign face:* The portion of a sign on which copy is intended to be placed, exclusive of any supporting structures.

*Snipe sign:* A sign which is tacked, nailed, posted, pasted, glued or otherwise attached to trees, poles, stakes, walls, trash receptacles or fences, or to other objects, and the advertising matter appearing thereon is not applicable to the present use of the premises upon which such sign is located. Legal notices required by law are exempt.

*Temporary sign:* A sign which pertains to a particular event or occurrence, or which is not designed or intended to be placed permanently.

*Umbrella sign:* A sign located on an umbrella commonly used as shelter for sidewalk tables.

*Wall sign:* A sign attached directly to an exterior wall of a building or dependent upon a building for support with the exposed face of the sign located in such a way as to be substantially parallel to such exterior building wall to which it is attached or supported by.

*Window sign:* Any sign that is visible from the exterior of a building through an open or closed window or door including signs attached to, suspended behind, placed on or near, or painted upon such window or door.

[Ord. No. 1624, § 2, 8-12-14; Ord. No. 1653, § 2, 10-13-16 ; Ord. No. 18-1668 , § 2, 1-9-18; Ord. No. 18-1675 , § 2, 2-13-18)]

## **Sec. 90-208. - Sign permits.**

(a) *Sign permit required.* Except as otherwise provided in this Code, no permanent shall be erected, constructed, posted, painted, altered, maintained, or relocated until a sign permit has been issued by the town.

(b) *Exempt signs.* The following signs are allowed and exempt from permit requirements:

(1) National flag. A flag displayed in a window shall not exceed 20 percent of the window glass area.

- (2) Banners erected by the town including street pole banners.
- (3) Non-illuminated numerical address.
- (4) Open/closed sign suspended behind a glass window or door provided the sign does not exceed one (1) square foot. The sign may be illuminated by white internal illumination. Illuminated signs shall not be allowed to blink intermittently.
- (5) Non-illuminated business hours sign suspended behind a glass window or door provided the sign does not exceed one square foot.
- (6) All temporary signs as provided in section 90-212.
- (7) Menu sign not exceeding two square feet displayed on the wall, window, or front door of a sit-down restaurant within the SD-B40 district only.
- (8) Plastic or metal wall sign not larger than 16 inches in width and five inches in height stating "Managed by \_\_\_\_\_" with the name of the individual, partnership or corporation that manages a building.
- (9) Fumigation warning sign as required by the Department of Agriculture and Consumer Services.

(c) *Application.* Before any permit is issued, a written application, in the form provided by the town, shall be filed, together with such drawings and specifications as may be necessary to fully advise the town with the location, construction, materials, manner of illuminating, method of securing or fastening, the number of signs applied for, the consent of the property owner, and the wording of the sign. Upon the submission of an application, staff shall have ten working days to determine whether it is complete. If staff finds that the application is not complete, they shall provide the applicant with written notice of the deficiencies within the ten working days period. Upon resubmission of the application, staff shall have five additional working days to determine whether the applicant's revisions are sufficient to complete the application. If they are not, staff will again inform the applicant of any remaining deficiencies in writing. This process shall continue until the applicant has submitted a complete application, or demands that the application be reviewed "as is."

(d) *Building code requirements.* Structural and safety features and electrical systems shall be in accordance with the requirements of the town's adopted building code. No sign shall be approved for use unless it has been inspected and found to be in compliance with all the requirements of this chapter and applicable codes.

(e) *Electrical permit requirements.* All signs that are electrically illuminated shall require a separate electrical permit and inspection.

(f) *Local business tax receipt requirements.* No local business tax receipt shall be issued for a new business until all signs associated with the former business have been removed.

(g) *Permit review.* All signs, unless otherwise exempt, shall be subject to review by the Planning and Zoning Board. In evaluating an application for a sign permit the board shall consider the following:

- (1) Whether or not the sign complies with the requirements of the code.
- (2) The quality of materials used and their relationship to the architecture of the structure and streetscape.
- (3) The overall concept associated with the proposed sign.
- (4) The detail of the design including text and graphics proposed.
- (5) The illumination, surface colors, finish, width, depth, and dimensions of the proposed sign.
- (6) The appropriateness of the sign to the spirit and intent of the Code.

(h) *Failure to commence.* Every sign permit issued by the town shall become null and void if installation is not commenced within two years from the issue date of such permit. If work authorized by such permit is suspended or abandoned for 180 calendar days any time after the work is commenced, a new permit must be obtained and approved by the Planning and Zoning Board. The fee will be the full amount required for a new permit for such work.

(i) *Revocation.* The town may suspend or revoke, in writing, a permit issued under provisions of this Code, whenever the permit is issued on the basis of a misstatement of fact or fraud. The written revocation shall describe the appeal process. The town shall send the revocation by certified mail, return receipt requested, to the sign owner. Any person having an interest in the sign or property may appeal the revocation, by filing a written notice of appeal with the town commission within 15 calendar days after receipt of the written notice of revocation. The Town commission shall hear the appeal within 30 calendar days after the date of receiving the written notice of appeal.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-209. - Sign design and appearance.**

- (a) Signs shall be professional in appearance.
- (b) Signs shall not be the dominant feature of a location and shall be scaled in accordance with the size of conforming signs on adjacent and nearby properties.
- (c) Signs shall be well designed, unique, and integrated into the building façade so as not to detract from the architectural character of the building or the context of the surrounding streetscape.
- (d) Sign colors shall be complementary to or enhance the main color of the building façade. The use of established business colors or company logos or trademarks shall not be prohibited by this requirement.
- (e) Signs shall have a proportional and dimensional relationship between the building, text, graphics, and spacing.
- (f) Sign copy shall be simple and concise without excessive description of goods, services, products. Unless otherwise provided in this Code commercial copy shall be limited to the trade name or franchise name of the business or the primary product or service.
- (g) Signs shall be weather resistant and professionally constructed of high-quality, durable material in accordance with the Florida Building Code unless otherwise exempt.
- (h) All exterior electrical outlets for signs shall terminate in a galvanized or plastic box with a blank cover, which shall be flush with and not protrude beyond the finished surface of the exterior wall. Transformer boxes and other accessory equipment for any sign shall be placed so as not to be visible from the street level.
- (i) Signs shall be properly maintained and kept in proper working order. Any damaged or defective conforming signs shall be removed and repaired within 90 calendar days. Damaged or defective non-conforming signs shall be replaced with a conforming sign that meets the requirements of this Code.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-210. - Sign removal.**

- (a) *Permanent signs.* Upon the vacation of a premise, any sign associated with the previous owner or lessee including letters, numbers, logos, or any other visual communication associated with the vacated premise, shall be removed by the current owner or lessee within 30 days of the transfer of ownership or cessation of the previous business activity. Any visible holes shall be painted and filled. Sign structure may remain in place provided no identifying features of the previous business activity are visible and the sign structure is conforming per the

requirements of the code.

(b) *Temporary signs.* Notwithstanding the time limitations set forth in Section 90-212, all outdoor temporary signs shall be removed immediately upon the issuance of a hurricane warning by a recognized government agency.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-211. - Permanent signs by district.**

(a) *SD-B40 Zoning District.*

(1) *Content.* Commercial signs may only include the trade name, logo of the establishment, the nature of business or services rendered, or products sold on the premises. Signs may not include phone numbers or any reference to price.

(2) *Signage for upper floor tenants.* Each upper floor tenant shall be entitled to erect permanent signage. The total square footage of all second floor signage shall not exceed 80 percent of the allowable signage square footage for the first floor signage, provided such sign meets all of the requirements of this subsection. In addition, each upper floor tenant shall be entitled to erect a single sign, not over one-hundred and 108 square inches in size, at the entrance or lobby of the building which provides egress to the upper floor.

(3) *Permitted signs.*

a. *Projecting sign.* Projecting signs on either the ground level or upper floors shall not be permitted for upper floor tenants. The maximum sign area for projecting signs shall be eight square feet. The maximum lettering height shall be six inches unless otherwise integrated into a creative graphic design as approved by the Planning and Zoning Board. Signs shall not project more than five feet from any main building wall nor shall they be mounted above ground level tenant space. Encroachment into the right-of-way including sidewalks shall only be permitted where it can be demonstrated that there is a minimum vertical clearance of eight feet. Decorative bracket treatments are encouraged. Projecting signs shall not have electric lights, attached electric fixtures, or any manner of illumination.

b. *Individually-mounted letter sign.* The total area of all individually-mounted letter signs shall be one square foot for each lineal foot of frontage of the lot or portion of the lot upon which the operating enterprise is located. For frontages less than 25 feet, a total sign area up to 25 square feet maximum shall be permitted. In no case shall the total sign area on any

single operating enterprise exceed 150 square feet and no single sign shall exceed 45 square feet.

1. *Types.* The following types of individually-mounted letter signs shall be permitted. No open face channel letters shall be permitted.

- i. Reverse channel letter.
- ii. Push-through letter.
- iii. Pan channel letter.
- iv. Raceway mounted letter. All exposed raceways must be painted to match finish of wall face of the building.

2. *Offset.* Signs shall be off-set from the wall a minimum of one quarter inch to a maximum of two inches to permit rain water to flow down the wall face. This is not applicable to push-through or raceway mounted lettering.

3. *Illumination.* All signage, lettering, logos or trademarks shall be required to be lit with white illumination from dusk to dawn. The illumination may be either internal illumination or external illumination, however, all walls below the sign shall be illuminated with white wall wash LED lighting. It shall be located and directed solely at the sign. The light source shall not be visible from or cast into the right-of-way, or cause glare hazards to pedestrians, motorists, or adjacent properties. Lighting shall meet all applicable electrical codes. Intensities of illumination shall be approved by the building official of the town before issuance of a sign permit. A maximum of ten foot candles is permitted on any portion of a sign to be measured at the centerline of the adjacent sidewalk. A foot candle is defined as a unit of illuminance or light falling onto a surface. It stands for the light level on a surface one foot from a standard candle. One foot candle is equal to one lumen per square foot. A lumen is the basic measure of the quantity of light emitted by a source.

c. *Permanent window sign.* One primary sign may be applied to the inside or outside surface of any one glass window or door or displayed within 12 inches of a glass window or door. Such signs shall only be permitted on primary and side street level frontages. Sign area inclusive of logos or trademarks shall not exceed 20 percent of the area of the glass window or door in which the sign is displayed. Lettering shall not exceed eight inches in height. Acceptable materials include painted gold leaf or

silver leaf, silk-screened, cut or polished metal, cut or frosted vinyl, and etched glass.

d. *Television screen or similar.* Television screens or similar electronic features may be located inside the storefront and project out to the sidewalk. These features shall be oriented towards the pedestrian and angled to be parallel to the sidewalk. Television screens or similar electronic features shall not exceed 20 percent of the area of the glass window if the feature is within 36 inches of the window. Television screens or similar electronic features located greater than 36 inches away from a window shall be permitted to exceed 20 percent of the area of the glass window. A maximum of ten foot candles of illumination shall be permitted from any television screens or similar electronic features to be measured at the centerline of the adjacent sidewalk.

e. *Emergency address sign.* Commercial buildings in Blocks number 3, 4, 5, and 6 of Altos Del Mar Subdivision Number 6 shall be required to provide an emergency address sign on the alley side of the building clearly identifying the address of the establishment. Signage may be wall mounted or posted on a rear door. Sign material shall consist of weatherproof reflective 3-inch or 4-inch address panels.

(b) *H30C, H40, MU and H120 zoning districts.*

(1) Signage on the outside of a hotel, multifamily building, or other similar structure which identifies a secondary business within the same structure is prohibited. Supplemental signs as permitted in this subsection shall be exempt from this requirement.

(2) *Content.* Commercial signs may only include the trade name, logo of the establishment, the nature of business or services rendered, or the products sold on the premises, except as otherwise provided in this Code. Signs may not include any reference to rates.

(3) *Permitted signs.*

a. *Individually-mounted letter sign.* Permitted as under the requirements of section 90-73211(a)(3)b., except total sign area for multifamily dwellings within the H30C and H40 districts shall not exceed 75 square feet.

b. *Monument sign.* One monument sign shall be permitted per street frontage. The maximum sign area shall not exceed 25 square feet. The maximum height shall not exceed five feet from the ground. Signs shall maintain a five-foot setback from all property lines and no portion shall be

permitted to project within this five-foot setback area. Signs are required to be landscaped at the base. Signs may be internally or externally illuminated.

c. *Supplemental sign.* A sign for any establishment reading “Office,” “Vacancy,” “Private Beach,” “Swimming Pool,” “Cabanas,” “Coffee Shop,” “Restaurant,” or other such wording shall be considered a supplemental sign. Such signs shall be limited to three square feet in size; except in the H120 district, a hotel with a restaurant may display an individual sign not to exceed five square feet in size containing the name of the restaurant. The total combined square footage of individual supplemental signs shall not exceed eight square feet per main building. Such signs shall not be included in calculating the total maximum sign area for the lot. Signs shall be dignified in character and shall be restricted to the wording described above.

d. *Parking sign.* Parking signs not over four square feet in size may be erected at each exit or entrance of parking lots serving buildings in these zoning districts. Such signs may be illuminated by indirect lighting only. Lettering on these signs shall be limited to the name and address of the primary business, multifamily building or hotel, and the words “Entrance” or “Entrance Only,” “Exit” or “Exit Only,” “Parking,” “Resident Parking,” “Guest Parking,” “Visitor Parking,” “Private Parking,” “Valet Parking,” or “Customer Parking.”

e. *Emergency address sign.* Buildings on the east side of Collins Avenue abutting the beach walking path shall be required to provide an emergency address sign identifying the name and address of the building. Sign shall be mounted on a free-standing post not to exceed 18 inches in height and 24 inches in width. Address letters and numbers shall not exceed two inches in height and name shall not exceed one inch in height. Sign material shall be weatherproof and reflective so as to be clearly visible at night.

f. *Electric vehicle charging station sign.* A sign shall be posted at the electric vehicle charging station stating “Electric Vehicle Charging Station.” Signs shall be no greater than 24 inches wide by 18 inches high. Color and letter size specifications shall meet the Manual on Uniform Traffic Control Devices (MUTCD) requirements for sign designation (electric vehicle charging).

g. *Ground-affixed letter or number sign.* The total area of each ground-affixed letter or number sign shall not exceed 20 square feet. The height of each sign shall not exceed five feet from the ground. The depth of each sign shall not exceed one foot. The total length of all such signs for each property shall not exceed 25 percent of the frontage of a lot. All



ground-affixed letter or number signs shall be set back two and one-half feet from the right-of-way.

(c) *H30A and H30B Zoning Districts.*

(1) *Wall sign.* Sign shall be attached to the main façade of the building and shall not exceed four square feet. Sign shall be installed and secured tightly to the building. No loose, non-secure attachments shall be allowed. Sign shall be rigid and weatherproof. Sign shall not be illuminated in any manner.

[Ord. No. 1624, § 2, 8-12-14; Ord. No. 1617, § 2, 3-11-14 ; Ord. No. 18-1668 , § 2, 1-9-18]

**Sec. 90-212. - Temporary signs.**

(a) *Real estate sign.*

(1) *SD-B40 district.* One professionally lettered real estate sign shall be permitted per building frontage. The maximum sign area shall be three square feet. The sign shall be mounted flat against the building wall or a minimum of 12 inches from a window, and shall not project above the eave line of the building.

(2) *All other zoning districts.* One professionally lettered real estate sign shall be permitted per street frontage. The sign shall be wall mounted flat against the building wall or securely fastened to a wood or metal freestanding stake or post of sufficient strength. The maximum sign panel area shall be 18 inches by 24 inches. A maximum of two riders shall be permitted to attach above or below the main sign panel not to exceed six inches by 24 inches per rider for in-ground signs. The maximum sign height for in-ground signs including support frame shall not exceed 42 inches from the ground to the top of the sign. Such sign shall be located outside of any sight visibility triangle. No portion of the sign shall extend across the property line.

(3) All real estate signs shall be black and white and may include a trademarked logo or symbol.

(4) Sign shall be constructed of rigid, weather proof materials.

(5) Sign shall not be lighted or illuminated in any manner.

(6) Sign shall be removed within seven days of a lot, building, residence or tenant space being leased, rented or sold.

(b) *SD-B40 district.* Three professionally lettered temporary signs, excluding banners, shall be permitted per building frontage. The maximum sign area shall be three square feet per sign. The sign shall be mounted flat against the building wall or window, and shall not project above the eave line of the building.

(c) *All other zoning districts.* Three professionally lettered temporary signs shall be permitted per street frontage. The sign shall be wall mounted flat against the building wall or securely fastened to a wood or metal freestanding stake or post of sufficient strength. The maximum sign area shall be three square feet per sign. Sign face shall be constructed of metal, plastic, wood, pressed wood or cardboard. The maximum sign height for in-ground signs including support frame shall not exceed 42 inches from the ground to the top of the sign. Such sign shall be located outside of any sight visibility triangle. No portion of the sign shall extend across the property line.

(d) *[Erected signs; duration.]* Signs shall not be erected more than 90 days prior to the event or occurrence and shall be removed no later than seven days after the event or occurrence.

(e) *[Illumination; prohibited]* Signs shall not be lighted or illuminated in any manner.

(f) *[Affixing sign to public rights-of-way or property; prohibited.]* It shall be unlawful for any person to paste, glue, print, paint, affix, or attach by any means whatsoever to the surface of any public street, right-of-way, easement, sidewalk, curb, or to any property of any governmental body or public utility, any temporary sign.

(g) *Temporary signs placed on construction sites.*

(1) One professionally-lettered sign shall be permitted per construction site or development subject to the issuance of a building permit for the project. Such sign can be located on a wall or fence, or may be freestanding. The purpose of the sign is identification, and it may only identify the property, owner or agent, contract, or professional affiliations, property address and telephone numbers that are involved in the construction of improvements on the property. It may be constructed of metal, plastic, wood, or pressed wood and shall be kept in good repair. It may not be illuminated, or constructed of, painted, or treated with reflective material, and shall not contain flags, streamers, moveable items or like devices.

(2) In the H30A, H30B, H30C, and H40 zones, the maximum area of the sign face shall be 40 square inches. The maximum height of the top of any element of the sign shall be six feet from grade, except where the sign is freestanding, in which case the maximum height shall be four feet from grade. A freestanding sign must be located at least five feet from any

property line. Where a sign is extended from an arm of support, such arm shall not exceed 16 inches.

(3) In the SD-B40 and H120 districts, the maximum area of the sign face shall be 16 square feet. The maximum height of the top of any element of the sign height shall be eight feet from grade. A freestanding sign must be located at least ten feet from any property line.

(4) Any such sign in any district shall be located outside of any sight visibility triangle. No portion of the sign shall extend across the property line.

(5) Such sign shall be removed immediately if the building permit for the project expires and construction has not commenced, and/or the permit is not renewed, and in all cases, no later than 72 hours after approval of the final inspection.

(h) *Temporary window sign.*

(1) Temporary window signs of any nature may be attached to glass window or doors, or mounted within 12 inches of a glass window or door.

(2) One temporary sign shall be permitted per window.

(3) Sign may not be displayed more than 60 calendar days.

(4) The total area for temporary signs shall not exceed 20 percent of the glass window they are facing unless otherwise provided in this subsection.

(5) Signs not in excess of six square inches may be attached to items displayed in display windows.

(i) *Temporary banner sign.*

(1) One professionally lettered temporary banner per building frontage or window in SD-B40 district is permitted.

(2) No banner shall exceed 32 square feet or five percent of the building façade that faces a public street, whichever is less.

(3) No banner shall be displayed for more than 30 consecutive calendar days within a six-month period.

(4) Banner shall not include changeable copy.

(5) Banner shall be made of durable materials such as canvas or vinyl. Non-durable material such as butcher-type paper is not permitted.

(6) Banner shall be securely attached to a supporting structure such as a street frontage wall and capable of withstanding continuous wind without deflections or rotations that would cause deformation or damage.

(7) No banner shall be attached to a roof structure or above the eave line of the building.

[Ord. No. 1624, § 2, 8-12-14; Ord. No. 18-1675 , § 3, 2-13-18]

**Sec. 90-213. - Prohibited signs.**

No sign shall be erected, constructed, or affixed in violation of the provisions of these regulations, and any sign not specifically provided for and permitted by these regulations shall be prohibited. None of the following signs shall be erected, constructed, or affixed in the town except as otherwise permitted by Code:

- (a) Awning signs or any sign printed on or attached to an awning or canopy.
- (b) Balloon signs or other inflatable signs. Balloons may be permitted for a period not to exceed 24 hours for a temporary, non-commercial event such as a special occasion at a residence.
- (c) Banner signs except as otherwise permitted by Code.
- (d) Billboards.
- (e) Cabinet signs.
- (f) Changeable copy signs or marquees.
- (g) Home business signs.
- (h) Flags except as otherwise permitted by Code.
- (i) Lighted signs including strings of lights or lights framing a window
- (j) Mirror devices used as part of a sign.
- (k) Off-premise signs including persons wearing costumes and/or holding temporary signs with commercial copy.
- (l) Pole-mounted signs.

- (m) Portable signs including A-frame, sandwich board, and moveable make-shift signs such as signs attached to a mannequin or mounted on a table or chair, or any other similar type of portable sign or moveable object primarily designed for display purposes or to attract the attention of sidewalk traffic.
- (n) Roof signs.
- (o) Signs whose face is designed or constructed to be placed or transported on wheels.
- (p) Snipe or bandit signs except political signs and real estate signs.
- (q) Temporary signs including posters and handbills except as otherwise permitted by Code.
- (r) Umbrella signs.
- (s) Signs containing wording which constitutes fraudulent or misleading advertising.
- (t) Signs containing obscene matter or wording which violates any federal, state or county statute, ordinance or rule.
- (u) Signs which have spinning devices, or strings of spinning devices, streamers, fluttering or other similar advertising devices.
- (v) Signs which emit smoke, visible vapors, particles, sound, or odors.
- (w) Signs not erected by a public authority which simulate, copy, or imply any official traffic sign, signal or police caution device.
- (x) Signs that display lights which are intermittent, blinking, moving, revolving, flashing or similar, except decorative or flashing illumination may be used between December 10 and January 5.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-214. - Prohibited sign locations.**

Except as otherwise permitted by Code no temporary, permanent, or exempt sign shall be permissible in the following locations:

- (a) Signs which prevent free ingress or egress from any door, window, or fire escape shall be prohibited.

(b) Signs shall not be placed in any location which obstructs a motorist's vision of an intersection, traffic control signal, other vehicular traffic, or view of pedestrian or bicycle traffic.

(c) Signs shall not be placed on or near the rear of a lot or building so as to face a designated zoning district other than the one in which the sign is located except as otherwise permitted by Code. Provided however, that signs may be installed on the rear walls of commercial buildings in Blocks number 3, 4, 5, and 6 of Altos Del Mar Subdivision Number 6, in accordance with section 90-211(a) and section 90-211. Such signs shall be limited to a maximum area of 25 square feet. These signs shall not be included in computing total sign area for a given operating enterprise.

(d) No sign of any type shall be suspended across any vacant lot, unoccupied building or temporary structure nor shall any sign of any description be stenciled, written, painted, posted, printed, nailed or otherwise affixed to any vacant lot, unoccupied building or to any temporary structure within the town except as otherwise permitted by Code.

(e) Except as otherwise authorized by the town manager or designee, no sign of any type shall be suspended across any public street, right-of-way, sidewalk, easement, alley or waterway; nor shall any sign of any description be stenciled, written, painted, posted, printed, nailed or otherwise affixed to any curb, sidewalk, tree, light standard, utility pole, hydrant, traffic signal device, street sign and its pole, bridge, wall, or any other structure, which is within the property lines of any street, right-of-way, easement, alley, waterway or other public property within the town.

(f) Signs placed without the express permission of the property owner or agent.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-215. - Non-conforming signs.**

(a) *Sign amortization.* All legally permitted signs which become non-conforming by the provisions of this Code shall be replaced with a conforming sign within three years of the effective date of the ordinance from which this article derives.

(b) Non-conforming signs shall be immediately replaced if any of the following conditions exist during the amortization period.

(1) There is additional development of a site.

(2) There is a change in use, occupancy, or tenant.

- (3) There is a change in sign copy (with the exception of window signs).
- (4) There is a structural sign alteration or repair.
- (5) There is sign damage by any cause which exceeds 50 percent of the sign as determined by the building official.
- (6) There is removal of a sign.

(c) *Sign relocation.* Non-conforming signs shall not be permitted to be relocated.

[Ord. No. 1624, § 2, 8-12-14]

**Sec. 90-216. - Non-complying signs.**

Signs not in compliance with the code or those installed without a permit shall be considered non-complying. Such signs shall be removed or replaced immediately or shall otherwise be subject to code enforcement action, forfeiture to the public, confiscation or removal by the town at the cost of the owner.

[Ord. No. 1624, § 2, 8-12-14]

**Secs. 90-217 - 90-225. Reserved.**

### DIVISION 3. OFF-STREET PARKING

#### Sec. 90-226. Off-street parking requirements.

(a) Except as otherwise provided herein, when any building or structure is hereafter constructed; or structurally altered so as to increase the number of dwelling units or hotel/motel rooms; to increase its total commercial floor area; or when any building or structure is hereafter converted to any of the uses listed in subsection (b) of this section, off-street parking spaces shall be provided in accordance with the requirements of subsection (b) of this section, or as required in subsequent sections of this article.

(b) The number of off-street parking spaces that shall be required to serve each building or structure and use shall be determined in accordance with the following table:

- (1) Single-family dwelling in the H30A or H30B district: Two spaces.
- (2) Single-family dwelling in all other districts: Two spaces.
- (3) Duplex dwelling: One and a half space for each dwelling unit.
- (4) Multiple-family dwelling, for each dwelling unit:

#### TABLE INSET:

Efficiency and one-bedroom unit:	1.5 spaces
Two and three bedroom unit:	2.0 spaces
Four-bedroom or more unit:	2.75 spaces

One visitor parking space for each 5 dwelling units shall also be provided.

- (5) Hotel: One space for each room.
- (6) Suite-hotel and suite-motel: One space for each room.
- (7) Church, synagogue, temple or other place of assembly: One space for every three persons, as calculated by said building's occupant load, as determined by the fire department and building official.
- (8) Grocery, fresh fruit or meat market: One space for each 250 square feet of gross floor area.



(9) Retail store or personal service establishment: One space for each 300 square feet of gross floor area.

(10) Office or office building: One space per 400 square feet of gross floor area; however, medical offices, dental offices and clinics shall provide one space per 300 square feet of gross floor area.

(11) Restaurants or other establishments for the consumption of food and beverages on the premises: One space per four seats.

(12) Place of assembly without fixed seats: One space for each 50 square feet of floor area available for seats.

(13) Banks, savings and loans or other financial institutions: One space per 300 square feet of gross floor area.

(Code 1960, § 18-53; Ord. No. 1437, § 3, 1-14-03)

**Sec. 90-227. Interpretation of these requirements.**

(a) The parking required herein is in addition to space required for the loading and unloading of trucks or other vehicles used in connection with a business, commercial, or industrial use.

(b) Where fractional spaces result, the parking spaces required shall be construed to be the next highest whole number.

(c) The parking space requirements for a use not specifically listed in this section shall be the same as for a listed use of similar characteristics of parking demand generation.

(d) In the case of mixed uses, uses with different parking requirements occupying the same building or premises, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.

(e) Whenever a building or use, constructed or established after the effective date of this article, is changed or enlarged in floor area, number of dwellings or sleeping units, seating capacity or otherwise, said building or use shall comply with the all of the parking requirements herein.

(Code 1960, § 18-54)

**Sec. 90-228. Restricted and prohibited parking.**

(a) Off-street parking spaces in H30A, H30B, and H30C\_districts shall not be located in a required front yard except as follows:

(1) Driveway space for access to parking areas or garages located in a required front yard.

(2) It shall be unlawful to park vehicles of any type in private driveways or front yards in said districts unless they belong to the occupant of such residence, a member of his immediate family, a resident of the household residing on the property, or a bona fide guest or visitor thereof.

(3) When an automobile vehicle or motorcycle has been parked in violation of this section intermittently or continuously during a period of three weeks and such vehicle is registered in the name of a person other than to the occupant of the property, a member of his or her immediate family or a resident of the household residing on the property, it shall constitute in evidence a presumption that such vehicle is unlawfully parked in violation of this section.

(4) No trailer of any type may be kept in any required yard continuously for more than 72 hours, except as may be provided in sections 90-192 and 90-193. All trailers must display a valid license plate and registration decal as required by state law, be in operating condition and be supported by fully inflated tires on functioning wheels.

(b) Where off-street parking spaces serve an existing permitted structure located in the H30C, H40, and H120 districts and occupy all or portions of the required front yard, such use may be continued until the existing structure is removed.

(c) No motor vehicle, as defined by state law, may be kept in any unpaved area of any lot or parcel in the town.

(d) No motor vehicle, as defined by state law, which is not in operating condition or which does not have a valid registration and a valid license plate decal properly displayed, as required by state law, may be kept in any paved area of any lot for more than 30 days.

(e) The off-street parking of trucks and other commercial vehicles, in excess of what is commonly known as a three-fourth-ton truck or vehicle, or any other equipment used for commercial purposes, is prohibited in any district. This prohibition shall not apply to any such vehicle which is in process of making an expeditious delivery, rendering services to the premises (such as electrical, plumbing or yard work) or continuously and completely enclosed within the confines of a permitted garage.

[Code 1960, § 18-55; Ord. No. 1250, § 1, 2-12-91; Ord. No. 1282, § 1, 6-9-92; Ord. No. 1374, § 1, 7-8-97]

**Sec. 90-229. Joint use and off-site facilities prohibited.**

All parking spaces required herein shall be located on the same lot with the building or use served.

[Code 1960, § 18-56]

**Sec. 90-230. Design standards for off-street parking.**

(a) *Minimum area.*

- For the purpose of these regulations, except as provided below, off-street parking spaces shall not be less than nine feet by 18 feet, exclusive of driveways, for the temporary storage of one automobile. Aisles shall have dimensions as set forth in the Zoning Code of Miami-Dade County entitled "Minimum Parking Stall Dimensions," except as may be set forth below. Such parking spaces shall be connected with a street or alley by a driveway which affords ingress and egress without requiring another automobile to be moved. Handicapped parking spaces shall be consistent with Florida Accessibility Code requirements.
- There shall be no tandem parking allowed.
- In all instances, adequate interior driveways and ingress and egress driveways shall be provided to connect all parking spaces with a public street or alley. Where a parking space heads into and abuts a sidewalk, the paved length shall be curbed in order to prevent extension of the vehicle over the sidewalk. Required parking shall comply with these provisions and such parking cannot be placed in dedicated or official rights-of-way. Private, noncommercial off-street parking shall be reserved exclusively for the tenant or owner and their customers and employees, unless otherwise approved as a result of a public hearing.

(b) *Drainage and maintenance.* Off-street parking facilities shall be drained to prevent damage to abutting property and/or public streets and alleys and surfaced with a minimum of at least one inch of asphaltic concrete or a wearing surface on a six-inch compacted lime rock base. Off-street parking areas shall be maintained in a clean, orderly, and dust free condition at the expense of the owner or lessee and not used for the sale, repair, or dismantling or servicing of any vehicles, equipment, materials or supplies.

(c) *Separation from walkways and streets.*

- For properties designated H30A and H30B and for properties designated H40 east of Harding Avenue, off-street parking spaces shall be separated from walkways, sidewalks, streets or alleys by a minimum five foot planted strip.
- For properties designated H40, H30C, and H120, off-street parking spaces shall be separated from walkways, sidewalks, streets or alleys by a wall, fence or curbing or other approved protective device.

(d) *Entrances and exits.* Location and design of entrances and exits shall be in accord with the requirements of the town manager, but not more than one entrance or exit, not exceeding 12 feet in width, shall be permitted for every 50 feet of width of the parking lot.

(e) *Marking.* Parking spaces in lots of more than ten spaces shall be marked by a painted line or other means to indicate individual spaces; a curb or stop shall be provided at each parking space. Signs or markers shall be used as necessary to ensure efficient operation of the lot.

(f) *Lighting.* Adequate lighting shall be provided if off-street parking spaces are to be used at night. As provided in section 90-189, the lighting shall be installed, maintained and regulated so as to reflect the light away from adjoining property and avoid annoyance to such premises.

(g) *Screening.* Off-street parking lots with capacity for six or more vehicles shall provide along the lot lines, except for ingress and egress, a visual screen with a height of not less than two feet or more than three feet. Such screen shall consist of a compact evergreen hedge.

(h) Extensions in certain districts. Underground facilities in all districts except H30A and H30B district used primarily for off-street parking spaces may extend into the side and rear yards to the property lines, provided the top surface of such extensions is not more than five feet above grade. However, where such extensions are used for driveways leading to building entrances, the top surface of such extensions shall not be more than eight feet above grade. In all cases the front yard setback shall be landscaped in accordance with the landscape requirements of this Code.

(i) *Vehicular queuing.* Offsite vehicular queuing shall not be permitted. Vehicular queuing, sufficient to accommodate surge traffic for arrival and departure of reasonably expected crowd sizes for the uses on a

property, shall be required and accommodated on private property only. Adequacy of design for vehicular queuing shall be demonstrated by a traffic study subject to review and approval by Town staff. The town manager or his designee reserves the right to increase vehicular queuing requirements if deemed necessary based on individual circumstances and so as to cause the least practical interference with the use of adjacent property and with the movement of pedestrian or vehicular traffic.

- (j) *Access to state roadways.* Projects that have direct or immediate access or is within one-half block of Collins Avenue, Harding Avenue or 96th Street shall be subject to the review and approval by FDOT for compliance with FDOT standards. Site plan applications subject to this provision shall include a letter from FDOT as part of the site plan submittal.
  
- (k) *On-site circulation.* There shall be safe, adequate, logical and convenient arrangement of pedestrian walkways, bikeways, roadways, driveways, driving aisles and off street parking and loading spaces on-site. The town manager or his designee reserves the right to modify on-site circulation if deemed necessary based on individual circumstances and so as to cause the least practical interference with the use of adjacent property and with the movement of pedestrian or vehicular traffic.
  
- (l) *Compact and handicapped spaces.* Parking stall and aisle dimensions shall conform to the Zoning Code of Miami-Dade County entitled "Minimum Parking Stall Dimensions," except as may otherwise be provided in this Code. Handicapped spaces shall be clearly designated for "Handicapped Only." In all instances, adequate interior driveways and ingress and egress driveways shall be provided to connect all parking spaces with a public street or alley. Where a parking space heads into and abuts a sidewalk, the paved length shall be curbed in order to prevent extension of the vehicle over the sidewalk. Required parking shall comply with these provisions and such parking cannot be placed in dedicated or official rights-of-way. Private, noncommercial off-street parking shall be reserved exclusively for the tenant or owner and their customers and employees, unless otherwise approved as a result of a public hearing.

(Code 1960, § 18-57; Ord. No. 1382, § 1, 2-10-98)

**Secs. 90-231-90-240. Reserved.**

## DIVISION 4.OFF-STREET LOADING

### Sec. 90-241. Off-street loading requirements.

Except as otherwise provided in this chapter, when any building or structure is hereafter erected or structurally altered to the extent of increasing the floor area by 25 percent or more, or any building is hereafter converted for the uses listed in Column 1 of the chart below, when such buildings contain the floor areas specified in Column 2, accessory off-street loading spaces shall be provided as required in Column 3 and subsequent sections of this article.

Column 1	Column 2	Column 3
Use or Use Category	Floor area as Defined in Definitions, in Square Feet	Loading Spaces Required in All Districts
Business, commercial	10,000-60,000	One
Office building	60,000 and over	Two
Multiple-family building	20,000--100,000	One
Hotel or motel	100,000 and over	Two

(Code 1960, § 18-58)

### Sec. 90-242 .Interpretation of the chart.

The loading space requirements apply to all districts but do not limit the special requirements which may be imposed in connection with other articles of this chapter.

[Code 1960, § 18-59]

### Sec. 90-243. Design standards for off-street loading.

(a) *Minimum size.* For the purpose of these regulations, a loading space is a space within the main building or on the same lot, providing for the standing, loading or unloading of trucks, having a minimum width of 12 feet, a minimum depth of 30 feet, and a vertical clearance of at least 14 1/2 feet.

(b) *Drainage and maintenance.* Off-street loading facilities shall be drained to eliminate standing water and prevent damage to abutting property and/or public

streets and alleys and surfaced with at least one inch of asphaltic concrete as a wearing surface on a six-inch compacted lime rock base.

(c) *Entrances and exits.* Location and design of entrances and exits shall be in accordance with applicable requirements of the town manager.

[Code 1960, § 18-60]

**Secs. 90-244 — 90-249. Reserved.**

## **Division 5. LANDSCAPE REQUIREMENTS\_**

### **Sec 90-250. - General.**

*90-250.1 Purpose and intent.* The general purposes of this section are as follows:

- (1) To encourage the establishment of a functional landscape and improve the aesthetic quality, thereby promoting the health and general welfare of its citizenry in the Town of Surfside;
- (2) To create and enhance the aesthetic subtropical character and identity distinctiveness of the Town of Surfside;
- (3) To design landscaping to enhance architectural features, relate structure design to the site, visually screen sites and unsightly views, reduce noise impacts from major roadways and incompatible uses, strengthen important vistas and reinforce neighboring site design and architecture,
- (4) To prevent the expansion of the listed pest plant species by prohibiting the use of noxious exotic plants which invade native plant communities;
- (5) To promote the use of more wind tolerant trees and proper horticultural planting methods in order to maintain a more sustainable landscape;
- (6) To promote Florida Friendly principles through the use of drought-tolerant landscape species, grouping of plant material by water requirements, right plant in the right place, appropriate fertilization, the use of irrigation systems that conserve the use of potable and non-potable water supplies, mulching and restrictions on the amount of lawn areas;

- (7) To utilize landscape material, specifically street trees, to visually define the hierarchy of roadways, and to provide shade and a visual edge along roadways;
- (8) To prevent the destruction of the Town's existing tree canopy and promote its expansion to be valued and preserved for present and future generations;
- (9) To provide for the preservation of existing natural plant communities and re-establish native habitat where appropriate, and encourage the appropriate use of native plant and salt tolerant plant material in the landscape and where applicable, encourage appropriate wildlife habitat areas;
- (10) To promote the use of trees and shrubs for energy conservation by encouraging cooling through the provision of shade and the channeling of breezes, thereby helping to offset global warming and local heat island effects through the added absorption of carbon dioxide and reduction of heat islands;
- (11) To contribute to the processes of air movement, air purification, oxygen generation, ground water recharge, and stormwater runoff retention, while aiding in the abatement of noise, glare, heat, air pollution and dust generated by major roadways and intense use areas;
- (12) To improve the aesthetic appearance of the Town through the use of plant material, thereby protecting and increasing property values within the community;
- (13) To promote the concept of planting the right tree or plant in the right place to avoid problems such as clogged sewers, cracked sidewalk and power services interruptions;
- (14) To provide the physical benefits of using plant material as a function and integral part of the Town of Surfside's development;
- (15) To provide minimum standards for landscaping new developments or for redevelopment;



(16) To promote water conservation and vegetation protection objectives by providing for:

- (a) The preservation of existing plant communities pursuant to the requirements of the Miami-Dade's Tree Preservation and Protection Ordinance;
- (b) The reestablishment of native plant communities;
- (c) The use of site-specific plant materials; and
- (d) The implementation of Florida Friendly principles as identified in Florida-Friendly Landscaping-Guide to Plant Selection & Landscape Design as amended, and as provided by law.

*90-250.2 Definitions.*

*Accessway* means private vehicular roadway intersecting a public right-of-way.

*Applicant* means the owner or the authorized agent of the subject property.

*Application* or *apply* means the actual physical deposition of fertilizer to turf or landscape plants.

*Applicator* means any person who applies fertilizer on turf and/or landscape plants.

*Approved test* means a soil test from the University of Florida, government, or other commercial licensed laboratory that regularly performs soil testing and recommendations.

*Automatic controller* means a mechanical or electronic device, capable of automated operation of valve stations to set the time, duration and frequency of a water application.

*Berm* means a linear earthen mound measured from the crown of the road or abutting finish floor elevation and has a maximum slope of three to one. The berm shall consist of clean fill composed of planting soil.

*Best management practices (BMP's)* means turf and landscape practices or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practical site-specific means, including economic and

technological considerations, for improving water quality, conserving water supplies and protecting natural resources.

*Buffer, perimeter landscape* means an area of flat a grade or bermed land which is set aside along the perimeters of a parcel of land in which landscaping is required to provide an aesthetic transition between adjacent plots to eliminate or reduce the adverse environmental impact, and incompatible land use impacts.

*Canopy* means the upper portion of a tree consisting of limbs, branches and leaves.

*Clear trunk* means the distance between the top of the root ball along the vertical trunk or trunks of a tree to the point at which lateral branching or fronds begin.

*Clear wood (“gray wood”)* means the portion of the palm trunk which is mature hardwood measured from the top of the root ball to the base of green terminal growth or fronds.

*Code enforcement officer, official, or inspector* means any designated employee or agent of the Town of Surfside whose duty is to enforce codes and ordinances enacted by the Town.

*Commercial applicator* except as provided in F.S. § 482.1562(9), means any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer or the employer of the applicators.

*CPTED* means the acronym crime prevention through environmental design; design approach to reduce crime and fear of crime by creating a safe climate within a building environment.

*Diameter breast height (DBH)* means the diameter of the tree trunk(s) measured at 4½ feet above grade.

*Disturbed land/ground* means any land where the original natural vegetation has been removed, displaced, overtaken or raked.

*Emitter* primarily refers to devices used in micro irrigation systems.

*Fertilizing or fertilization* means the act of applying fertilizer to turf, specialized turf or landscape plants.

*Fertilizer* means any substance or mixture of substances that contains one or more recognized plant nutrients and which promotes plant growth, controls soil acidity or alkalinity, provides other soil enrichment, or provides other corrective measures to the soil.

*Florida-friendly landscape* means the principles of Florida-friendly landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protections. Additional components of Florida-friendly landscape include planning and design, soil analysis, the uses of solid waste compost, practical use of turf, and proper maintenance.

*Functional landscaping* means the combination of living and nonliving materials that, when installed or planted, creates an ongoing system providing aesthetic and environmental enhancement to a particular site and surrounding area.

*Groundcover* means a dense, low-growing plant, other than turf, that, by the nature of its growth characteristics completely covers the ground and does not usually exceed two feet in height.

*Guaranteed analysis* means the percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

*Hedge* means a dense row of evenly spaced shrubs planted to form a continuous, unbroken visual screen.

*Hydrozone* means a distinct grouping of plants with similar water needs and climatic requirements.

*Impervious area* means an area covered by a material which does not permit infiltration or percolation of water directly into the ground.

*Infiltration rate* means the rate of water entry into the soil expressed as a depth of water per unit of time (inches per hour).

*Irrigated landscape area* means all outdoor areas that require a permanent irrigation system.

*Irrigation zone* means a grouping of sprinkler heads, soakers, bubblers, or micro irrigation emitters operated simultaneously by the control of one valve.

*Institutional applicator* means any person, other than a private person applying fertilizer on their own residential property or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants. Institutional applicators shall include, but shall not be limited to, owners, managers, or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites, and any residential properties maintained in condominium and/or common ownership.

*Irrigation* means the method of supplying plant materials with water other than by natural rainfall.

*Landscape/landscaping* means:

- (1) When used as a noun, this term shall mean living plant materials such as grasses, groundcover, shrubs, vines, trees or palms and nonliving durable materials commonly used in environmental design such as, but not limited to, walls or fences, aesthetic grading or mounding, but excluding pavers, paving, artificial turf, turf block, rocks and structures.
- (2) When used as a verb, this term shall mean the process of installing or planting materials commonly used in landscaping or environmental design.

*Mulch* means organic, arsenic free, material such as wood chips, pine straw or bark placed on the soil to reduce evaporation, prevent soil erosion, control weeds and enrich the soil.

*Multi-trunk trees* means a tree that has a minimum of three trunks with no more than five trunks of equal diameters originating from the ground and with angles no greater than forty-five (45) degrees. ;b1; NOTE: The Town can require either multi-trunk or single trunk on certain trees.

*Microclimate* means the climate of a specific area in the landscape that has substantially differing sun exposure, temperature, or wind, than surrounding areas or the area as a whole.

*Micro irrigation (low volume)* means the application of small quantities of water directly on or below the soil surface, usually as discrete drops, tiny streams, or miniature sprays through emitters placed along the water delivery pipes (laterals). Micro irrigation encompasses a number of methods or concepts including drip, subsurface, bubbler, and spray irrigation, previously referred to as trickle irrigation, low volume, or low flow irrigation that deliver water directly to plant root zones with a high degree of efficiency, no runoff, and little to no evaporation.

*Moisture sensing device* or *soil moisture sensor* means a device to indicate soil moisture in the root zone for the purpose of controlling an irrigation system based on the actual needs of the plant.

*Native habitat* means an area enhanced or landscaped with an appropriate mix of native tree, shrub and groundcover species that resembles a native plant community in structure and composition or is naturally occurring.

*Native plant community* means a natural association of plants dominated by one or more prominent native plant species, or a characteristic physical attribute as indicated by the Town of Surfside.

*Native plant species* means native plant species shall be those plant species indigenous to the ecological communities of South Florida, as indicated on lists provided by Town of Surfside, or that can be scientifically documented to be native to South Florida.

*Open space* means all pervious areas of the site.

*Overall height* means The height measured from the ground to the bend of the top most branch of the tree. Overall height on palms: the measurement from the ground to the bend of the topmost frond.

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

*Planting soil/topsoil* means a medium composed of 50 percent sand and 50 percent muck. Palm planting soils shall compose of no more than 80 percent sand and remainder soil consisting of muck. It must be clear and free of construction debris, weeds and rocks, with a pH between 6.5 and 7.

*Person* means any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization and/or any group of people acting as an organized entity.

*Point of connection (POC)* means the location where an irrigation system is connected to a water supply.

*Pop-up sprays* means spray heads that pop up with water pressure and provide a continuous spray pattern throughout a given arc of operation.

*Pressure tank* means a pressurized holding tank for irrigation water coming from wells to minimize cycling of the water pump.

*Pump cycling* means irrigation pump coming on and shutting off frequently during operation of irrigation systems.

*Prohibited application period* means the time period during which application of fertilizer is prohibited due to the potential of run-off to negatively impact the environment, including tropical storms and hurricane warnings, or for any portion of the Town where heavy rain has been forecasted.

*Rain sensor device* means a low voltage electrical or mechanical component placed in the circuitry of an automatic irrigation system that is designed to turn off a sprinkler controller when precipitation has reached a pre-set quantity.

*Runoff* means water that is not absorbed by the soil or landscape and flows from the area.

*Redevelopment* means any proposed expansion, addition, or facade change to an existing building, structure, or parking facility. Redevelopment may also mean any rebuilding activity which has no net increase in built-upon area or which provides equal or greater stormwater control than the previous development. Exception to this definition, single-family dwelling redevelopment would be considered when 75 percent or greater of the existing structure is knocked down.

*Saturated soil* means a soil in which the voids are filled with water. Saturation does not require flow. For the purposes of this article, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.

*Slow-release* means nitrogen in a form which delays its availability for vegetative uptake and use after application, or which extends its availability to the vegetation longer than a reference rapid or quick release product. It includes the terms “controlled release”, “timed release”, “slowly available”, and “water insoluble nitrogen.”

*Shrub* means a self-supporting, woody plant full to the ground with three or more branches produced from the ground which could be maintained in a healthy state to the height indicated on the landscape plans.

*Soil moisture sensor.* See “Moisture sensing device”.

*Soil texture* means the classification of soil based on the percentage of sand, silt, and clay in the soil.

*Site-specific plant materials* means the use of plant species selected to minimize supplemental irrigation, fertilization and pest control.

*Synthetic turf* means a dense and continuous surface of synthetic fibers mounted on a permeable backing and of sufficient density and green color to replicate the appearance of healthy, natural grass.

*Town* means the department or division of the Town of Surfside government that the Town manager has designated to enforce the landscaping requirements of this section.

*Tree* means a self-supporting, woody perennial plant, usually with one vertical stem or main trunk, which naturally develops a distinct, elevated crown and provides, at maturity, natural characteristics of the species.

(1) Tree, Dicotyledonous (Dicot) is a tree having a woody stem and branches and leaves with net venation and having a separate, distinct outer bark which can be peeled from the tree.

(2) Tree, Monocotyledonous (Monocot) is a palm or a tree having fronds with parallel venation and no true woody bark with a minimum overall natural height often feet at maturity.

*Tree abuse* means:

(1) Hat racking, flat-cutting the top of a tree, severing leader or leaders of a tree.

(2) Pruning that reduces the total height or spread of a tree canopy by more than 30 percent in one year.

(3) Cutting upon a tree which destroys its natural habit of growth.

(4) Pruning that leaves stubs or results in a flush cut or splitting of limb ends.

(5) Peeling or stripping of bark or the removal of bark to the extent that if a line is drawn at any height around the circumference of the tree, over one-third of the length of the line falls on portions of the tree where the bark remains.

(6) The use of climbing spikes, nails or hooks with the exception for the purposed of total tree removal.

(7) Pruning that does not conform to the standards set by the American National Standards Institute (ANSI A300), as amended, with the exception of palm pruning which shall allow no pruning of fronds above the horizontal plane.

(8) Using nails or other piercing devices for the purpose of attaching signage or any objects to a tree.

(9) Girdling of trees by guying, staking, support, string trimmers, or non-removal of planting materials from the root balls.

(10) Lawn mower string trimmer or deck damage inflicted on any portion of a tree.

(11) Vehicular damage inflicted causing bark removal, tree leaning and/or destruction. Also, any damage and/or compaction of the roots by vehicular usage.

(12) Structures being placed or constructed within a tree.

(13) Utilizing any portion of a tree as a fence or similar structural support.

(14) The use of oils, chemicals or other materials poured on the roots and/or trees. Also, the painting of trees with paint and/or other similar material.

*Turf* means a mat layer of living monocotyledonous grass plants such as, but not limited to, Bahia, Bermuda, Centipede, Seaside Paspalum, St Augustine, and Zoysia and their cultivars. However, this definition does not include any type of synthetic/artificial turf.

*Urban landscape* means pervious areas on residential, commercial, industrial, institutional, road rights-of-way or other nonagricultural lands that are planted with turf or landscape plants.

*Vegetation* means angiosperms, gymnosperms, ferns and mosses.

*Vehicular encroachment* means any protrusion of a motor vehicle outside of the boundaries of a vehicular use area into a landscape area.

*Vehicular use area (VUA)* means an area used for loading, circulation, access, storage, parking, or display of any type of vehicle, boat, or construction equipment whether self-propelled or not.

*Vine* means Any plant with a long, slender stem that trails or creeps on the ground or climbs by winding itself on a support.

[Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 19-1696 , § 2, 6-11-19; Ord. No. 20-1709 , § 2, 1-14-20]

## **Sec. 90-251. - Landscape permit plans.**

*90-251.1* All buildings, structures, new developments, redevelopment and changes of use requiring a permit shall require submittal of a landscape and irrigation plan. Landscape and irrigation plans shall be prepared by a State of Florida registered Landscape architect. Landscape plans for H30A and H30B may be prepared by the owner of the property or a representative thereof, provided it meets the requirements per this Code. The use of a landscape architect is encouraged.

*90-251.2* All landscape plans shall meet the following requirements:

- (1) Shall be of the same scale as the site plan, but no smaller than one inch equals 50 feet. Recommended scale to be one inch equals 20 feet.
- (2) Location, condition, number, names, sizes, DBH and disposition of all existing trees and vegetation, to be preserved, relocated or removed. Also, provide all existing native plant communities to be preserved, relocated or removed.
- (3) Location and outline of existing buildings and site improvements to remain.
- (4) Location, condition, names, sizes, DBH, and disposition of existing trees, hedge, and site improvements along any abutting properties within 25 feet of the property lines.



(5) Location of all proposed or existing buildings and site improvements including but not limited to; parking spaces, access isles, drive ways, sidewalks and other vehicular use areas to remain or be removed.

(6) A proposed plant list by symbol, quantity, required specifications, native or non-native, drought tolerance, salt tolerance, and botanical and common names. Also, the plant list must be indicated on all planting plan sheets.

(7) A landscape calculation table indicating the minimum required and provided comparisons of the proposed plant material. Also, providing the gross and net acreages, buffer lengths, percentages of landscaping in the VUA, pervious area, street lengths, percentages of sod, native/drought tolerant percentages and landscape material size requirements.

(8) Location and labeling of existing and proposed site lighting. Additionally, provide a minimum of 15 feet separation from the required or existing shade trees and 7½ feet from palms and small trees.

(9) Location of existing and proposed fire hydrants and fire department check valves. Additionally, provide the minimum required 7½ feet clearance from all landscape material to the front and sides with four feet clearance from the rear.

(10) Location of existing and proposed easements, right of ways, drainage structures, overhead utility wires, underground utilities, above ground electrical elements, and transformers.

(11) Location and details including type, height, color, and additional embellishments of walls, fences, gates, and signs.

(12) All planting details and staking details, including but not limited to planting/staking specifications, general notes and tree protection barricade detail.

(13) Existing or proposed water bodies and retention areas indicating the required four to one slopes.

(14) Such other information that may be required to give a complete understanding of the proposed plan.

90-251.3 The irrigation plan shall meet the following requirements:

(1) The same scale of the site plan, but no smaller than one inch equals 50 feet.

(2) Location of existing trees, vegetation and native plant communities to remain, if applicable.

- (3) Location of existing buildings, paving, and site improvements to remain.
- (4) Location of proposed buildings, paving, site improvements, and water bodies.
- (5) Main location with sleeves, size and specifications.
- (6) Valve location, size and specifications.
- (7) Pump location, size and specifications or water source.
- (8) Backflow prevention device type and specifications.
- (9) Controller locations and specifications.
- (10) Zone layout plan (minimum scale 1" = 20"):
- (11) Provide 100 percent coverage and 100 percent overlap.
- (12) Indicating head-type, specifications and spacing.
- (13) Indicate location and details of rain sensor, second water meter, and rainwater citrons; and
- (14) Indicating methods used to achieve compliance with Florida Friendly principles as required by F.S. § 373.228.
- (15) Efficient Irrigation Design. All new irrigation installations shall meet the irrigation standards identified per F.S. § 373.228. These include:
  - (a) Irrigation systems, including the use of micro irrigation as appropriate, shall be designed to meet the needs of the plants in the landscape.
  - (b) When feasible, irrigation systems shall be designed to separately serve turf and non-turf areas.
  - (c) The irrigation system plans, and specifications shall identify the material to be used and the construction methods.
  - (d) The design shall consider soil, slope and other site characteristics in order to minimize water waste, including overspray, the watering of all impervious surfaces and other non-vegetated areas, and off-site runoff.

(e) The system shall be designed to minimize free flow conditions in case of damage or other mechanical failure.

(f) The system shall be designed to use the lowest quality water feasible.

(g) Rain switches or other approved devices, such as soil moisture sensors to prevent unnecessary irrigation, shall be incorporated. (F.S. § 373.62)

(h) A recommended seasonal operating schedule and average precipitation rate for each irrigation zone for both establishment and maintenance conditions shall be provided.

(i) Control systems shall provide the following minimum capabilities:

- i. Ability to be programmed in minutes, by day of week, season, time of day,
- ii. Ability to accommodate multiple start times and programs,
- iii. Automatic shut off after adequate rainfall,
- iv. Ability to maintain time during power outages for a minimum of three (3) days, and
- v. Operational flexibility to meet applicable year-round water conservation requirements and temporary water shortage restrictions.

(j) Recommended maintenance activities and schedules shall be included.

(k) Precipitation rates for sprinklers and all other emitters in the same zone shall be matched, except that micro irrigation emitters may be specified to meet the requirements of individual plants.

(l) Irrigation systems shall be designed to maximize uniformity, considering factors such as:

- i. Emitter types.
- ii. Head spacing.
- iii. Sprinkler pattern.

iv. Water pressure at the emitter.

(m) Irrigation systems with main lines larger than two (2) inches or designed to supply more than seventy (70) gallons per minute shall incorporate a means to measure irrigation water use, at a minimum of ninety-five (95) percent accuracy across the flow range.

(n) Irrigation system plans and specifications shall require the system installer to conduct final testing and adjustments to achieve design specifications prior to completion of the system and acceptance by the owner or owner's representative.

(o) The irrigation system shall be designed to correlate to the organization plants into zones as described in section 12-102 above. The water use zones shall be shown in the irrigation plan. All plants (including turf) require watering during establishment. Temporary facilities may be installed to facilitate establishment.

(p) Rain shut-off switch equipment shall be required on automatic irrigation systems to avoid irrigation during periods of sufficient soil moisture, in accordance with Florida Law (F.S. § 373.62). Said equipment shall consist of an automatic mechanical or electronic sensing device or switch that will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

(q) The installation of tracer wire along main lines and laterals shall be required to permit easy location and prevent inadvertent cutting of pipes.

(r) If the water supply for the irrigation system is from a well, a constant pressure flow control device or pressure tank with adequate capacity shall be required to minimum pump "cycling".

(s) Check valves must be installed at irrigation heads as needed to prevent low head drainage and puddling.

(t) Nozzle precipitation rates for all heads within each valve circuit must be matched to within twenty (20) percent of one another.

(u) A pressure-regulating valve shall be installed and maintained if static service pressure exceeds eighty (80) pounds per square inch. The pressure regulating valve shall be located between the meter and the first point of division in the pipe and set at a not more than fifty (50) pounds per square inch when measured at the most elevated fixture in the structure served. This requirement may be waived if satisfactory evidence is provided that

high pressure is necessary in the design and that no water will be wasted as a result of high-pressure operation.

(v) To assist the end user to operate the system property, in addition to the minimum requirements of [Section] 373.228, F.S., the following are encouraged to be provided to the owner at the time of installation. The map shall be attached inside each irrigation controller or be kept in another readily available location if it is not practical to insert into a small container.

- i. Irrigation schedule information, with instructions for seasonal timer and sensor changes;
- ii. Irrigation system plans and specifications including as-constructed drawings, recommended maintenance activities and schedules;
- iii. Operations schedules, design precipitation rates, and instructions on adjusting the systems to apply less water after the landscape is established;
- iv. Maintenance schedule, water source, water shut-off method, and the manufacturing operational guide for their irrigation controller;
- v. To the extent feasible, similar information should be made available for subsequent property transfers.

(w) Reduced-pressure-principle backflow preventers shall be recertified yearly.

[Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 19-1696 , § 2, 6-11-19)]

**Sec. 90-252. - Installation of landscaping and irrigation.**

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

(1) Planting soil/topsoil shall be of the minimum quality as specified in the plant materials section of this Code. All trees, palms, shrubs, and ground covers shall be planted with a minimum of 12 inches or two times the root ball of planting soil around root ball. A minimum of three inches of shredded, approved arsenic free, organic mulch or groundcover shall be installed around each tree planting for a minimum of 18 inches beyond its trunk in all directions, including palms, and throughout all hedge, shrub, and groundcover planting. The use of mulch obtained from Melaleuca, Eucalyptus, or other invasive plant species is encouraged in order to reduce their impact on the environment and to preserve the remaining native plant communities.

(2) All trees/palms shall be properly guyed and staked at the time of planting until one year from landscape final or establishment. The use of nails, wire or rope, or any other method which damages the trees or palm, is prohibited. All plants shall be installed so that the top of the root ball remains even with the soil grade or ten percent or the root flare is visible above the surrounding grade. All synthetic string, synthetic burlap, cords, or wire baskets shall be removed before planting. 90-251 (3).

(3) All parking islands, medians, and other landscape areas shall be installed with continuous Type "D" curbing to prevent damage to the plant material and the displacement of topsoil and mulch. Also, all landscape islands, divider medians, and planters shall be excavated of limerock and/or compacted soil to a depth of 30 inches and backfilled with specified planting mix to the top of curb. Additionally, all areas along buildings shall be excavated to a depth of 12 inches and backfilled with specified planting mix. No mulch shall be permitted in adjacent swales or right-of-way.

(4) *Reserved.*

(5) All proposed multi-trunk trees shall have a minimum of three trunks with no more than five trunks of equal diameters originating from the base of the tree and with angles no greater than forty-five (45) degrees.

*NOTE:* The Town can require either multi-trunk or single trunk on certain trees.

(6) All proposed trees and palms shall not be planted under roof over hangs or balconies.

(7) All proposed trees and palms within or overhanging pedestrian areas shall have a clear trunk high enough to allow unobstructed pedestrian movement under or around.

(8) Reserved.

(9) All proposed tot lots or pools shall be required to have a minimum shade requirement to allow persons to seek refuge from the sun.

(10) Salt tolerant plant species are encouraged in all areas of the Town.

(11) The concepts of Green Building Design and LEED are encouraged to help reduce water consumption, decrease fossil fuel burning, channel breezes, assist in cooling, create more pervious areas for drainage and promote more environmentally conscious.

(12) All plant root ball sizes shall conform or exceeded the minimum standards in the current edition of Florida Grades and Standards.

(13) All landscape areas with the exception of H30A, H30B and H30C (for single family and duplex only) shall be provided with an automatically operating, underground, and rust free irrigation system designed to have 100 percent coverage with 100 percent overlap. Drip, trickle or other low-volume irrigations systems shall be permitted if designated on approved landscape plans and approved by the Town. Irrigation systems shall be designed to minimize application of water to impervious areas. All PVC risers shall be painted flat black.

(a) Pursuant to F.S. § 373.62, any irrigation system installed after May 1, 1991, shall install a rain sensor device or switch which will override the irrigation cycle of the sprinkler system when adequate rainfall has occurred.

(b) Use of non-potable water, including, but not limited to, water from a canal, lake or a treated water source, in the irrigation of landscaped areas is required when determined to be available and safe.

(c) Automatic controlling devices shall be used on all irrigation systems.

i. Preserved native habitats or native plant communities shall not be irrigated unless required by the Town.

ii. Recommend the use of a second water meter for irrigation to help reduce the cost of the watering the landscape.

*NOTE:* The sewer usage cost is eliminated with this added meter.

iii. Encourage the use of rainwater cisterns to help save water, one of our greatest natural resources. Also, rainwater cisterns will help on reducing watering costs and the impacts of water restrictions on the landscaping. Cisterns shall be provided below grade and are permitted in all zoning districts.

(14) Inspections of sites for landscape and irrigation installation:

(a) A pre-inspection of the site with the landscape and irrigation contractor will be required to discuss all the Town requirements, answer any questions and determine site conditions for appropriate use and selection of landscape material prior to installation.

(b) A final landscape and irrigation inspection will be required upon completion.

(15) Synthetic turf.

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

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

(c) Synthetic turf shall comply with all of the following design standards and shall:



- i. Simulate the appearance of live turf, organic turf, grass, sod or lawn, and shall have a minimum eight-year “no fade” warranty.
- ii. Be of a type known as cut pile infill with pile fibers of a minimum height of 1.75 inches and a maximum height of 2.5 inches.
- iii. Have a minimum face weight of 75 ounces per square yard.
- iv. Be manufactured from polyethylene monofilament, dual yarn system, and manufactured in the United States.
- v. Have backing that is permeable.
- vi. Be lead free and flame retardant.

(d) Synthetic turf shall comply with all of the following installation standards and shall:

- i. Be installed by a state-licensed general contractor in a manner prescribed by the manufacturer.
- ii. Be installed over a subgrade prepared to provide positive drainage and an evenly graded, porous crushed rock aggregate material that is a minimum of three inches in depth.
- iii. Be anchored at all edges and seams consistent with the manufacturer’s specifications.
- iv. Not have visible seams between multiple panels.
- v. Have seams that are joined in a tight and secure manner.
- vi. Have an infill medium consisting of clean silica sand or other mixture, pursuant to the manufacturer’s specifications that shall:

1. Be brushed into the fibers to ensure that the fibers remain in an upright position;
2. Provide ballast that will help hold the turf in place: and
3. Provide a cushioning effect.

(e) Synthetic turf shall comply with all of the following additional standards:

- i. Areas of living plant material shall be installed and/or maintained in conjunction with the installation of synthetic turf. Living plant material shall be provided per the minimum code requirements.
- ii. Synthetic turf shall be separated from planter areas and tree wells by a concrete mow strip, bender board or other barrier with a minimum four-inch thickness to prevent the intrusion of living plant material into the synthetic turf.
- iii. Irrigation systems proximate to the synthetic turf shall be directed so that no irrigation affects the synthetic turf.

(f) Synthetic turf shall comply with all of the following maintenance standards and shall:

- i. Be maintained in an attractive and clean condition, and shall not contain holes, tears, stains, discoloration, seam separations, uplifted surfaces or edges, heat degradation or excessive wear.
- ii. Be maintained in a green fadeless condition and free of weeds, debris, and impressions.

(g) The following uses are prohibited:

- i. Synthetic turf in the public rights-of-way or swales.

ii. Synthetic turf shall not be used as a screening material where screening is required by the Code.

(h) All uses of synthetic turf shall require a building permit. The building permit application shall include, at a minimum, all of the following information:

i. A complete landscape plan showing the area of synthetic turf, area of living plant material, and area and method of separation between these areas. Minimum landscape requirements shall be required.

ii. Details regarding existing or proposed irrigation proximate to the synthetic turf.

iii. Brand and type of synthetic turf, including all manufacturer specifications and warranties.

iv. A scaled cross section and details of the proposed materials and installation, including but not limited to subgrade, drainage, base or leveling layer, and infill.

v. A survey of the property with a signed affidavit from the property owner that no changes have occurred since the date of the survey.

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

[Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 1572, § 2, 4-12-11; Ord. No. 18-1680 , § 3, 4-10-18; Ord. No. 19-1696 , § 2, 6-11-19; Ord. No. 20-1709 , § 3, 1-14-20]

**Sec. 90-253. - Maintenance of landscaped areas.**

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

NOTE: All fertilizer shall be safe and environmentally friendly.

(2) Florida Friendly Fertilizer Use To regulate the proper use of fertilizers by any person who applies fertilizer on turf and/or landscape or plants; requires proper training of commercial and institutional fertilizer applicators; establishes training and licensing requirements; establishes a prohibited application period; specifies allowable application fertilizer application rates and methods, fertilizer-free and low maintenance zones, and exceptions. It requires the use of Best Management Practices for the application of fertilizer to minimize negative environmental effects associated with excessive nutrients in water bodies. These environmental effects have been observed in Dade County's natural and constructed stormwater conveyances, canals, lakes, estuaries and other water bodies. Collectively, these water bodies are an important asset to the environmental, recreational, cultural and economic well-being of Town of Surfside residents and their public health. Overgrowth of algae and vegetation hinder the effectiveness of flood attenuation provided by natural and constructed stormwater conveyances. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, is anticipated to help improve and maintain water and habitat quality.

(a) Timing of fertilizer applications.

i. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the time period in which a flood watch or warning, a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of Town of Surfside, issued by the National Weather Service.

ii. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants if heavy rain two inches or more within a 24-hour period is likely.

iii. No applicator shall apply fertilizers containing nitrogen and/or phosphorus to saturated soils.

iv. Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding or sodding a site and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (wildfire, *etc.*), or in accordance with the stormwater pollution prevent plan for the site.

v. Fertilizer free zones. Fertilizer shall not be applied within ten feet of any water body or canal as defined by the Florida Department of Environmental Protection in Chapter 62-340, Florida Administrative Code, or from the top of a seawall or lake bulkhead. Newly planted turf or landscape plants may be fertilized in this zone only for a 60-day period beginning no sooner than 30 days after planting if needed to allow the vegetation to become well established. Caution shall be used to prevent direct deposition of fertilizer into the water.

(b) Fertilizer content and application rates.

i. Fertilizers applied to turf shall be applied in accordance with requirements and directions provided by Rule 5E-1.003(2), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers. Under Rule 5E-1.003(2), Florida Administrative Code, required application rate and frequency maximums, which vary by plant and turf types, are found on the labeled fertilizer bag or container.

ii. Nitrogen or phosphorus fertilizer shall not be applied to turf or landscape plants except as provided in subsection (1) above for turf, or in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs, unless a soil or tissue deficiency has been verified by an approved test.

iii. Fertilizer used for sports turf at golf courses shall be applied in accordance with the recommendations in “Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses,” published by the Florida Department of Environmental Protection, dated January 2007, as may be amended. Fertilizer used at park or athletic fields shall be applied in accordance with Rule 5E-1.003(2), Florida Administrative Code.

(c) Fertilizer application practices.

i. Spreader deflector shields shall be used when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, fertilizer-free zones and water bodies, including wetlands. Any fertilizer applied, spilled or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

ii. Fertilizer released on an impervious surface must be immediately contained and either legally applied to turf or any other legal site or returned to the original or other appropriate container.

iii. In no case shall fertilizer be washed, swept, or blown off impervious surfaces into stormwater drains, ditches, conveyances, or water bodies.

iv. Property owners and managers are encouraged to use an Integrated Pest Management (IPM) strategy as currently recommended by the University of Florida Cooperative Extension Service publications.

(d) Training.

i. All commercial and institutional applicators of fertilizer shall abide by and successfully complete the six-hour training program in the “Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries” offered by the Florida Department of Environmental Protection through the University of Florida/Broward County

Cooperative Extension Service “Florida-Friendly Landscapes” program or an approved equivalent program. A trained applicator shall have identification or other evidence of successful completion of the training program on their person at all times while applying fertilizer.

ii. Non-commercial and non-institutional applicators not otherwise required to be certified, such as private citizens on their own residential property, are encouraged to follow the recommendations of the University of Florida/IFAS “Florida-Friendly Landscape Program” and label instructions when applying fertilizers.

(e) Licensing of commercial applicators.

i. All businesses applying fertilizer to turf or landscape plants (including, but not limited to, residential lawns, golf courses, commercial properties, multi-family and condominium properties) must ensure that the business owner or his/her designee and at least (1) employee holds the appropriate “Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries” training certificate prior to the business owner obtaining a Town business tax receipt. Standard business tax receipt (BTR) and transaction fees shall apply. Owners for any category of occupation which may apply any fertilizer to Turf and/or Landscape Plants shall provide proof of completion of the program to the Town of Surfside. It is the responsibility of the business owner to maintain the “Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries” certificate to receive their business tax receipt annually.

ii. After adoption of this ordinance, all commercial applicators of fertilizer within the Town of Surfside, shall have and carry in their possession at all times when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a Commercial Fertilizer Applicator per Rule 5E-14.117(18), Florida Administrative Code.

(3) Pesticide Management.

(a) All landscape applications of pesticides, including “Weed and Feed” products, for hire shall be made in accordance with State and Federal Law and with the most current version of the Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries, as amended.

(b) When using pesticides, all label instructions of State and Federal law shall be adhered to. The Florida Department of Agriculture and Consumer Services is responsible for enforcement of pesticide laws.

(4) Management of grass clippings and vegetative matter. In no case shall grass clippings, vegetative material, and/or vegetative debris intentionally be washed, swept or blown on to or into storm-water drains, ditches, conveyances, water bodies, wetlands, sidewalks or roadways. Any material that is accidentally so deposited shall be immediately removed to the maximum extent practicable.

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

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

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

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

(8) An owner is responsible to ensure that landscaping that has been required to be planted pursuant to this Code, or installed in compliance with the landscape requirements previously in effect, be maintained in Florida Grade One condition, including but not limited to single-family residences, multifamily, or business sites. If landscaping is found to be in a state of decline, dead, damaged, or missing, it must be replaced with equivalent landscape material. If total replacement is



required, species conforming to this Code shall be used. If any preserved vegetation dies which is being used to satisfy current landscape code requirements, such vegetation shall be replaced with the same landscape material selected from nursery-grown native stock only.

(9) All trees shall be trimmed in accordance to Miami-Dade County tree preservation code. Any type of tree abuse/hatracking is prohibited with in the Town.

(10) Any trees and/or palms that are diseased (including dead palms with lethal yellowing) or trees and/or palms causing a possible safety hazard as determined by the Town are considered to be a public nuisance. The Town shall enforce the provisions of this section. Any property owner of any lot or parcel of land in the Town shall promptly remove any such tree and/or palm after being notified by the Town. The Town is authorized and empowered to enter on any lot or parcel of land in the Town at any reasonable hour for the purpose of inspecting such trees and/or palms.

(11) Shrubs and hedges shall be maintained that such plant materials do not obstruct clear sight triangles and promote vehicular and pedestrian visibility. Also, hedges planted along property lines shall be maintained and trimmed to prevent branches from extending over and/or touching structures on adjacent properties.

(12) Any plastic or similar artificial landscape materials shall be prohibited with the exception of seasonal holiday decorative displays of less than 60 days duration and synthetic turf as provided for in this article. Synthetic turf shall be permitted with the exception that it shall not be counted towards the minimum landscaped area, buffers, foundation planting or landscape islands.

(13) All property owners shall keep such property and the adjoining unpaved portions of the public rights-of-way, swales and bulkheads clean and free from any accumulation of garbage, trash, liter, or debris.

(14) All property owners with in the Town shall not permit unattended vegetation upon the property, adjoining portions of the rights-of-ways, swales, and canal banks.

(15) The provisions of this Article shall be enforced pursuant to Chapter 15, Article I, of this Code, and by any other means permitted by law.

[Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 18-1680 , § 3, 4-10-18; Ord. No. 19-1696 , § 2, 6-11-19; Ord. No. 20-1709 , § 4, 1-14-20)]

**Sec. 90-254. - Plant material.**

*90-254.1 Quality:*

Plant materials used in accordance with this Code shall conform to the standards for Florida Grade One, or better, (NOTE: Some proposed landscaping can be required to be Florida Fancy) as provided for in the most current edition of Grades and Standards for Nursery Plants, 2nd edition, Feb. 1998, State of Florida Department of Agriculture and Consumer Services, as amended. Additional information not addressed in the Florida Grades and Standards for Nursery Plants shall refer to ANZI Standards Z60.1. Sod shall be green, healthy, clean and visibly free of weeds, noxious pests and diseases. It shall be solid St. Augustine “Floritam”, “Palmetto”, or Bermuda, laid on a smooth planting base with tight joints, at 100 percent coverage at time of planting and cut to fit all landscape planters and curb areas.

*90-254.2 Native vegetation.*

50 percent of all vegetation, excluding all turf grass, required to be planted by this Code shall be indigenous to South Florida.

*90-254.3 Preserved/created native plant communities.*

Native Plant communities shall be preserved or created. Sites which consist of five acres or more, where there is no viable native plant community, the applicant shall show on the landscape plan an area or areas equivalent to 2½ percent of the site to be planted and preserved as an native plant community. Sites which consist of two to five acres may incorporate a native plant community into the landscape buffer or interior landscaping requirements.

*90-254.4 Trees:*

(1) *Shade/canopy tree:* Shade/canopy tree shall be a minimum overall height of 14 feet, six feet spread, 2½ inches DBH and five feet clear trunk. This category shall constitute 20 percent of the minimum required trees.

(2) *Intermediate trees:* Intermediate trees shall be a minimum overall height of 12 feet, five feet spread, two inches DBH and 4½ feet clear trunk. This category shall constitute 20 percent maximum of the required trees.

(3) *Small trees:* Small trees shall be a minimum overall height of ten feet, 4½ feet spread, one and 1½ inches DBH and four feet clear trunk. This category shall constitute no more than 20 percent of the required trees.

(4) *Palms:* Palms shall have a minimum of six feet grey wood and shall constitute no more than 40 percent of the required trees. All palms with the exception of *Roystonea elata/regia*, *Phoenix canariensis*, *Phoenix dactylifera*, *Phoenix sylvestris*, *Phoenix reclinata*, *Wodyetia bifurcata*, and *Bismarckia nobilis*, shall be counted at three for one and planted with staggered heights.

*NOTE:* All proposed coconut palms shall be certified to be resistant to Lethal yellowing.

(5) All landscaping including shrubs and groundcover shall be guaranteed for one year after final landscape inspection.

(6) *Street tree requirements:*

(a) Street trees shall be required at one shade tree/palm tree per 20 linear feet of street frontage thereof along all public or private street rights-of-way in all zoning districts.

(b) Street trees shall be of a species typically grown in South Florida that normally matures to a height of at least 20 feet. Street trees shall have a clear trunk of over seven feet, an overall height of fourteen (14—16) feet and a minimum of 2½ inches DBH at time of planting. Palm trees utilized as street trees shall have eight foot clear wood.

(c) The average spacing requirement for H40 districts shall be based on the total lineal footage of roadway for the entire project and not based on individual lot widths.

(d) Street tree species shall be approved by the Town during plan review. Street trees shall visually define the hierarchy of roadways, provide shade along roadways, and provide a visual edge along roadways. Consideration shall be given to the selection of trees, plants and planting

site to avoid serious problems such as clogged sewers, cracked sidewalks, and power service interruptions.

(e) Street trees shall be placed within the swale area or shall be placed on private property where demonstrated to be necessary due to right-of-way obstructions as determined by the Town. A public works permit shall be obtained prior to planting any tree in the right-of-way. Trees shall be planted in conformance with the Right Tree, Right Place Guidelines for planting trees near power lines published within Florida Power & Light's "Right Tree, Right Place" brochure, as amended.

(f) Street trees planted along roadways and/or sidewalks shall be placed a minimum of four feet off the interior pavement edge.

(g) Street trees planted within sidewalk or curbed planting area along parallel parking shall have a minimum planting area of six feet by six feet. If the street tree is planted within the sidewalk, root barrier(s) of minimum depth of 12 inches shall be installed per manufacturer's recommendations. These trees shall require adjustable tree grates or groundcover to full coverage inside planting area.

(h) When trees are planted within the right-of-way, the owners of land adjacent to the areas where street trees are planted must maintain those areas including the trees, plants, irrigation and sod. Trees must be maintained free and clear of powerlines and all trees and plantings shall be maintained in a manner which prevents and alleviates the danger of the trees damaging power lines, consulting with American Natural Standards Institute ("ANSI") A300 (Part I)—2001 Pruning Standards, as amended, and ANSI Z133.1-2000 Pruning, Repairing, Maintaining, and Removing Trees, and Cutting Brush Safety Requirements, as amended. Where the state, county or Town determines that the planting of trees and other landscape material is not appropriate in the public right-of-way, they may require that said trees and landscape material be placed on private property.

(i) If any property owner fails to maintain trees and other landscaping in right-of-way or on private property, as required by this Code, the Town shall provide a written warning with 45 days to remedy, after which, the Town

may take action and assess costs pursuant to article III, property maintenance standards of chapter 14.

(j) Where the Town determines a tree or landscaping in the right-of-way poses an immediate threat to the health, safety and welfare of residents or is extremely likely to cause imminent damage to utilities or powerlines, said tree or landscaping may be removed by the Town, at the owner's expense. Such costs shall be assessed against a property owner and property pursuant to article III, property maintenance standards of chapter 14.

(7) It shall be a violation of this Code of any person to plant, replant, permit to be planted or permit to be replanted any of the plants, trees, weeds, shrubs and vegetation listed below. In addition, these species shall be removed from the construction sites with the exception of existing ficus hedges that have been damaged during a strong storm or hurricane. If 50 percent or more viable ficus hedge material is left than the additional missing 50 percent or less can be replaced:

<b>Botanical Name</b>	<b>Common Name</b>
<i>Acacia auriculiformis</i>	Earleaf Acacia
<i>Adenanthera pavonina</i>	Red sandalwood
<i>Aeginetiaspp. (all)</i>	Aeginetia
<i>Ageratina adenophora</i>	Crofton weed
<i>Albizia julibrissin</i>	Mimosa
<i>Albizia lebbeck</i>	Woman's Tongue
<i>Alectra spp. (all)</i>	Yerba de hierro
<i>Alternanthera philoxeroides</i>	Alligator weed
<i>Alternanthera sessilis</i>	Sessile joyweed
<i>Araucaria heterophylla</i>	Norfolk Island Pine
<i>Ardisia crenata</i>	Coral ardisia
<i>Ardisia solanacea</i>	Shoebuttan Ardisia
<i>Asphodelus fistulosus</i>	Onionweed
<i>Avena sterilis</i>	Animated oat
<i>Azolla pinnata</i>	Asian mosquito fern
<i>Bischofia javanica</i>	Bischofia, Toog

<b>Botanical Name</b>	<b>Common Name</b>
<i>Borreria alata</i>	Broadleaf buttonweed
<i>Brassaia actinophylla</i>	Schefflera
<i>Broussonetia papyrifera</i>	Paper mulberry
<i>Carthamus oxycantha</i>	Wild safflower
<i>Casuarina spp.</i>	Australian Pine
<i>Cestrum diurnum</i>	Day blooming jasmine
<i>Chrysopogon aciculatus</i>	Pilipiliula
<i>Cinnamomum camphora</i> <i>Colocasia esculenta</i>	Camphor tree Taro
<i>Colubrina asiatica</i>	Latherleaf
<i>Commelina benghalensis</i>	Benghal dayflower
<i>Crassula helmsii</i>	Swamp stonecrop
<i>Crupina vulgaris</i>	Common crupina
<i>Cupianopsis spp.</i>	Carrotwood
<i>Cuscuta japonica</i>	Japanese dodder
<i>Cuscuta megalocarpa</i>	Bigfruit dodder
<i>Cuscuta potosina</i>	Globe dodder
<i>Cuscuta</i> spp. (except natives)	Exotic dodder vines
<i>Dalbergia sissoo</i>	Indian Rosewood
<i>Digitaria abyssinica</i>	Couch grass
<i>Digitaria velutina</i>	Velvet finger grass
<i>Dioscorea alata</i>	White yam
<i>Dioscorea bulbifera</i>	Air potato
<i>Drymaria arenarioides</i>	Alfombrilla
<i>Eichhornia azurea</i>	Anchored waterhyacinth
<i>Eichhornia spp. (all)</i>	Water hyacinths
<i>Emex australis</i>	Three-cornered jack
<i>Emex spinosa</i>	Devil's thorn
<i>Enterolobium contortisliquum</i>	Ear-pod tree
<i>Eucalyptus spp. (1 or more)</i>	Eucalyptus trees
<i>Euphorbia prunifolia</i>	Painted euphorbia

Botanical Name	Common Name
<i>Fatoua spp. all</i>	Fescue
<i>Ficus altissima</i>	False banyan
<i>Ficus benghalensis</i>	Banyan tree
<i>Ficus benjamina</i>	Weeping fig
<i>Ficus carica</i>	Edible fig
<i>Ficus decora</i>	Rubber tree
<i>Ficus nitida/Ficus microcarpa</i>	Cuban laurel
<i>Ficus religiosa</i>	Bo tree
<i>Ficus spp. (all non-natives)</i>	Ficus
<i>Flacourtia indica</i>	Governor's plum
<i>Flueggea virosa</i>	Flueggea
<i>Foeniculum vulgare</i>	Fennel
<i>Fragaria chiloensis var. Ananassa</i>	Strawberry
<i>Fraxinus uhdei</i>	Shamel ash
<i>Galega officinalis</i>	Goatsrue
<i>Grevillea robusta</i>	Silk Oak
<i>Heracleum mantegazzianum</i>	Giant hogweed
<i>Hibiscus tiliaceus</i>	Mahoe
<i>Hydrilla verticillata</i>	hydrilla
<i>Hygrophila polysperma</i>	Miramar weed
<i>Imperata brasiliensis</i>	Brazilian satintail
<i>Imperata spp.</i>	Cogon grass
<i>Ipomoea aquatica Ipomoea fistulosa</i>	Chinese waterspinach Shrub morning glory
<i>Ipomoea triloba</i>	Little bell morning glory
<i>Jacaranda acutifolia</i>	Jacaranda
<i>Jasminum dichotomum</i>	Gold Coast jasmine
<i>Jasminum fluminense</i>	Brazilian jasmine
<i>Lagarosiphon major</i>	Oxygen weed
<i>Lagarosiphonspp. (all)</i>	African elodeas
<i>Lantana camara</i>	Shrub verbena

<b>Botanical Name</b>	<b>Common Name</b>
<i>Leptochloa chinensis</i>	Asian sprangletop
<i>Leucaena leucocephala</i>	Lead Tree, Jumbie Bean
<i>Ligustrum sinense</i>	Chinese privet
<i>Limnocharis flava</i>	Sawa flowering-rush
<i>Limnophila sessiliflora</i>	Ambulia
<i>Lonicera japonica</i>	Japanese honeysuckle
<i>Lycium ferocissimum</i>	African boxthorn
<i>Lygodium japonicum</i>	Japanese climbing fern
<i>Lygodium microphyllum</i>	Old World climbing fern
<i>Lythrum salicaria</i>	Purple loosestrife
<i>Manilkara zapota</i>	Sapodilla
<i>Melaleuca quinquenervia</i>	Melaleuca or Paperbark
<i>Melastoma malabathricum</i>	Indian rhododendron
<i>Melia azederach</i>	Chinaberry tree
<i>Merremia tuberosa</i>	Woodrose
<i>Mikania cordata</i>	Mile-a-minute vine
<i>Mikania micrantha</i>	Mile-a-minute vine
<i>Mimosa invisa</i>	Giant sensitive plant
<i>Mimosa pigra</i>	Cat-claw mimosa
<i>Monochoria hastata</i>	Monochoria
<i>Monochoria vaginalis</i>	Asian pickerel weed
<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
<i>Nassella trichotoma</i>	Serrated tussock
<i>Nechamandra alternifolia</i>	Indian elodea
<i>Neyraudia reynaudiana</i>	Burma reed
<i>Orobanchesspp. except (O. uniflora)</i>	Broomrape
<i>Oryza longistaminata</i>	Red rice
<i>Oryza punctata</i>	Red rice
<i>Oryza rufipogon</i>	Wild red rice
<i>Ottelia alismoides</i>	Duck-lettuce
<i>Paederia cruddasiana</i>	Sewer vine



<b>Botanical Name</b>	<b>Common Name</b>
<i>Paederia foetida</i>	Skunk vine
<i>Paspalum scrobiculatum</i>	Kodo-millet
<i>Pennisetum clandestinum</i>	Kikuyu grass or Napier grass
<i>Pennisetum macrourum</i>	African feather grass
<i>Pennisetum pedicellatum</i>	Kyasuma grass
<i>Pennisetum polystachyon</i>	Mission grass
<i>Pistia stratiotes</i>	Water-lettuce
<i>Pongamia pinnata</i>	Pongam
<i>Pontederia rotundifolia</i>	Tropical pickerelweed
<i>Prosopis spp. (Except natives)</i>	Mesquite
<i>Pueraria Montana</i>	Kudzu
<i>Rhodomyrtus tomentosa</i>	Downy Rose Myrtle
<i>Ricinus communis</i>	Castor bean
<i>Rottboellia cochinchinensis</i>	Itch grass
<i>Rubus fruticosus</i>	European bramble blackberry
<i>Rubus moluccanus</i>	Asian wild raspberry
<i>Saccharum spontaneum</i>	Wild sugarcane
<i>Sagittaria sagittifolia</i>	Eurasian arrowhead
<i>Salsola vermiculata</i>	Wormleaf salsola
<i>Salvinia spp.</i>	Salvinia
<i>Sapium sebiferum</i>	Chinese tallow tree
<i>Scaevola taccada</i>	Beach naupaka
<i>Schefflera actinophylla</i>	Queen's Island umbrella
<i>Schinus terebinthifolius</i>	Brazilian Pepper, Florida Holly
<i>Setaria pallidefusca</i>	Cattail grass
<i>Solanum tampicense</i>	Wetland nightshade
<i>Solanum torvum</i>	Turkeyberry
<i>Solanum viarum</i>	Tropical soda apple
<i>Sparganium erectum</i>	Exotic bur-reed
<i>Stratiotes aloides</i>	Water-aloe
<i>Striga asiatica</i>	Asiatic witchweed

<b>Botanical Name</b>	<b>Common Name</b>
<i>Striga densiflora</i>	Denseflower witchweed
<i>Striga gesnerioides</i>	Cowpea witchweed
<i>Striga hermonthica</i>	Purple witchweed
<i>Syzygium cumini</i>	Java plum or Jambolan
<i>Syzygium jambos</i>	Rose-apple
<i>Terminalia cattapa</i>	Tropical Almond
<i>Thespesia populnea</i>	Seaside Mahoe
<i>Trapaspp. (all)</i>	Water chestnuts
<i>Tribulua cistoides</i>	Puncture vine
<i>Tridax procumbens</i>	Coat buttons
<i>Urochloa panicoides</i>	Liverseed grass
<i>Vossia cuspidate</i>	Hippo grass
<i>Wedelia trilobata</i>	Wedelia

(8) The use of wind tolerant trees and palms are encouraged due to the high risk of hurricanes in South Florida. Every effort should be utilized to reduce the risk of damage and liability by utilizing more wind tolerant landscaping. Also, the use of landscaping that is very poisonous, has a major pest or insect problem, thorny spines, drops messy fruit or has an aggressive root system will be reviewed case by case.

(9) The use of plant materials that reinforce the ambience of the Town's distinctive, lush, subtropical character is encouraged.

(10) The following plant list species shall not be considered as a required tree or palm. However, these species may be utilized as an accent:

<b>Botanical Name</b>	<b>Common Name</b>
Arborvitae spp.	Thuja
Dypsis lutescens	Areca Palm
Veitchia merrillii	Christmas Palm
Cupressus sempervirens	Italian Cypress
Caryota mitis	Fishtail Palm

Citrus spp.	Citrus
Nerium oleander	Oleander
Ravenala madagascariensis	Travelers Tree
Phoenix roebelenii	Pygmy Date Palm
Sterlizia nicolai	White Bird of Paradise

(11) All trees and palms must be a minimum of four feet from all underground utility lines. Also, refer to the site lighting and fire hydrant requirements for tree and palms.

(12) All invasive exotic pest plants shall be removed from the site prior to final inspection.

(13) All landscape substitutions including shrubs and groundcover shall require Town approval prior to installation.

(14) No more than 30 percent (of required trees shall be of the same species. The tree diversity mix shall be as follows:

Number of Trees	Number of Species Required
1—4	4
5—25	5
26—50	6
51—75	7
75—100	8
100+	9

*90-254.8 Shrubs and hedges.*

(1) Shrubs shall be a minimum of two feet high, full to base, two feet spreads and planted two feet on center when measured immediately after planting. If the spreads can not be met with the two feet requirement then 18 inches spreads and 18 inches on centers can be utilized. When shrubs are used as a screen around vehicular open space areas, said shrubs shall be a minimum of two feet in height

above the vehicular open space pavement surface that directly abuts the shrubs at time of planting and branch touching branch.

(2) Required buffer hedges shall be planted two feet high, full to the base, two-foot spreads and two feet on center spacing (branch touching branch) and maintained so as to form a continuous, unbroken solid, visual screen, with a maximum height of three feet, to be attained within one year after planting. If the spreads can not be met with the two-foot requirement then 18-inches spreads and 18 inches on centers can be utilized.

(3) Shrubs shall be planted so the branches do not touch the building walls or walkways at time of planting.

(4) *Ficus* spp., when planted as a hedge, may be used to meet the requirements of dumpster enclosure, mechanical equipment and electrical transformer screening only.

#### *90-254.6 Vines.*

Vines shall be full and a minimum of 30 inches in supported height immediately after planting. The method of attachment shall be indicated on the landscape plans.

#### *90-254.7 Groundcover.*

Groundcovers shall be full and planted with a minimum of 75 percent coverage with 100 percent coverage occurring within three months of installation. All ground cover shall be planted so not to touch the building walls or walkways at time of planting.

#### *90-254.8 Turf:*

(1) All turf areas including but not limited to swales, lake maintenance easements, and retention areas shall be sodded using St. Augustine Floratam, Palmetto or Bermuda sod to the water line.

(2) Turf shall not be treated as a fill-in material, but rather as a major planned element of the landscape and shall be placed so that it can be irrigated separately from planting beds.

(3) Turf areas shall be consolidated and limited to those areas on the site that require pedestrian traffic, provide for recreation use or provide soil erosion control such as on slopes or in swales, or surface water management areas, and where turf is used as a design unifier, or other similar practice use. Turf areas shall be identified and labeled on the landscape plan.

(4) The following percentages shall apply to turf areas:

(a) No more than 80 percent of the landscape area for single-family and duplex dwellings may be in turf grass.

(b) No more than 60 percent of the landscape area for multifamily dwellings may be in turf grass.

(c) No more than 50 percent of the landscape area for other development uses may be in turf grass, notwithstanding the use of artificial turf for the purpose of municipal athletic fields.

~~90-254.9~~ *90-254.9 Planting soil and topsoil.*

Topsoil and/or planting soil shall be clear and free of construction debris, weeds and rocks. The topsoil and/or planting soil for all planting areas shall be composed of a minimum of 50 percent muck and 50 percent sand or 80 percent sand and 20 percent muck.

[(Ord. No. 1558, § 2(Exh. A), 6-8-10; [Ord. No. 18-1680](#) , § 3, 4-10-18)]

**Sec. 90-255. - Vegetative provisions.**

*90-255.1 Florida Friendly.*

(1) A minimum of 20 percent of the pervious area on single family and duplex dwellings must be in Florida Friendly landscape.

(2) A minimum of 40 percent of the pervious area of multifamily dwellings must be Florida Friendly landscape.

(3) A minimum of 50 percent of the pervious area of all other development uses must be in Florida Friendly landscape.

~~90-90~~255.2 *Use of site specific plant material.*

Plants used in the landscape design shall be to the greatest extent, appropriate to the soil and other environmental conditions in which they are planted.

~~90-90~~255.3 *Invasive exotic plant material.*

As a condition of approval, the property owner shall remove all invasive exotic species from the property prior to final.

[Ord. No. 1558, § 2(Exh. A), 6-8-10; [Ord. No. 19-1696](#) , § 2, 6-11-19]

**Sec. 90-256. - Landscape buffer areas between residential and non-residential properties and vehicular use areas.**

*90-256.1 Applicability:*

All proposed development or redevelopment sites and vehicular use areas serving H30C, H40, H120, or municipal uses shall conform to the minimum landscaping requirements hereinafter provided. Interior parking landscape requirements under or within buildings and parking areas serving H30A and H30B districts are exempt. Additionally, SD-B40 shall be exempt. Expansive concrete or paver areas shall require landscaping to soften and scale the buildings.

*90-256.2 Required buffer landscaping adjacent to streets and abutting properties:*

On any proposed, redeveloped site, or open lot providing a vehicular use area for H30C, H40, H120, adjacent or contiguous to H40, or municipal plots where such area is abutting street(s) and/or property lines, including dedicated alleys, landscaping shall be provided between such area and such perimeters as follows:

- (1) A flat ground level or bermed strip of land at least ten feet in depth, located along all the property lines of abutting street(s) and abutting property line(s) shall be landscaped, except that the landscape buffer abutting Collins Avenue in the H120 district shall begin 2.5 feet east of the east edge of public sidewalk and shall be 7.5 feet wide. The 2.5-foot area between the public sidewalk and landscaping shall be improved with the same surface treatment as the public sidewalk to result in a wider pedestrian path along Collins Avenue. All landscape buffers shall include three trees for each 50 linear feet or fraction thereof. The first tree shall be set back from the intersection of the ingress/egress and the street. The setback area shall be limited to groundcover only. In addition, a hedge, berm, wall or other durable landscape barrier shall not create a sight hazard by being placed along the inside perimeter of such landscape strip and shall be maintained at a maximum height of three feet, if contiguous to a pedestrian walkway, to meet crime

prevention through environmental design (CPTED) principles. If such durable barriers including walls or fences are of nonliving material, it shall be screened to the height of the durable barrier with a hedge along the street side of such barrier. If a fence or wall is utilized along an abutting property line it must be installed at the property line and screened to the height of the durable barrier with a hedge from the inside. The remainder of the required landscape area shall be landscaped with turf grass, groundcover or other landscape treatment, excluding paving, turf grass not to exceed the maximum amount allowable in the Florida Friendly requirements. This buffer may not be counted toward meeting the interior landscape requirements.

(2) All property other than the required landscaped strip lying between the streets and abutting property lines shall be landscaped with turf grass or other groundcover; if turf grass is used, it shall not exceed the Florida Friendly requirements.

(3) All Town-approved necessary accessways from the public street through all such landscaping shall be permitted to service the site.

(4) Parking area interior landscaping. An area, or a combination of areas, equal to 20 percent of the total vehicular use area exclusive of perimeter landscape buffers required under this subsection shall be devoted to interior landscaping. Any perimeter landscaping provided in excess of that required by this section shall be counted as part of the interior landscaping requirements, as long as such landscaping is contiguous to the vehicular use area and fulfills the objective of this subsection.

(5) All parking areas shall be so arranged so that if there are ten or less contiguous parking stalls along the same parking aisle, the eleventh space shall be a landscaped peninsula a minimum of 11 feet in width with a minimum of ten feet wide landscape area. Also, all rows of parking shall be terminated with 11 feet in width landscape islands with ten feet wide landscape area. In addition, there shall be a minimum requirement of one shade tree and 25 shrubs planted for every landscaped island. If landscaped divider medians are utilized, they must be a minimum of six feet wide. The minimum dimensions of all proposed landscaped areas not mentioned in this chapter shall be six feet wide. In addition, any Town-approved grass parking areas will meet the same requirements as paved parking, and will not be calculated in the pervious space requirements.

(6) Landscaped areas, walls, structures and walks shall require protection from vehicular encroachment through appropriate wheel stops or curbs located a minimum of 2½feet from any landscaped area

*NOTE:* The Town encourages the use of Type “D” curbing in parking area that abut landscape areas to provide more green area and lessen the chance of tripping hazards. This can not be utilized to count for buffer or divider median requirements, but can be utilized for pervious and landscaping in the VUA percentages.

(7) Where any plot zoned or used for H120 is contiguous to the bulkhead line, a landscape area consisting of the bulkhead line, the erosion control line, and the property lines shall be provided or restored. The proposed landscape material for the required landscape area shall be 100 percent landscape material used on the barrier island dune system and shall be composed of native plants adapted to the soil and climatic conditions occurring on-site. Additionally, all plant species, amount of plant material, plant spacing and design shall be approved by the Town.

[Ord. No. 1554, § 2, 6-8-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; [Ord. No. 19-1696](#) , § 2, 6-11-19]

**Sec. 90-257. - Reserved.**

**Editor’s note—** Ord. No. 1626, § 3, adopted Nov. 18, 2014, repealed former § 90-92 in its entirety which pertained to sight triangles and clearance and derived from Ord. No. 1558, § 2(Exh. A), adopted Aug. 10, 2010.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-258. - Open space.**

All open space on any site shall conform to the following requirements:

(1) *General landscape treatment:*

(a) Groundcover, shrubs, and other landscape materials (not including rocks, gravel, pavers, turf blocks, artificial turf, or other items) shall be installed to cover all open space areas not covered by paving or structures, using the required percentages specified in the plant material section. No substance including rocks, gravel, pavers, turf blocks, artificial turf or other materials which prevents water percolation shall be used in areas not



approved for paving or structures. Proper horticultural planting practices shall comply with Florida Friendly requirements.

(b) Along all buildings and structures, mature landscaping at installation shall be installed at one-half the height of the building or structure at one tree per 25 linear feet of each building’s facade on all sides for scaling and softening. On buildings over 75 feet in height the proposed trees/palms shall be at least 35 to 38 feet tall at time of installation.

*NOTE:* If the landscape buffer is contiguous to the building then the landscape buffer requirement will supersede, with the exception of one tree per 25 feet being one-half the height of the building at installation. Additionally, shrubs and groundcovers shall be added to enhance the building. In all districts except the SD-B40 district, a minimum six-foot-wide landscape strip shall be provided not including overhands or awnings around all the buildings.

(2) *Shrub and tree requirements:* Shrubs and trees shall be planted in the open spaces to meet the following requirements:

Percent of Site in Open Space (Amount of Pervious Landscape Planting Area)	Tree and Shrub Requirements
Less than 30%	1 tree and 10 shrubs per 1,000 sf
30—39%	1 tree and 8 shrubs per 1,500 sf
40—49%	1 tree and 6 shrubs per 2,000 sf
50% or more	1 tree and 6 shrubs per 2,500 sf

(3) *Screening of equipment:* Dumpsters, mechanical equipment, A/C units, electrical transformers, generators and all above ground equipment shall be screened on at least three sides by landscape material that equal to the height of the element at installation. Such screening shall not interfere with normal operation of equipment and shall be maintained at the height of the element or no more than one foot above. In addition, bus shelters which are located within property lines shall be screened with plant material a minimum of two feet in height on three sides, and one canopy tree, 14 feet in height or three palms.

(4) *Signs:* All freestanding sign installations require the installation and establishment of plant material to enhance the structure, at a minimum of one shrub for every two feet of lineal width of the sign structure on each side; and groundcover, a minimum of five feet around the perimeter of the sign base, designed in such a manner so as to not block the message on the sign. Trees or palms shall be required to enhance the sign with blocking it.

(5) *Minimum landscape credits and adjustments:* An owner shall receive credit against the minimum landscape code requirements of this Code for preservation, replacement or relocation of existing trees as determined by the Town.

[Ord. No. 1554, § 2, 6-8-10; Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 19-1696 , § 2, 6-11-19]

**Sec. 90-259. - Landscape buffers.**

(1) Where any plot zoned or used for H30C, H40 or H120 is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least ten feet in depth.

(2) Where any plot zoned or used for H40 or H120 or H30C is contiguous to any plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.

(3) Where any plot zoned or used SD-B40 or municipal plot is separated by a street, alley, canal or public open space from a plot zoned or used for H30A or H30B, said plot shall provide a landscape buffer of at least 15 feet in depth.

(4) Where any plot zoned or used for SD-B40 or municipal plot is contiguous to a zoned or used plot of H30A or H30B, said plot shall be provide a landscape buffer of at least 20 feet in depth.

(5) Refer to landscape requirements for landscape buffer and vehicular use areas adjacent to streets and abutting properties section for landscape requirements. The only additional requirement is a 2½ foot tall undulating and meandering landscape berm at three to one slope with layered landscaping along the perimeter adjacent or contiguous to any zoned or used plots of H30A or H30B.

(6) In cases where nonresidential property abuts residential property, the Town can require such additional landscaping as is necessary to protect the aesthetics and minimize the impacts of the surrounding area.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-260. - Single-family H30A and H30B district landscape requirements.**

All new H30A and H30B dwellings shall conform to the following minimum landscaping requirements:

(1) *Landscape plans:* H30A and H30B dwellings may submit landscape plans in the form of a H30A and H30B landscape data table, on a form provided by the Town at time of permit application for review. This form shall include the required minimum landscape requirements, specifications and acceptable plant material choices to be chosen by the applicant. After the applicant has submitted a completed and signed form, a review of the form will be done to verify that all the requirements have been met. Landscape drawings are not required for H30A and H30B dwellings, however, plans are recommended.

(2) *General landscape treatment:* Trees, turf grass, groundcover, shrubs and other decorative landscape material shall be used to cover all disturbed ground not covered by building and paving; with Florida Friendly to be a minimum of 20 percent of the open space of the site.

(3) *Shrub and tree requirements:*

(a) A minimum of five trees of two different species and 25 shrubs shall be planted per lot. On corner lots an additional one tree and 10 shrubs shall be required. For all lots larger than 8,000 square feet in area, additional shrubs and trees shall be provided at the rate of one tree and ten shrubs per 2,000 square feet of lot area; however, there shall be no more than 15 trees and 100 shrubs required per acre.

(b) Where possible, a minimum of two trees shall be required in the front of the lot. Shrubs shall be incorporated in a manner on the site so as to be a visual screen for mechanical equipment or other accessories to the residence.

(c) The required shade tree in this subsection shall be a minimum of 30 percent at an overall height of 12 feet to 14 feet with a minimum canopy spread of five feet and a DBH of 2½ inches. The small trees can be a maximum of 30 percent at 12 to 14 feet and minimum canopy spread of six feet and DBH of 2½ inches. Palm trees shall have a minimum of six feet of grey wood or clear wood and are counted as three for one (unless from the one for one list) and total palms can not make up more than 40 percent of the total trees.

(d) Street trees are required and additional to this subsection. Refer to plant material section for street tree requirements.

[Ord. No. 1558, § 2(Exh. A), 8-10-10; Ord. No. 19-1696 , § 2, 6-11-19]

**Sec. 90-261. - Preparer's certification of landscape compliance.**

(1) All zone or use districts, except H30A and H30B, shall require a preparer's certification of landscape compliance bearing the original letterhead of the designing firm and licensing number shall be submitted to and approved by the Town of Surfside prior to issuance of any final certificate of use, certificate of occupancy, or certificate of completion. The preparer's certification of landscape compliance shall contain a statement, signed and sealed by the landscape architect of record who prepared the approved plans, that the landscape and irrigation plans have been implemented and that all requirements of this chapter have been met. The original designing firm and the Town prior to the implementation of any changes and substitutions shall approve said changes or substitutions to the approved plan.

(2) For a new H30A and H30B residence, the owner or owner's agent may certify in writing that landscape and irrigation have been installed according to approved plan(s). All changes or substitutions must be approved by the Town of Surfside prior to installation.

(3) The Town shall inspect all projects for compliance prior to issuance of a certificate of use, certificate of occupancy, or certificate of completion.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-261. - Tree removal, tree relocation, tree preservation, and tree abuse.**

Tree removal/relocation permits and native plant community vegetation removal permits are required prior to the removal/relocation of trees, specimen trees, or any vegetation, pursuant to section 24-60 of the Code of Miami-Dade County. Also, tree abuse including hack racking is prohibited within the Town. Tree protection barriers are required during site development to preserve existing and relocated trees. The Miami-Dade County Department of Environmental Resources Management is responsible for administering and enforcing these provisions.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

**Sec. 90-262. - Landscape manual and materials.**

The Town of Surfside shall prepare and from time to time revise the landscape manual and any functional landscape materials regarding these requirements. Said manual and materials shall be made available to the public.

[Ord. No. 1558, § 2(Exh. A), 8-10-10]

Secs. 90-263-269. Reserved.

**ARTICLE VI. - REASONABLE ACCOMMODATION AND RELIGIOUS LAND USE RELIEF PROCEDURES**

**Sec. 90-270. - Religious land use relief procedures.**

This section implements the policy of the town for addressing possible unintended violation of the Religious Land Use and Institutionalized Persons Act of 2000, 42 U.S.C. Sec. 2000cc et seq. ("RLUIPA") and the Florida Religious Freedom Restoration Act of 1998 ("RFRA") identified during implementation of this Code, and related rules, policies, and procedures.

(1) A person, including a religious assembly or institution, may request relief under this section in writing by completing a religious land use relief request form, which is available from the town's planner. The form shall contain such questions and requests for information as are necessary for evaluating the relief requested.

(2) The town commission shall have the authority to consider and act on requests for reasonable relief submitted to the town planner, after notice as provided in subsection (7). The purpose of the public hearing is to receive comments, input and information from the public, which shall be taken under advisement by the commission. The commission may: (1) grant the relief requested, (2) grant a portion of the request and deny a portion of the request,

and/or impose conditions upon the grant of the request, or (3) deny the request, in accordance with federal law. Any denial shall be in writing and shall state the reasons the relief was denied. The commission may request additional information from the requesting party, specifying in sufficient detail what information is required and may defer a decision until the following regularly scheduled commission meeting. The requesting party shall have 15 days after the date the information is requested to provide the needed information.

(3) If the requesting party fails to provide the requested additional information within the 15 day period, the town attorney shall issue a written notice advising that the requesting party had failed to timely submit the additional information and that the request for relief shall be deemed abandoned and/or withdrawn and no further action by the town with regard to said reasonable relief request shall be required.

(4) In determining whether the reasonable relief request shall be granted or denied, the applicant shall be required to establish all of the following:

(a) The applicant is a claimant under RLUIPA or RFRA; and

(b) The town has imposed a substantial burden on the religious exercise of the applicant, whether a person, religious assembly or instruction, and the burden is not a result of the town furthering a compelling governmental interest and is not the least restrictive means of furthering that compelling governmental interest; or

(c) The town has imposed or implemented a land use regulation in a manner that treats a religious assembly or institution on less than equal terms with a nonreligious assembly or institution, discriminates on the basis of religion or religious denomination, excludes religious assemblies from a jurisdiction or unreasonably limits religious assemblies, institutions or structures within a jurisdiction.

(d) No fee shall be imposed by the town in connection with a request for reasonable relief under this section. The town shall have no obligation to pay a requesting party's or an appealing party's attorney fees or costs in connection with the request for an appeal.

(e) While an application for reasonable relief is pending before the town, the town will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(f) The town shall display a notice in the town's public notice bulletin board and shall maintain copies available for review in the town clerk's office, advising the public that a request for relief under RLUIPA or RFRA has been filed with the town commission.

**Sec. 90-271. - Reasonable accommodation procedures.**

(a) *Implementation of policy.* This section implements the policy of the town for processing of requests for reasonable accommodation to its ordinances, rules, policies, and procedures for persons with disabilities as provided by the Federal Fair Housing Amendments Act (42 U.S.C. 3601 *et seq.*) (“FHA”) and Title II of the Americans with Disabilities Act (42 U.S.C. Section 12131 *et seq.*) (“ADA”). For purposes of this section, a “disabled” individual or person is an individual that qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the town’s ordinances, rules, policies, practices and/or procedures (hereinafter, for the purposes of this section, the “Town Regulations”) as provided by the FHA and the ADA pursuant to the procedures set out in this section. The town commission shall appoint a special master who shall make final determinations on applications for reasonable accommodations related to relief from Town Regulations.

(b) *Request to be in writing.* A request by an applicant for reasonable accommodation under this section shall be made in writing by completion of a reasonable accommodation request form, which form is maintained by (and shall be submitted to) the town manager. The reasonable accommodation form shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request. For a reasonable accommodation to any of the town regulations pertaining to housing or zoning, the application, shall, at a minimum, require the following information:

- (1) Name and contact information for applicant or applicant’s authorized representative;
- (2) Address of housing or other location at which accommodation is requested;
- (3) Description of reasonable accommodation required;
- (4) A description of the accommodation and the specific regulation(s) and/or procedure(s) from which accommodation is sought;
- (5) Reason(s) the reasonable accommodation may be necessary for the individual(s) with disabilities to use and enjoy the housing or other service;
- (6) A statement as to whether the applicant is seeking the accommodation in order to make housing and/or provision of housing financially viable, with supporting documentation;

(7) A statement as to whether the applicant is seeking the accommodation is therapeutically necessary, with supporting documentation; and

(8) Proof of satisfactory fire, safety, and health inspections required by F.S. § 397.487, as amended, and other applicable law.

(c) *Medical information; confidentiality.* Should the information provided by the disabled individual to the town include medical information or records, including records indicating the medical condition, diagnosis or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the town, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s). The town shall thereafter endeavor to provide written notice to the disabled individual(s), and/or their representative, of any request received by the town for disclosure of the medical information or documentation which the disabled individual(s) has previously requested be treated as confidential by the town. The town will cooperate with the disabled individual(s), to the extent allowed by law, in actions initiated by such individual(s) to oppose the disclosure of such medical information or documentation, but the town shall have no obligation to initiate, prosecute or pursue any such action, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources) in connection therewith, and may comply with any judicial order without prior notice to the disabled individual(s).

(d) *Determination process.*

(1) The special master shall issue a written determination within 60 days of the date of receipt of a completed application or a date mutually agreeable to both the town and the applicant, except as provided in paragraph 3, below, and may, in accordance with federal law:

a. Grant the accommodation request,

b. Grant a portion of the request and deny a portion of the request and/or impose conditions upon the grant of the request, or

c. Deny the request in accordance with federal law. If the request is denied, the order shall state the grounds therefore. All written determinations shall give notice of the right to appeal.

(2) The notice of determination shall be sent to the applicant (i.e., the disabled individuals or representative) by certified mail, return receipt requested.



(3) If reasonably necessary to reach a determination on the request for reasonable accommodation, the special master or town manager or designee, prior to the end of said 60-day period, may request additional information from the applicant, specifying in sufficient detail what additional information is required. The applicant shall have 15 days after the date of the request for additional information to provide the requested information. In the event a request for additional information is made, the 60-day period to issue a written determination shall no longer be applicable, and the special master shall issue a written determination within 30 days after receipt of the additional information or 90 days after the initial receipt of the application, whichever is later. If the applicant fails to provide all of the requested additional information within said 15-day period, the town manager or designee shall issue a written notice advising that the applicant has failed to timely submit the additional information and therefore the request for reasonable accommodation shall be deemed abandoned and/or withdrawn and no further action by the town with regard to said reasonable accommodation request shall be required. Such time frames may be extended by mutual agreement of the town and the applicant.

(e) *Criteria for determination.* In determining whether the reasonable accommodation request shall be granted or denied, the applicant shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped, disabled or qualifying entities, as defined in the FHA and/or ADA. Further, the applicant must demonstrate that:

(1) A physical or mental impairment which substantially limits one or major life activities; a record of having such impairment; or that they are regarded as having such impairment.

(2) That the proposed accommodations being sought are reasonable and necessary. The foregoing (as interpreted by the courts in evaluating reasonable accommodation requests under the FHA or ADA) shall be the basis for a decision upon a reasonable accommodation request made by the special master, or by the town commission in the event of an appeal.

(3) The requested accommodation would not fundamentally alter the town's zoning scheme.

The special master may impose conditions or modifications he/she deems necessary to mitigate any factors which would fundamentally alter the town's zoning scheme or to protect the public health and safety or are reasonably necessary to assure compliance with his/her order.

(f) *Appeal of determination.* Within 30 days after the special master's determination on a reasonable accommodation request, or any order or action of the special master with respect to the application of this section, is mailed to the

applicant, such applicant may appeal the decision to the town commission. All appeals shall contain a statement containing sufficient detail of the grounds for the appeal. Appeals shall be to the town commission who shall, after public notice and a public hearing, render a determination as soon as reasonably practicable, but in no event later than 60 days after an appeal has been filed. Where the appeal is based upon a provision of the town regulations, the planning and zoning board shall first hold a hearing to make a recommendation on the appeal to the town commission.

(g) *Fees.* There shall be no fee imposed by the town in connection with a request for reasonable accommodation under this section or an appeal of a determination on such request to the town commission, and the town shall have no obligation to pay an applicant's (or an appealing party's, as applicable) attorneys' fees or costs in connection with the request, or an appeal.

(h) *Stay of enforcement.* While an application for reasonable accommodation, or appeal or a determination of same, is pending before the town, the town will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

(i) *Miscellaneous provisions.* The following general provisions shall be applicable:

(1) The town shall display a notice in the town's public notice bulletin board (and shall maintain copies available for review in the building/permitting division, and the town clerk's office), advising the public that disabled individuals (and qualifying entities) may request reasonable accommodation as provided herein.

(2) A disabled individual may apply for a reasonable accommodation on his/her own behalf or may be represented at all stages of the reasonable accommodation process by a person designated by the disabled individual.

(3) The town shall provide such assistance and accommodation as is required pursuant to FHA and ADA in connection with a disabled person's request for reasonable accommodation, including, without limitation, assistance with reading application questions, responding to questions, completing the form, filing an appeal; and appearing at a hearing, etc., to ensure the process is accessible.

(j) *Revocation of reasonable accommodation.* Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any provision of the order granting the reasonable accommodation by a court of law or by the special master hearing code enforcement cases.

(k) *Recertification.* All reasonable accommodation requests approved by the town are valid for no more than two years. Recertification requests must be filed at least 90 days before the conclusion of the end of the two-year period of effectiveness of the reasonable accommodation order. The process for recertification shall follow the same requirements as set forth above for “Requests for Accommodation”, and review of recertification requests shall follow the same procedures as outlined above for new applications. The failure of the applicant to timely apply for annual recertification, or the denial of an application to recertify annually, shall result in the revocation of the approved reasonable accommodation. Recertification requests shall follow the same requirements as set forth above.

[Ord. No. 18-1693 , § 2, 12-11-18]

### **Sec. 90-272. Architecturally Significant Buildings.**

*Sec. 90-272.1. Applicability.* This section shall apply to any structure designated as historic by the Miami-Dade County Historic Preservation Board and any other building designated an Architecturally Significant Building by the town commission under the process described herein.

*Sec. 90-272.2. Designation of Architecturally Significant Building.*

- (a) Requests for designation of an Architecturally Significant Building may be made to the town commission by the city manager, by resolution of the planning and zoning board or by motion of the city commission, by any property owner in respect to his own property by resolution of the county historic preservation board, or by resolution of any organization whose purpose is to promote the preservation of architecturally significant sites. Any non-governmental applicant shall pay the appropriate fee for review set forth in the town’s schedule of fees.
- (b) *Review.* Upon receipt of a completed application and fees, if applicable, the town planner shall prepare an evaluation and recommendation for consideration by the planning and zoning board. After considering the department's recommendation, a majority vote of the planning and zoning board shall be necessary to have the determination on designation reviewed for final approval by the town commission, which shall have full power to approve or deny the designation.
- (c) *Criteria for designation.* The town planner, planning and zoning board, and the town commission shall consider and evaluate the propriety of designating a building or structure as an Architecturally Significant Building, considering specifically the extent to which the building or structure(s):
  - a. Embodies the distinctive characteristics of a historical period, architectural or design style or method of construction.
  - b. Possesses high artistic values.

- c. Represents the work of a master, serve as an outstanding or representative work of a master designer, architect or builder who contributed to our historical, aesthetic or architectural heritage.
  - d. Any other consideration relevant to the design, architecture, or function of a building.
- (d) *Notice, Requests for Deferral, Permit Hold.* All hearings before the planning and zoning board or the Town Commission shall be noticed in the same manner as a special exception with additional notice mailed to the property owner of the site under consideration for designation by certified mail, return receipt requested postmarked at least 15 days before the hearing. The property owner of the property under consideration for designation shall be entitled to one deferral without cause. Any subsequent request for deferral by the property owner shall be for cause in the sole discretion of the appropriate board.
- (e) *Permit hold.* Building permits of any kind, including demolition permits, shall not be issued for a property under consideration after the postmark date of the notice to the property owner prior to the planning and zoning board, until the matter reaches final disposition. In the event that final disposition of the matter is to approve the designation, permits may thereafter only be issued for work in compliance with this section.
- (f) *Quasi-judicial hearings.* All public hearings on designation shall be quasi-judicial and shall be conducted subject to the town's procedures for quasi-judicial hearings.
- (g) *Appeal.* A decision of the town commission on designation may be appealed to a court of competent jurisdiction subject to the appropriate rules of procedure for that court. The hold on the building permit shall not dissolve until such time as a final decision is made, including any subsequent appeals available under general law.

*Sec. 90-272.3. Certificate of Appropriateness.* A certificate of appropriateness (COA) shall be required prior to the issuance of any permit for new construction, demolition, alteration, rehabilitation, renovation, restoration, signage or any other physical modification affecting any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with this section. In granting a certificate of appropriateness, the historic preservation board and the planning department may prescribe appropriate conditions and safeguards, either as part of a written order or on approved plans. Violation of such conditions and safeguards, when made a part of the terms under which the certificate of appropriateness is granted, shall be deemed a violation of these land development regulations.

- (a) An application for a certificate of appropriateness may be filed with the historic preservation board at the same time or in advance of the submission of an application for a building permit. Copies of all filed applications shall be made available for inspection by the general public.
- (b) Applications shall, at a minimum, provide the information required for design review of commercial structures as set forth in this code, and shall include any additional, relevant information supporting the request.
- (c) The town planner shall review the application and shall refer the application to any consultant whose review and opinion is considered advisable. In addition,

where appropriate, the town planner may refer the application to the Miami-Dade County Office of Historic Preservation for their input. The town planner shall prepare a recommendation based on all relevant information and shall place the application on agenda of the planning and zoning board within 60 days of the application submittal.

- (d) Upon notice as required for design review of commercial buildings, the planning and zoning board shall consider the application at a quasi-judicial public hearing, and may approve, approve with conditions, or deny the application after considering the following:
  - a. Evaluation of the compatibility of the physical alteration or improvement with surrounding properties and where applicable compliance with the Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings as revised from time to time, and any other guidelines/policies/plans adopted or approved by resolution or ordinance by the town commission.
  - b. Compatibility with surrounding properties as determined by exterior architectural features, general design, scale, massing and arrangement, texture and material and color, relationship to other structures and features in the vicinity, and the original architectural design or any subsequent modifications that have acquired significance
- (e) A decision of the planning and zoning board may be appealed by the town manager or the applicant within 15 days of the decision. If no appeal is filed within 15 days of the planning and zoning board decision, the decision shall be final. In the event of an appeal, the city commission shall hold a quasi-judicial public hearing to consider the matter de novo under the applicable criteria and may approve, approve with conditions, or deny the application. A decision of the town commission on designation may be appealed to a court of competent jurisdiction subject to the appropriate rules of procedure for that court.

*Sec. 90-272.4. Maintenance and Demolition by Neglect.* The owner of any building, structure, improvement, landscape feature, public interior or site individually designated in accordance with this section, whether vacant or inhabited, shall be required to properly maintain and preserve such building or structure in accordance with standards set forth in the applicable Florida Building Code, this article and this Code. For purposes of this section, demolition by neglect is defined as any failure to comply with the minimum required maintenance standards of this section, whether deliberate or inadvertent.

- (a) Any building or structure designated as an Architecturally Significant Building shall be maintained according to minimum maintenance standards, preserved against decay, deterioration and demolition and shall be free from structural defects through prompt and corrective action to any physical defect which jeopardizes the building's historic, architectural and structural integrity; such defects shall include, but not be limited to, the following:

- a. Deteriorated or decayed facades or facade elements, including, but not limited to, facades which may structurally fail and collapse entirely or partially;
  - b. Deteriorated or inadequate foundations;
  - c. Defective or deteriorated flooring or floor supports or any structural members of insufficient size or strength to carry imposed loads with safety
  - d. Deteriorated walls or other vertical structural supports, or members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration;
  - e. Structural members of ceilings, roofs, ceiling and roof supports or other horizontal members which sag, split or buckle due to defective material or deterioration;
  - f. Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken or missing windows or doors;
  - g. Defective or insufficient weather protection which jeopardizes the integrity of exterior or interior walls, roofs or foundation, including lack of paint or weathering due to lack of paint or other protective covering;
  - h. Any structure which is not properly secured and is accessible to the general public;
  - i. Any fault or defect in the property that renders it structurally unsafe or not properly watertight; or
  - j. The spalling of the concrete of any portion of the interior or exterior of the building.
- (b) *Notice, administrative enforcement and remedial action.* If any designated building or structure, in the opinion of the town commission, planning and zoning board, town manager, or the town's building official, falls into a state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity, and/or the safety of the public and surrounding structures, or fails to satisfy any of the required minimum maintenance standards above, the building official shall have right of entry onto the subject property and may inspect the subject property after 48 hours' notice to the owner of intent to inspect. In the event the property owner refuses entry of any town official onto the subject property, the town may file an appropriate action compelling the property owner to allow such officials access to the subject property for an inspection. Upon completion of the inspection of the subject property, a report delineating the findings of such inspection, as well as any remedial action required to address any violation of the required minimum maintenance standards, shall be transmitted to the property owner. The town may require that the property owner retain a professional structural engineer, registered in the state, to complete a structural evaluation report to be submitted to the town. Upon receipt of such report, the property owner shall immediately take steps to effect all necessary remedial and corrective actions to restore the structure's or building's compliance with the required minimum maintenance standards herein; remedial action in this regard shall include, but not be limited to, the structural shoring, stabilization and/or restoration of any

or all exterior walls, including their original architectural details, interior loadbearing walls, columns and beams, roof trusses and framing, the blocking of openings and securing of existing windows and door openings, as well as sealing of the roof surface against leaks, including from holes, punctures, open stairwells, elevator shafts and mechanical systems roof penetrations as necessary to preserve the building or structure in good condition. The owner shall substantially complete such remedial and corrective action within 30 days of receipt of the report, or within such time as deemed appropriate by the building official, in consultation with the town manager. Such time may be extended at the discretion of the building official, in consultation with the town manager.

- (c) *Injunction and remedial relief.* If the owner of the subject property, in the opinion of the building official, fails to undertake and substantially complete the required remedial and corrective action within the specified time frame, the town may, at the expense of the property owner, file an action seeking an injunction ordering the property owner to take the remedial and corrective action to restore the structure's or building's compliance with the required minimum maintenance standards herein and seeking civil penalties as herein provided; Such civil action may only be initiated at the discretion of the town manager or town commission. The court shall order an injunction providing such remedies if the town proves that the property owner has violated the required minimum maintenance standards or any portion of this section.
- (d) *Civil penalties.* Violation of this section, or of the terms of any certificate of appropriateness, shall be punishable by a civil penalty of up to \$5,000.00 per day, for each day that the remedial and corrective action is not taken.
- (e) Nothing in this section shall be construed to prevent the ordinary maintenance or repair of any designated building or structure which does not involve a change of design, appearance or material, and which does not require a building permit or certificate of appropriateness. Any designated building or structure that is the subject of an application for a certificate of appropriateness for demolition shall not have its architectural features removed, destroyed or modified until and only if the certificate of appropriateness is granted. Owners of such property shall be required to maintain such properties in accordance with all applicable codes up to the time the structure is demolished.
- (f) *Vacant buildings and structures.* The owner of any designated building or structure which is proposed to be vacated and closed, or is vacated and closed for a period of four weeks or more, shall make application for certificate of appropriateness approval and a building permit to secure and seal such building or structure. The owner or the owner's designated representative, shall notify the town's building official and town manager, in writing of the proposed date of vacating such building or structure.
- (g) *Liens based on civil penalties.* Any and all liens referenced or imposed hereafter, based on the foregoing provisions, shall be treated as special assessment liens against the subject real property, and until fully paid and discharged, shall remain liens equal in rank and dignity with the lien of ad valorem taxes, and shall be superior in rank and dignity to all other liens,

encumbrances, titles and claims in, to or against the real property involved; the maximum rate of interest allowable by law shall accrue to such delinquent accounts. Such liens shall be enforced by any of the methods provided in Fla. Stat. Ch. 86 or, in the alternative, foreclosure proceedings may be instituted and prosecuted under the provisions applicable to practice, pleading and procedure for the foreclosure of mortgages on real estate set forth in Florida Statutes, or may be foreclosed per Fla. Stat. Ch. 173, or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law. The owner and/or operator shall pay all costs of collection, including reasonable attorney fees, incurred in the collection of fees, service charges, penalties and liens imposed by virtue of this section.

**Secs. 90-273 — 90-280. Reserved.**

**Appendix A – previously approved design guidelines**





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**Date:** 10-5-2020  
**Prepared by:** Commissioner Eliana Salzhauer  
**Subject:** Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside Gazette, and Social Media Guidelines

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**Objective:** To protect Surfside’s integrity by ensuring accuracy and legitimacy in communications and by strengthening our town’s Social Media Policy.

**Consideration:** Social Media has become a distraction and ethically compromised forum for conducting Town Business. Open government laws and ethics make social media usage problematic. The Town should avoid the expense and oversight of creating any additional social media platforms or “blogs.” There are ample existing avenues for communication. The taxpayer-funded Gazette should abide by the Truth in Government standard that residents deserve and legally expect. A “disclaimer” does not absolve that requirement. The Surfside Town Seal is prohibited for personal use. The current Surfside Social Media Policy holds employees to a higher standard than the Town Commission.

\*\*\*please review the Surfside Social Media Policy (enacted in 2019) attached to this Memo

**Recommendation:**  
The Social Media Policy should be strengthened to include the above considerations, and updated to create equitable expectations of all town representatives (employees, consultants, & elected officials), and include consequences for violation.

RESOLUTION NO. 19-2564

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A SOCIAL MEDIA AND MEDIA INQUIRY POLICY FOR THE TOWN; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) finds it necessary and important to establish an official Town Social Media and Media Inquiry Policy to provide guidance to all contracted agencies, administration and employees, the Town Commission, and Town residents when interacting with the Town's official social media networks and/or sharing Town information on personal social media channels and websites. This includes all platforms used to communicate information on the Internet, such as personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix; and

**WHEREAS**, it is vital that the Town implement and abide by a professional, modern and efficient code of conduct on digital social platforms, and provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town; and

**WHEREAS**, the Town Commission wishes to adopt a uniform Social Media and Media Inquiry Policy for the Town, substantially in the form attached hereto as Exhibit “A” (“Social Media Policy”); and

**WHEREAS**, the Town Commission desires to adopt the Social Media Policy and finds that it is in the best interests of the Town and necessary for the proper conduct of the Town and dissemination of information.

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

**Section 1. Recitals Adopted.** Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

**Section 2. Adoption and Approval of Social Media and Media Inquiry Policy.** The Policy, in substantially the form attached hereto as Exhibit "A", is hereby adopted and approved, subject to any non-substantive changes as may be directed and approved by the Town Manager and Town Attorney.

**Section 3. Implementation.** The Town Manager and Town Officials are hereby authorized to take all action necessary to implement and enforce the Policy and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12<sup>th</sup> day of February, 2019.

Motion By: Commissioner Paul  
Second By: Commissioner Karukin.

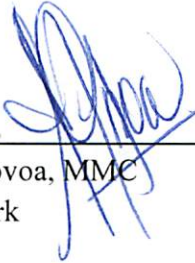
**FINAL VOTE ON ADOPTION:**

Commissioner Barry Cohen	<u>Absent</u>
Commissioner Michael Karukin	<u>yes</u>
Commissioner Tina Paul	<u>yes</u>
Vice Mayor Daniel Gielchinsky	<u>Absent</u>
Mayor Daniel Dietch	<u>yes</u>



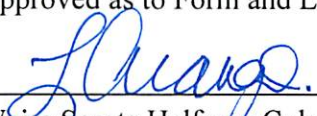
\_\_\_\_\_  
Daniel Dietch, Mayor

Attest:



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

Approved as to Form and Legal Sufficiency:



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



## **Social Media and Media Inquiry Policy for the Town of Surfside**

### **Purpose and Scope**

Social media has drastically changed the world of media, news and communications. When it comes to government and civic engagement, digital outlets such as Facebook, Twitter, Instagram, NextDoor and YouTube, make it possible for councils, commissions and public servants to communicate directly with their constituents and vice-versa. To expand on the importance of the medium, a Pew Research Center Study found that **69%** of the public uses some form of social media. Meanwhile, **62%** of adults receive the majority of their news from social media.

The Social Media Policy for the Town of Surfside establishes the official Town policy to provide guidance to all contracted agencies, administration and employees, and the Town Commission on the use of social media networks and personal websites. Social media includes all platforms used to communicate information on the Internet, including personal websites (including blogs), Facebook, Twitter, Instagram, Yelp, LinkedIn, Pinterest, YouTube, NextDoor and SeeClickFix. Employees have the right to maintain personal social media. However, the use of social media also represents certain risks and therefore carries with it certain responsibilities. It is not permissible to state or imply that personal social media in any way officially represents the Town of Surfside.

It's important the Town of Surfside abide by a professional, modern and efficient code of conduct on digital social platforms. This Social Media Policy also establishes the Communications Policy to provide guidance on working with and handling media requests and inquiries, as well as providing residents with accurate and objective information as it pertains to the Town.

The Social Media Policy for the Town of Surfside is to be made public on the Town's official website, following approval by Town Commission. A URL link also will be added to all social media channels.

### **Social Media Accounts**

The Town of Surfside's social media presence should be limited to one account per specific platform. For example, the Parks & Recreation Department for Surfside should not have a Facebook page that is separate from the Town. Instead, the Town's Facebook

page should, when appropriate, incorporate information pertaining to Parks & Recreation. By doing so, important public information becomes more organized and residents know where to find such information, thus eliminating any layer of confusion or public misinformation.

As of 2019, the Town website serves as the primary communication tool for the Town of Surfside. The Town also uses two social media platforms: NextDoor and SeeClickFix.

### **Best Practice and Standards for Use of Social Media**

The official use of social media by the Town of Surfside is to adhere to the below standards and practices:

#### ***Users, Posting and Account Activations***

No Department or individual may establish, use, or terminate a social media identity or page without the approval of the Town Manager or designee.

The Town of Surfside has authorized the Public Information Representative (PIR) to oversee and manage all social media administration, including, but not limited to, blogs, video sharing, business pages and social networking sites. The Town reserves the right to delegate to other individual(s) the authority to upload approved material to the Town's social media.

To meet its purpose, the Town of Surfside's social media may contain links to other social networking sites or websites that are not owned, regularly reviewed or controlled by the Town. The Town of Surfside is not responsible for the content, photos and videos placed on these external social networking sites or websites. The Town's social media may not provide links to external sites that are political or religious in nature. The provision of direct links should not be construed as an endorsement or sponsorship of these external sites, their content or hosts.

Social media sites must prominently display links to the Town's official website (<https://www.townofsurfsidefl.gov/>) or appropriate landing pages whenever possible.

#### **Ownership**

All social media communications messages that are composed, sent or received on the Town's IT equipment or used in official Town business or representing the Town of Surfside are the property of the Town of Surfside and subject to public records laws. The Town of Surfside reserves the right not to publish any posting or to later remove it.

## **Town Administration / Employee Conduct (refer to HR policy)**

Social media accounts established by the Town of Surfside are to be used solely for the Town of Surfside and business pertaining to the Town. Any other content pertaining to other topics or promotions is not permitted.

Employees, or the contracted agency managing the Town of Surfside's social media, are prohibited from using the Town's social media outlets for personal use, including posting personal content and/or opinions.

Personal use of social media by Town employees is never permitted on working time by means of the company's computers, networks, and other IT resources and communications systems.

Employees are expected to be attentive and careful in their use of social media. Employees should be aware that their use of social media may be perceived as representing the Town and Town government, and should tailor their use accordingly.

Employees may not post anything on their personal blog or social media site/page, or on the blog or social media site/page of another individual or entity (other than the Town), in the name of the Town or in a manner that could reasonably be attributed as the official position of the Town without authorization from the Town Manager or designee.

Employees are prohibited from engaging in inappropriate use of social media accounts established by the Town or a Town department. It is unacceptable for social media to be used in a manner that does not comply with federal, state and local laws and regulations, and Town policy. Employees are expected to abide by the following guidelines:

- Respect copyright, trademark, or other intellectual property rights of any person or entity, or otherwise violates their legal ownership interest. Employees may not use the Town's logo, seal, slogan or trademarks on their personal blog or social media site or page in a manner that suggests that the posts express the opinions of the Town.
- Refrain from the use of ethnic slurs, profanity, threats of violence, material that is harassing, defamatory, fraudulent or discriminatory.
- Refrain from the use of sexually explicit images, cartoons, jokes, messages, or other material that violates the Town's policy or any federal, state, or local law prohibiting sexual harassment.
- Refrain from posting material which contains confidential information that compromises the security of Town networks or information systems. Such

confidential information includes, but is not limited to, information that is protected under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or other federal, state, or local laws and regulations (except as permitted under such laws and regulations), as well as social security numbers and other personally identifiable information.

- Refrain from circulating or posting commercial, personal, religious or political solicitations, chain letters, spam, or promotion of outside organizations unrelated to Town operations are also prohibited [unless otherwise protected or required by law].

The policy, however, does not prohibit or discourage employees from engaging in speech as independent citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected activities under the State of Florida's Public Employee Relations Act (Chapter 447, F.S.)

All employees are required to sign a written acknowledgement that they have received, read, understand and agree to comply with the Town's social media policy.

### **Town Commission Conduct**

It is advisable that Town Commission strictly follow the code of ethics set forth by the Miami-Dade County – Commission on Ethics and Public Trust, as well as compliance with the Florida Sunshine Law.

- Commission members must not communicate amongst themselves in a social media exchange or discussion regarding any matter that is before the board/commission for action.
- Commission members may not utilize the Town's social media outlets for personal use, including posting personal content and/or opinions.
- Without prior authorization from the Town, Commission members should refrain from positing on social media in a manner that would suggest that they are representing the official position of the Town and Town government.
- In the event of an emergency, Town Commission is encouraged to "share" posts created by Town's PIR. It is not advisable to copy & paste a post or paraphrase content to ensure accuracy of information to public.

### **Resident Conduct on Town Social Media Pages**

While social media sites promote an open forum, the Town requests that residents endeavor to make their comments respectful and appropriate. Inappropriate comments, comments not related to the purpose of the page or comments not related to the specific



post are subject to deletion by the PIR or Town designee. The PIR will not engage in a negative conversation on social media. If residents fail to comply with the posting guidelines, the PIR or Town designee may contact the resident and their message may be removed. If the resident posts inappropriate content a second time, the PIR or Town designee will contact the resident and he/she will be blocked from posting to the site.

This forum is monitored on a regular basis. However, residents should NOT use this forum to report emergency situations or time-sensitive issues.

Residents are encouraged to keep the following guidelines in mind when posting:

Graphic, obscene or explicit comments or submissions are prohibited, as well as comments that are abusive, threatening, hateful or intended to defame anyone or any organization, or comments that suggest or encourage illegal activity.

Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity or sexual orientation will not be tolerated.

Content posted by persons whose profile picture or avatar, username or e-mail address contains any of the aforementioned prohibited content will not be tolerated.

Content should be related to the subject matter of the social media site where it is posted.

Solicitations or advertisements are prohibited. This includes promotion or endorsement of any financial, commercial or non-governmental agency. Similarly, attempts to defame or defraud any person or financial, commercial or governmental agency are not permitted. Information intended to compromise the safety or security of the public or public systems is prohibited.

Residents' participation is voluntary and taken at residents' own risk. Residents maintain personal responsibility for their comments, their username and/or any information provided.

All comments are subject to Florida's public records law.

The appearance of external links on this site does not constitute official endorsement on behalf of the Town of Surfside.

### **Management of Social Media Applications**

Using the established Public Information Program as a guide, the Town of Surfside's PIR is responsible for overall social media administration and management of Nextdoor's

public agency page and social media channels, as well as the oversight of SeeClickFix to ensure directors are responding on a timely basis to resident submissions and receive the tools needed in order to form an appropriate response.

The PIR is responsible for the following:

Maintain social media pages, including the look and feel of the pages and descriptions;

Draft and review content for posts on social media platforms;

Draft content calendars and receive approvals of scheduled content;

Regularly respond to, and follow-up on, resident questions that abide by Town's social media policy;

Coordinate the review of any legal matters with the Town's attorney.

### **Content, Tone and Interactions**

A content calendar for the month is to be drafted by the person responsible for the Town's social media and turned in to the Assistant Town Manager for approval before posting. If more than one person is in charge of social media management, the PIR is required to ensure that the team is on the same page and in-line with the Social Media Policy. The Town's goal is to maintain "one voice" when managing the social media for The Town of Surfside.

Content must be relevant to the Town of Surfside's mission. It can reflect current news, feature polls or open ended questions to measure resident consensus on community issues, explain future or current Town projects, or highlight Town achievements. It can also include photos, graphics and/or videos associated with the content.

Responses to residents on social media must always be professional, respectful and diplomatic. Residents should be thanked for taking the time to provide their feedback or ask a question, and also thanked for any positive acknowledgements in their comments. Residents' concerns should be addressed, and/or the residents should be advised that the Town is working on finding a solution to their problems (if applicable). The following provides an outline for recommended steps to respond to residents on social media:

- Inform the resident that the Town of Surfside is more than happy to address the problem. Identify the steps taken to fix the problem and (if applicable) clearly and professionally explain why a specific problem cannot be fixed and/or refer the resident to a Town administrator who may be able to help.

- The tone on the Town’s social media should never be dramatic, sarcastic, condescending or defensive.
- Interactions with residents on social media should be as transparent as possible. Provide residents with honest feedback and a realistic timeline of when a specific problem or issue may be addressed.
- Follow-up is essential, especially in government-civic affairs. Once a specific matter has been resolved, provide the resident with an update. In the case of SeeClickFix, mark the conversation “closed.”

**Emergency Communications on Social Media**

Surfside’s Police Department and acting PIO are to immediately communicate with the PIR in writing or via a phone call whenever major incidents occur that could potentially impact residents or local businesses. Examples include:

Major incidents that involve fatalities or shootings;

Serious felony crimes (murder or rape);

Major damage to infrastructure;

Extensive traffic congestion, road closures due to an accident or construction;

Incidents at Town facilities;

Any other incident that using reasonable judgement may be newsworthy;

Conversely, if a violent threat is made on our social media channels, it must be recorded and reported to the appropriate Town personnel.

The PIR will use this information to share with residents on social media. This is in addition to various other communication channels used by the Town including CodeRed alerts, website, Town notifications, etc.

**Media Inquiries**

***Town Spokespeople:***

Only authorized spokespeople are permitted to speak to the press. The spokespeople for the Town of Surfside are as follows:

*Primary Spokesperson* – Town Manager

*Secondary Spokesperson* – Mayor

*Town Matters* - Public Information Representative

*Police Matters* – Public information Officer

The Town Manager reserves the right to delegate his/her authority as authorized spokesperson for the Town.

***Elected Officials:***

Elected officials are encouraged to share interview requests with the Town Manager/PIR in order to create consistency in messaging

***Media Inquiries via Town Employees:***

When a member of the press contacts the Town of Surfside, please follow these steps:

1. Ask the journalist for the *purpose* of his or her call.
2. Record the journalist's *name, media outlet, phone number and email address*.
3. Inform the journalist that someone will follow-up with him or her as soon as possible.
4. Contact the Town's Public Information Officer –or- Public Information Representative within one hour of receiving request via email, text message or phone call. Do not send journalists directly to the Town Manager or Mayor for comment.
  - If it's a police-related matter, reach out to Public Information Officer Marian Cruz at 305-861-4862 Ext. 224 or [macruz@townofsurfsidefl.gov](mailto:macruz@townofsurfsidefl.gov)
  - *Examples include:* Pending investigation, arrests, murder, crimes such as a burglary or unlicensed practice.
  - If it's a Town matter, reach out to Public Information Representative Rachel Pinzur at 305-725-2875 or [Rachel@pinzurpr.com](mailto:Rachel@pinzurpr.com). *Examples include:* Town development stories, events, ordinances, resolutions, new businesses in Surfside, etc.
5. Please do not attempt to answer the journalist's questions. Simply tell the journalist that the PIO or PIR will follow-up with him or her.

***Press Policy for Employees***

Employees are not authorized to provide any information to the press – with the exception of the name and telephone number and/or email address for the PIR or PIO.

It is every employee's responsibility to inform his/her supervisor or the designated spokesperson if he/she observes members of the press asking questions or taking pictures or if they are contacted by the press.

Employees are not permitted to share sensitive/confidential information pertaining to the Town, an investigation, etc. on their own personal social media pages. Employees who violate the Town's social media policy (refer to Personnel Policies and Procedures Manual) may be subject to disciplinary action, up to and including termination.

***PIR and PIO Policy for Media Responses:***

In order to create seamless communication and consistent messaging, it's important that the PIR and acting PIO's efforts are aligned. It is the responsibility of both parties to keep

each other copied and informed of media requests and anything of sensitive nature. When working with the press, the PIR and the acting PIO are to follow these steps:

1. Respond to journalist in timely manner, within one to two hours.
2. Confirm journalist's purpose for call and ask journalist for his or her deadline and anticipated questions.
3. Research answers to questions and draft media talking points or press statement.
4. Prepare spokesperson(s) in advance of media interview.
5. If sensitive issues arise, such as a pending legal investigation, run draft media response and statements by Town attorney for approval first. (Refer to crisis communications plan on how to address press in the event of a crisis.)
6. Alert mayor and elected officials and keep them abreast of the situation, along with messaging in case they receive questions from residents and/or businesses.
7. Tailor messaging and provide to Town's human resources director, to be shared with dispatch for example in the event they receive questions from the public.



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Date: September 19, 2020  
Prepared by: Mayor  
Subject: Amending Town Code, Conduct of meetings

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**Objective:** Reduce codified restrictions on speech by residents and add procedures for elected officials.

**Consideration:** Commission to discuss

**Recommendation:** Adoption



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**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



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**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

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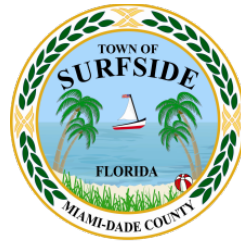
On March 18, 2018, the Town Commission approved a contract with Blue Digital Corporation to scan all existing building plans and building department documents. It was determined that the Town of Surfside building files and plans were still of significant historic value to each property given the level 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



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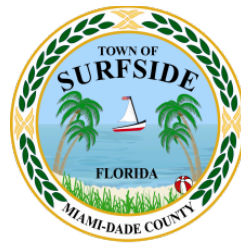
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**Objective:** Make assessments for Proposals to gain a full understanding of its impacts over time and define measurable goals to track over time for success. This ensures projects are well thought out with clearly defined goals. It shows value, and in turn encourages better investments with future proposals. A business and operational standard in setting goals is to make sure they are specific, measurable, achievable, relevant and time-based (“S.M.A.R.T”).

**Consideration:** Proposal assessments include or may include:

*COSTS:* Short term, long term. Direct, indirect.

*IMPACTS:* Budget, environmental, staff and support

*FEASIBILITY:* Does this fit and can it work.

*RISK:* What could happen negatively, how impactful and what will be response

*ORGANIZATION:* changes, areas to improve

*RESOURCES:* Map out all resources internal and external

Any project proposal will also define its goals through defining what will be tracked on a “dashboard” and assessed and reported on over time. The Value Proposition, if adopted, will hold the project and its leaders accountable to value.

This may sound overwhelming, but once adopted it becomes quite clear that it is helpful and brings a common set of principles for everyone to work with. It means assessments are less subjective and open to interpretation and criticism which can change over time as circumstances change.

**Recommendation:** Using S.M.A.R.T goals is critical to show objective value to everyone, from Town Manager to members of the Commission, to Town staff members, to most importantly taxpaying residents. SMART is an acronym that stands for **Specific, Measurable, Achievable, Relevant and Time-based**. Each element of the SMART framework works together to create a goal that is carefully planned, clear and trackable. Work with the Town Manager and staff to develop a recommendation for implementation of S.M.A.R.T goals. Assessments and requirements can be rolled out so as to not overwhelm the systems and workflow of Town governance. The team will actually set SMART goals for defining success for the project and rollout itself. It will speak for itself, while practicing what it preaches.

Commissioner Kesl is looking for two or more co-sponsors to get support and traction for the Objective. Inform the Town Manager if you are interested.



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**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

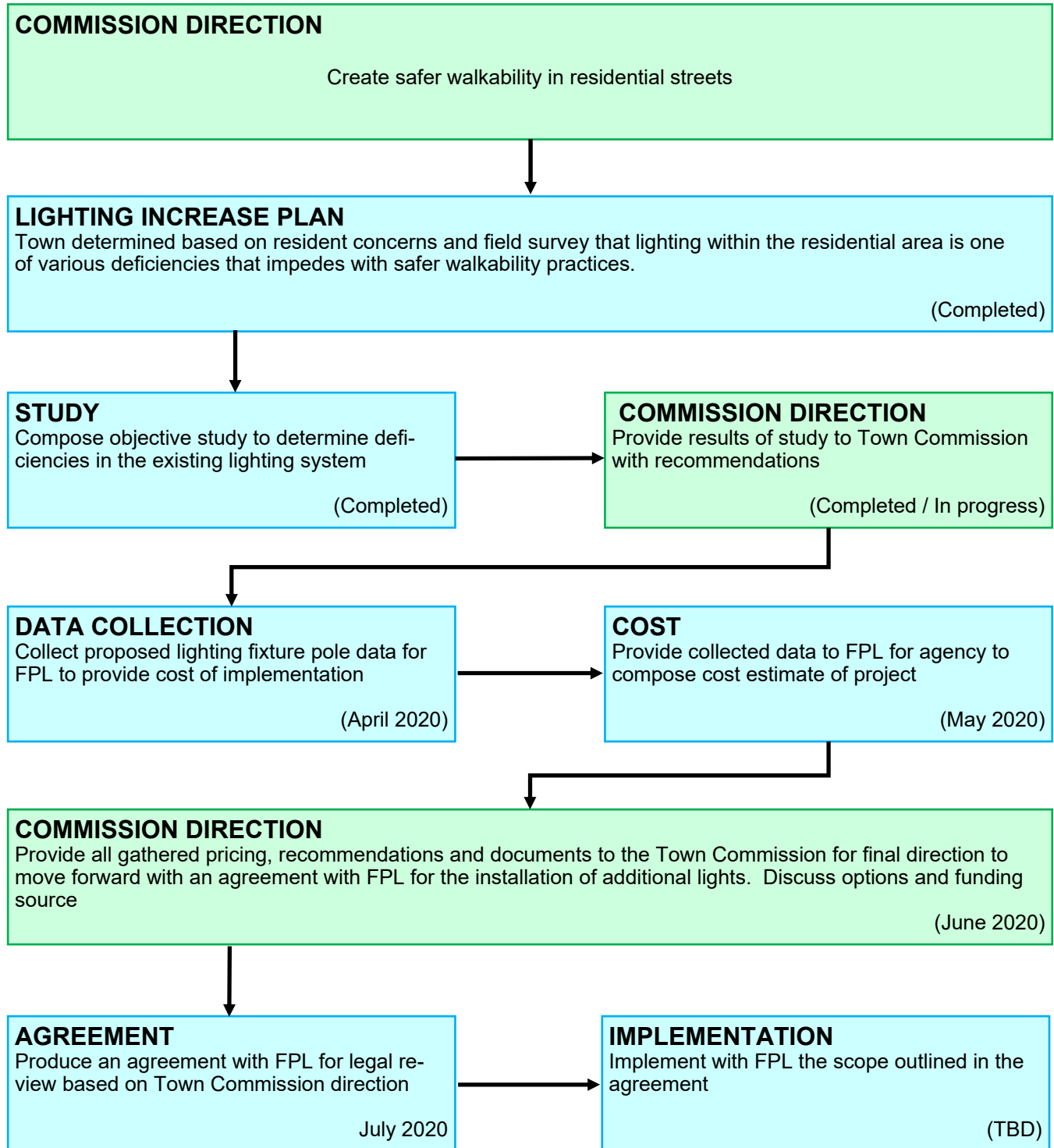
Prepared by: HG





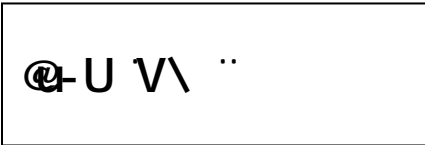
# Town of Surfside Public Works Department Safer Walkability- Increased Lighting Plan

Update as of March 30th, 2020





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**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

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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:

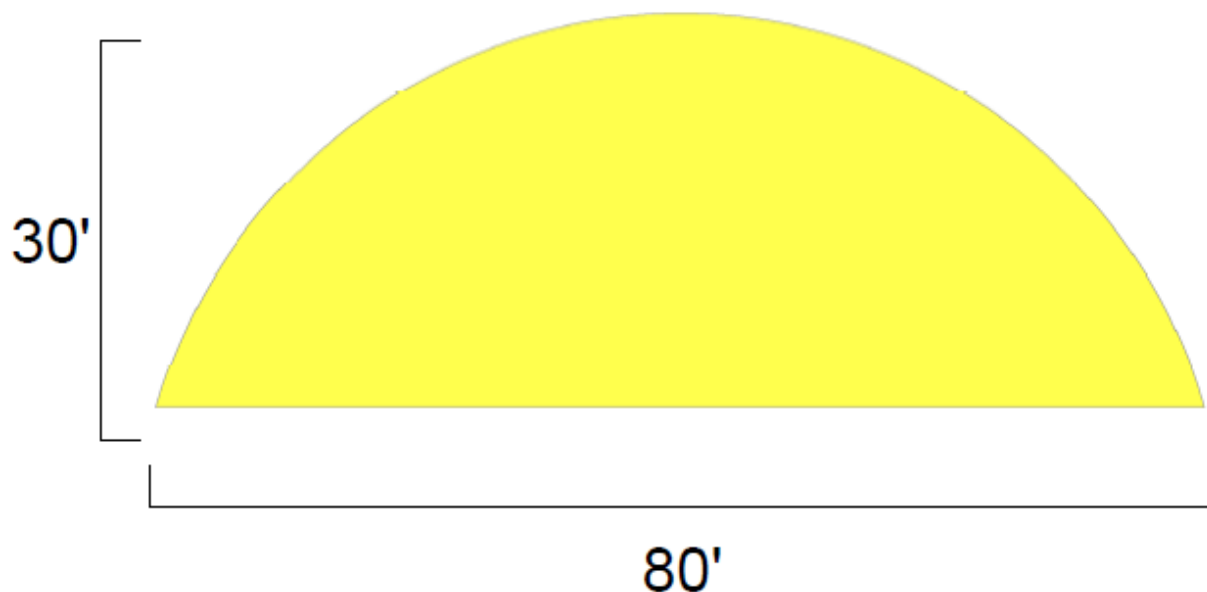
Item Number	Type of Fixture	Longitudinal Distance (Feet)	Width Distance (Feet)	Finding Source
1	High Pressure Sodium	60	45	Average
2	LED	80	30	Average

**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 fixture (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

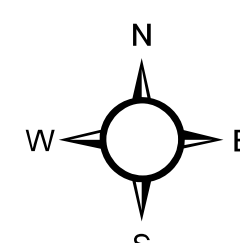
 FPL

 Miami-Dade County



# Town of Surfside Street Light Inventory

Print Date: 11/7/2018



0 400 Feet



Produced and maintained by the CGA  
Geographic Information Systems Services



Calvin, Giordano & Associates, Inc.  
EXCEPTIONAL SOLUTIONS<sup>SM</sup>



## Appendix B

*“Product Specification Photometric”*

3 Pages

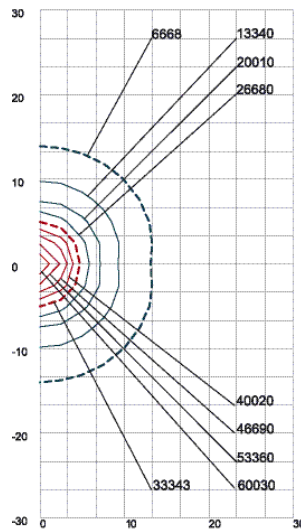
# Photometric Data

## 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

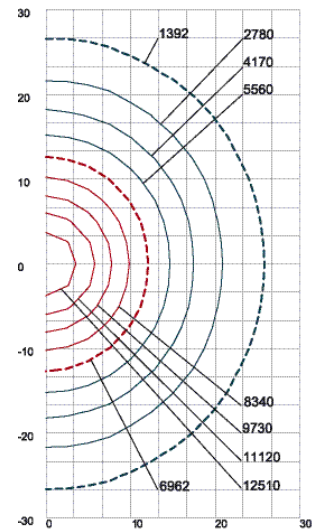
Lumen & Candela Conversion Multipliers	
100W	.60
70W	.40
50W	.25
35W	.14

**NARROW SPOT**



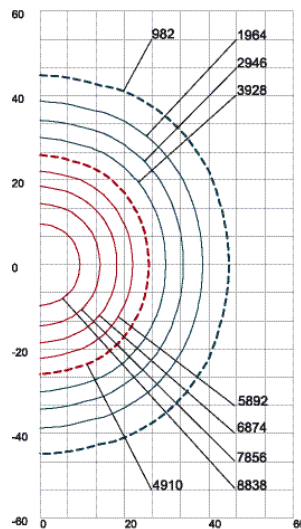
B-K FILENAME : TY11-150-NS-HPS CLEAR-ITLIES  
 Lamp: 150W Clear B-17 High Pressure Sodium  
 IES Beam Type: 24 x 2V  
 Max. Candela: 6668 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 33343 at 10°H 10°V  
 Field Spread (at 10% Max CD): 6668 at 28°H 28°V  
 Total Lumens: 3237

**SPOT**



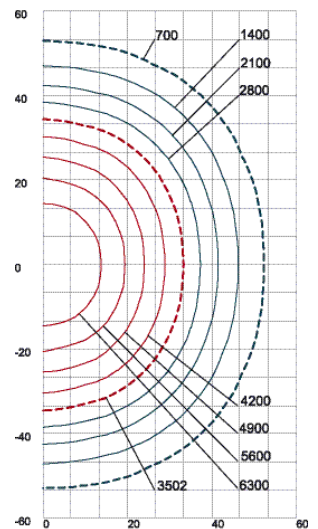
B-K FILENAME : TY11-150-SP SPECULAR-HPS CLEAR-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 41 x 4V  
 Max. Candela: 1392 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 6962 at 24°H 25°V  
 Field Spread (at 10% Max CD): 1392 at 51°H 53°V  
 Total Lumens: 3859

**FLOOD**



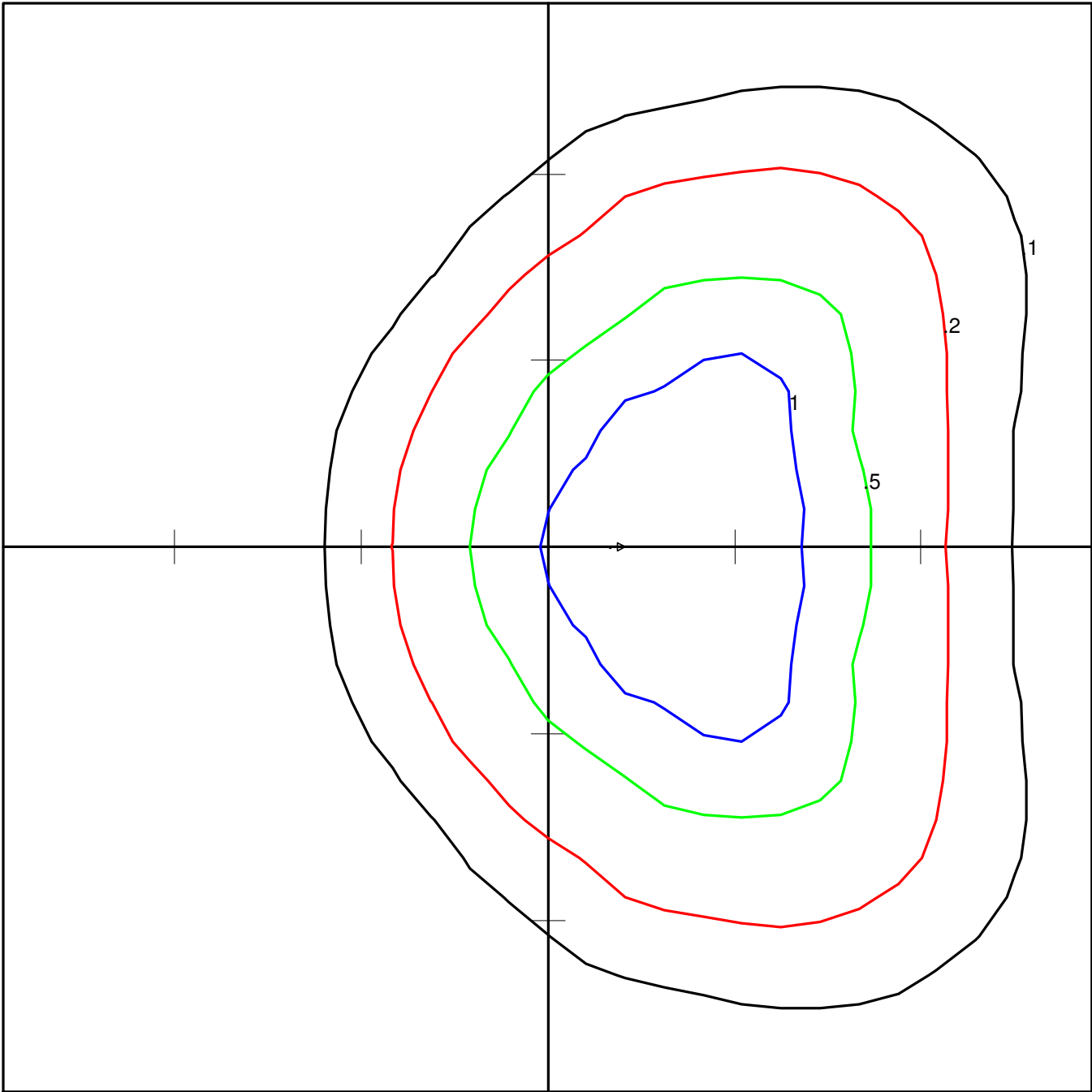
B-K FILENAME : TY11-150-FL-HPS COATED-ITLIES  
 Lamp: 150W Diffuse B-17 High Pressure Sodium  
 IES Beam Type: 51 x 5V  
 Max. Candela: 982 at 0°H 0°V  
 Beam Spread (at 50% Max CD): 4910 at 52°H 52°V  
 Field Spread (at 10% Max CD): 982 at 90°H 90°V  
 Total Lumens: 3237

**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: 700 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  
 reflector  
 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

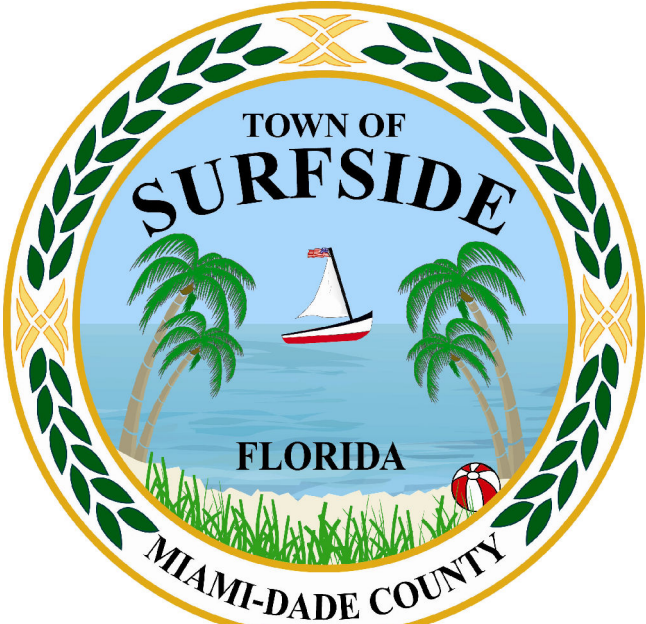


# Legend

-  City Boundary
-  Parcels
-  Illumination Zones

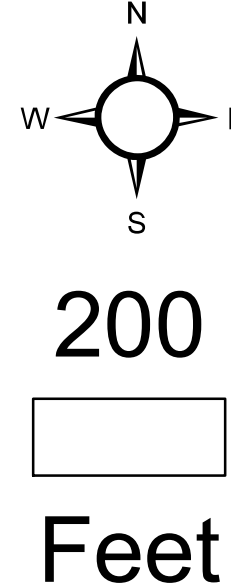
## Owner (Count)

-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)



# Town of Surfside Street Light Inventory

Print Date: 2/3/2020

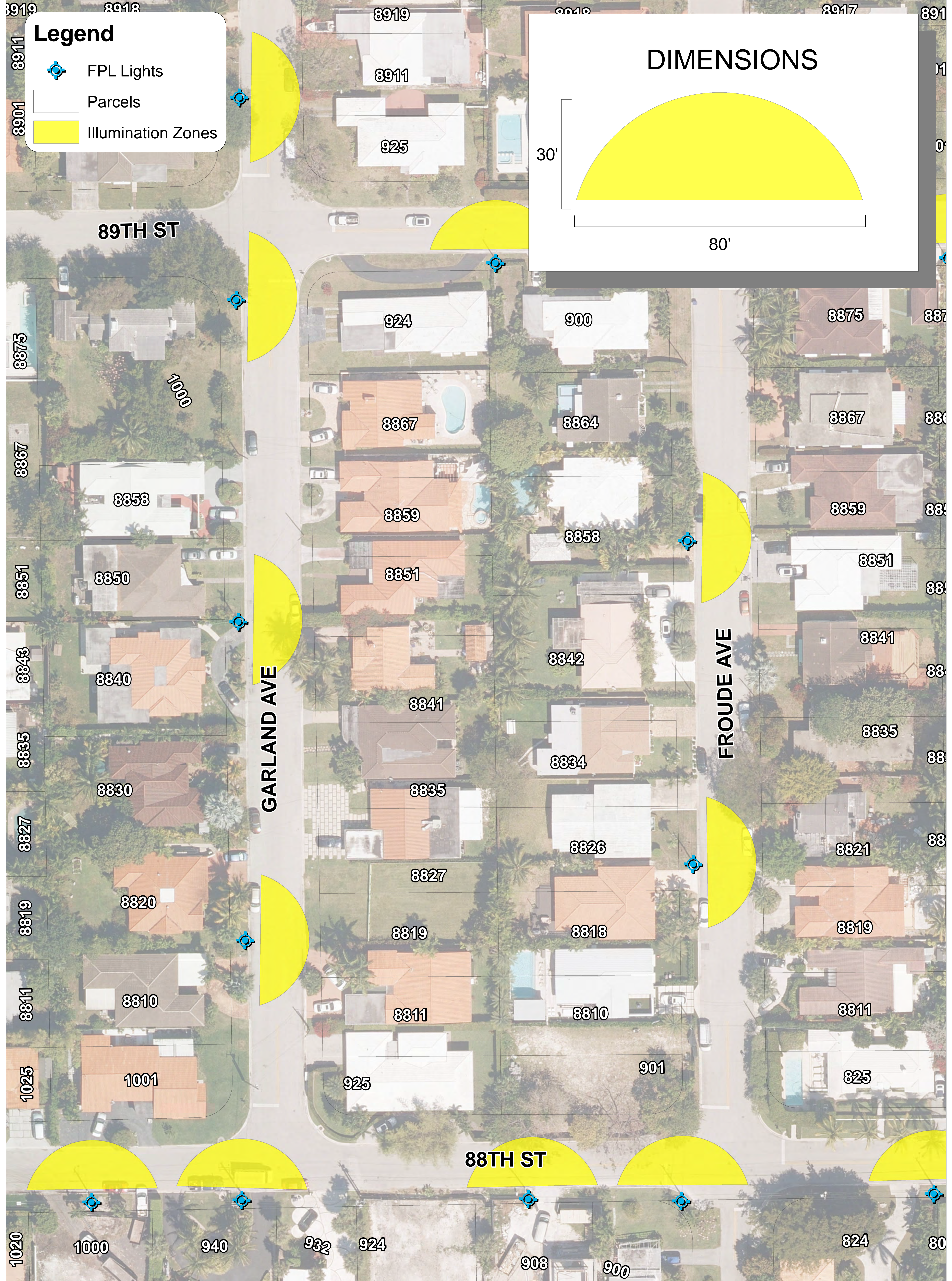
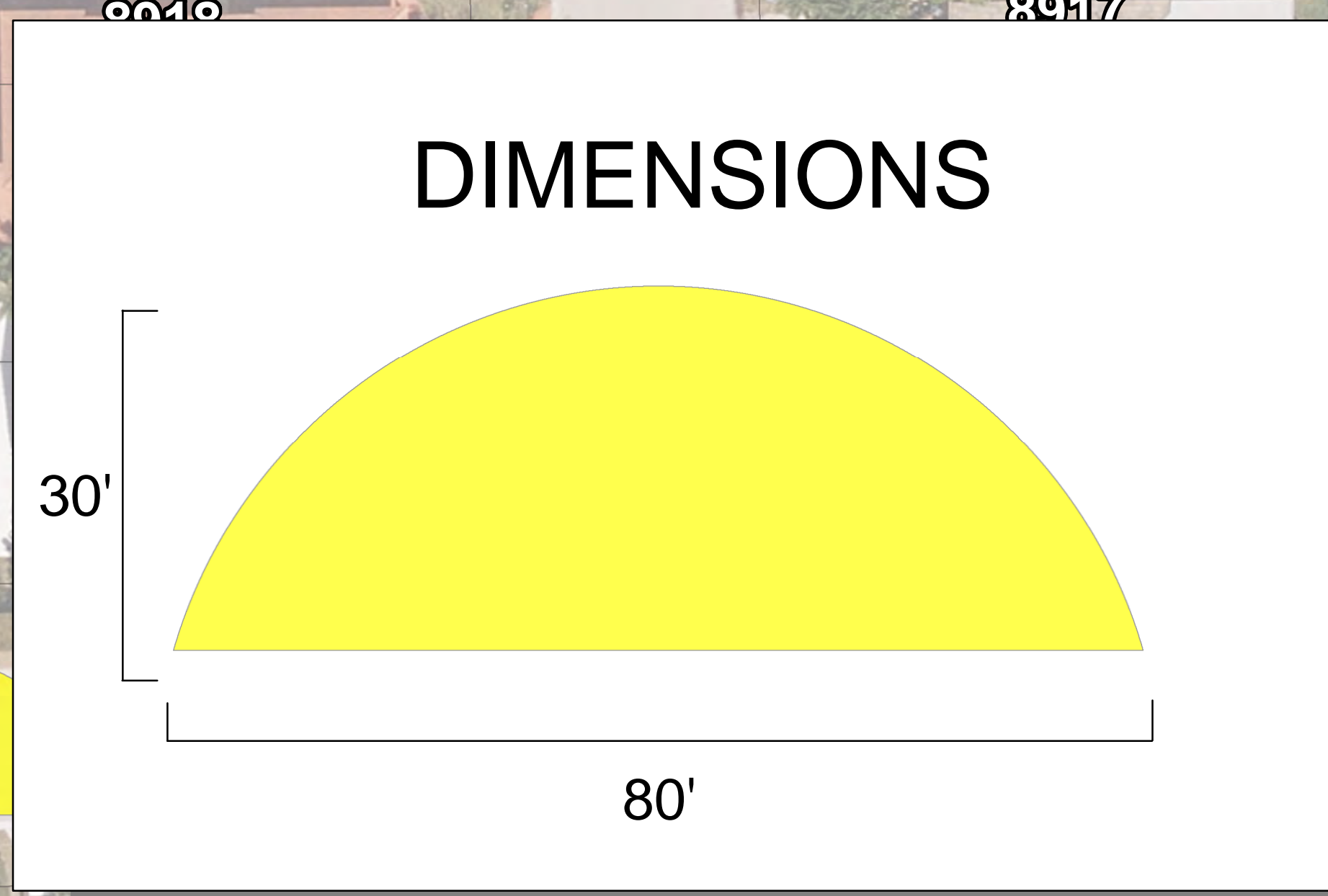


GIS Produced and maintained by the CGA  
Geographic Information Systems Services

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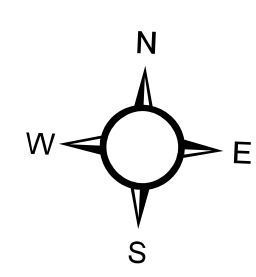
# Legend

-  FPL Lights
-  Parcels
-  Illumination Zones

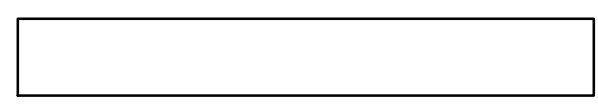


## Town of Surfside Block 19 Street Light Photometrics

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

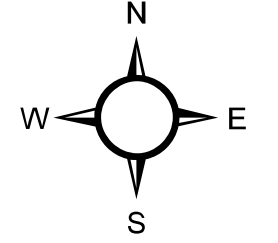
# Owner (Count)

-  Proposed (133)
-  Surfside (83)
-  FPL (243)
-  Miami-Dade County (68)

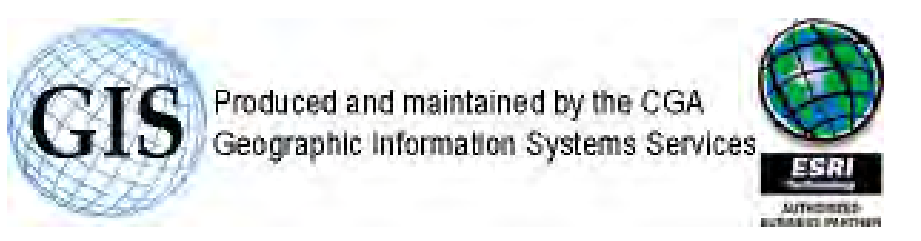


# Town of Surfside Street Light Inventory

Print Date: 2/18/2020



400  
Feet  
1 inch = 200 feet





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@-U V \ ° 9L

**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.

Reviewed by: GO

Prepared by: JDG



**Town of Surfside  
Town Commission Meeting  
November 12, 2020**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #: 9M**

**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



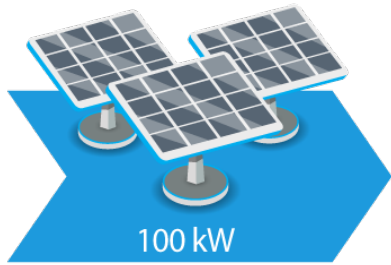
### Terms

- 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

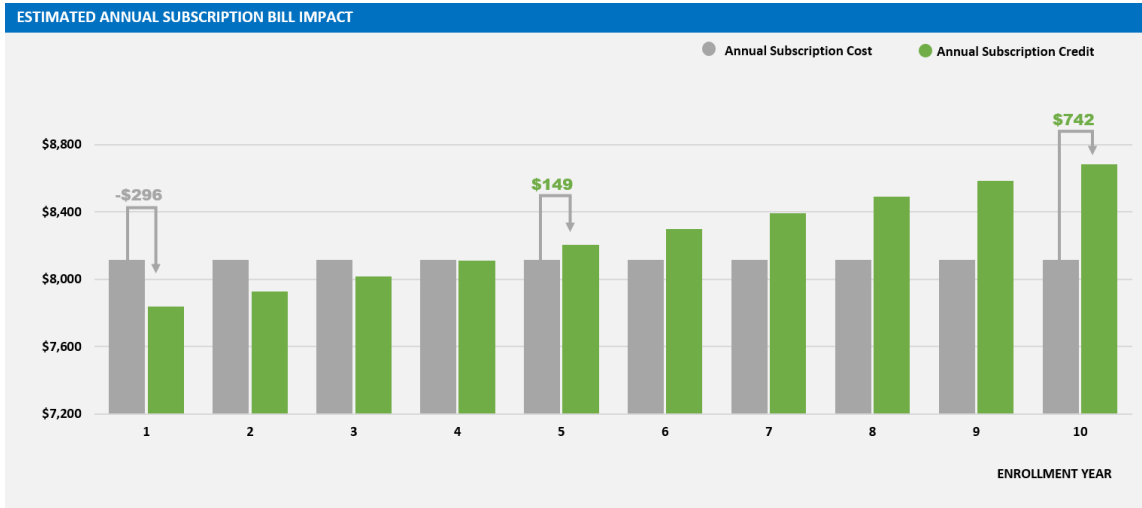
**\$647**

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  
November 12, 2020**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #: 9N**

**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*





**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date: September 19, 2020**

**Prepared by: Mayor**

**Subject: Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission**

---

**Objective:** To provide a presentation on the apparently corrupt arrangement between the former Commission and builders in Town related to interest free, multi-decade loans at the expense of Surfside taxpayers.

**Consideration:** Discuss with Commission

**Recommendation:** TBD

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**



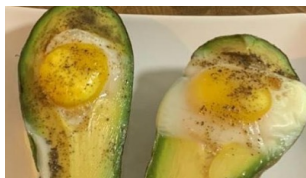
**How Dogs Cry for Help: 3 Warning Signs Your Dog is Crying for Help**  
DR. MARTY



**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

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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

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UPDATED MAY 01, 2020 09:00 PM



MIAMI BEACH

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UPDATED MAY 01, 2020 05:05 PM



REAL ESTATE NEWS

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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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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	SCHAPIRO 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

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 Commissioner Tourgeman.

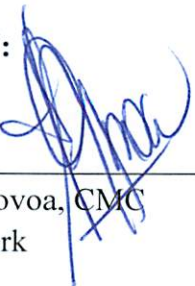
**FINAL VOTE ON ADOPTION**

Commissioner Barry R. Cohen  
Commissioner Michael Karukin  
Commissioner Marta Olchyk  
Vice Mayor Eli Tourgeman  
Mayor Daniel Dietch

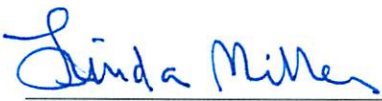
Yes  
Absent  
Yes  
Yes  
Yes

  
\_\_\_\_\_  
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  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date:** 10-5-2020  
**Prepared by:** Commissioner Eliana Salzhauer  
**Subject:** Amending Town Code Sec. 2-233 & 2-237

---

**Objective:** The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

**Consideration:** Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

**Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background\*\*\***

Sec. 2-233. - Conflict of interest.

[https://library.municode.com/fl/surfside/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH2A\\_D\\_ARTVIICOET\\_S2-233COIN](https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN)

Sec. 2-237. - Disclosure of business relationships.

[https://library.municode.com/fl/surfside/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH2A\\_D\\_ARTVIICOET\\_S2-237DIBURE](https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE)

**Recommendations:**

**1)** To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit **(or non-profit)** business relationship and any interest in real property which the employees and officers hold with any other employee or officer;

2) To amend Section 2-237 (a) (1) to include (g) an additional definition of the term “Business Relationship” that recognizes the unique and material influence of serving together in a leadership role at a nonprofit.

(g) The member of the town commission, town board or committee serves in a nonprofit or volunteer capacity on another Board or Committee with the interested person.

**\*\*\*The relevant sections of the Town Code are excerpted below to facilitate discussion:**

**Sec. 2-233. - Conflict of interest.**

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

(1)

Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;

(2)

Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

(3)

Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;

(4)

Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;

(5)

Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;

(6)

Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;

(7)

In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with

his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

**(Ord. No. 1474, § 2, 4-10-07)**

**Sec. 2-237. - Disclosure of business relationships.**

**[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)**

(a)

*Definitions.* For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

(1)

*Business relationship.* A member of the town commission or a town board has a business relationship with an applicant, Interested Person or entity if any of the following exist:

a.

The member of the town commission or town board or committee has any ownership interest, directly or indirectly, in excess of one percent in the entity.

b.

The member of the town commission, town board or committee is a partner, co-shareholder or joint venturer with the interested person in any business venture.

c.

The entity or interested person is a client of the member of the town commission, town board or committee, or a client of another professional working for the same employer as the member of the town commission, town board or committee.

d.

The member of the town commission, town board or committee is a client of the entity or the interested person.

e.

The entity or interested person is a customer of the member of the town commission, town board or committee (or his or her employer) and transacts more than five percent of the business in a given calendar year of the member of the town commission, town board or committee (or his or her employer) or more than \$25,000.00 of business in a given calendar year; or

f.

The member of the town commission, town board or committee is a customer of the entity or the interested person and transacts more than five percent of the business in a given calendar year of the entity or interested person or more than \$25,000.00 of business in a given calendar year.

(2)

*Applicant.* Any individual or entity requesting action of the town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects,

engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than five percent of any such entity requesting action of the town.

(3)

*Interested person.* Any person who speaks for or against any resolution or ordinance before the town commission or for or against any matter before any town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(b)

*Disclosure of business relationships.*

(1)

*Time of disclosure.* Except as prohibited by law, each member of the town commission or any town board or committee shall disclose the existence of any business relationship of which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

*Disclosure subsequent to action taken.* Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

*Establishment of business relationship after appearance.* Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

*Abstention.* In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

*Failure to disclose.* If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the require disclosure, the accused town

commissioner shall be deemed to be censured. If three or more members of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to enforce this section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose business relationships under this section.

( [Ord. No. 19-1695](#), ;s 2, 3-12-19)



# MEMORANDUM

ITEM NO. 9Q

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason Greene, Interim Town Manager  
**Date:** August 11, 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

1. 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.
2. **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.
3. **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.
4. **Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
5. **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.
6. **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.
7. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
8. **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.
9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

14. **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:

15. **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.
16. **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. 9R

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

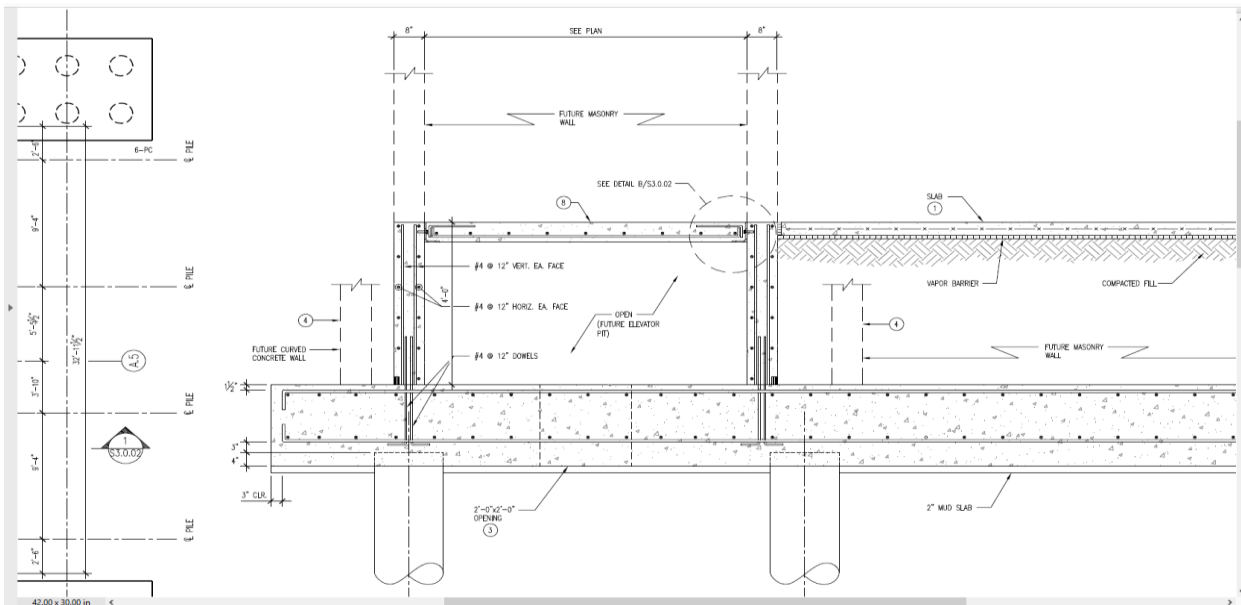


# MEMORANDUM

ITEM NO. 9S

**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. 9T

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Jason D. Greene, Interim Town Manager  
**Date:** August 25, 2020  
**Subject:** Designated (Painted) Walking Areas in the Residential District

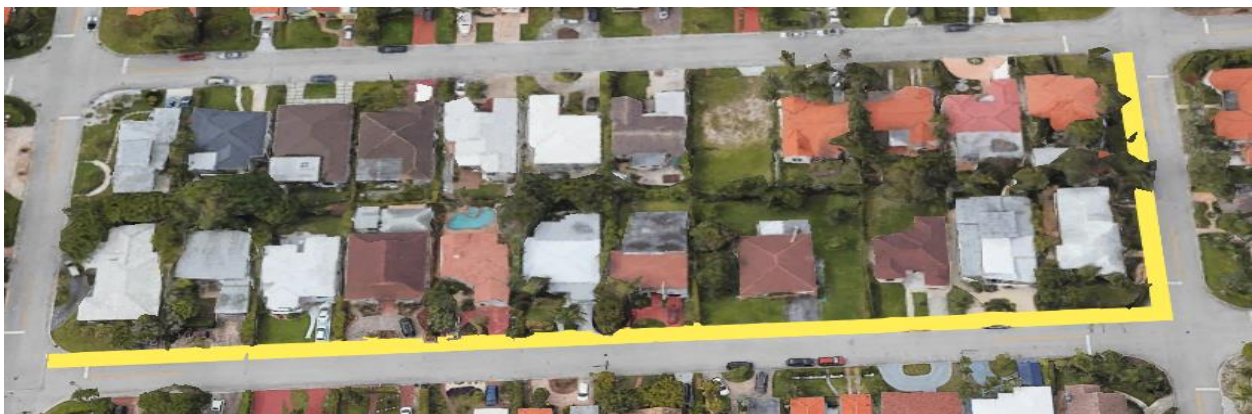
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At the April 16<sup>th</sup>, 2020 Special Commission Meeting, Town Administration was directed to provide a plan to create designated (painted) pedestrian areas in the single-family residential district. The Town Administration reviewed implemented 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.

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 ongoing engineering services. Based on the Town Commission direction and the results from the RFQ, an engineer of record can be picked to develop the documents required for County approval.

The Town Administration recommends that the Town Commission discuss the proposed options provided. Based on direction on 1) the streets to be impacted and 2) selection of one of the two eligible layouts, the Town administration will work with a qualified engineer after a contract is executed with an engineering firm via the current RFQ process in order to process the application and documentation required by Miami-Dade 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



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date: September 19, 2020**

**Prepared by: Mayor**

**Subject: Alternative Kayak Launches in addition to the 96<sup>th</sup> Street Park.**

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**Objective:** To provide a framework to discuss where and how to implement potential additional water access points in Surfside as long as there is neighborhood support for the location.

**Consideration:** Discuss with Commission

**Recommendation:** TBD



# MEMORANDUM

ITEM NO. 9V

**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

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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
Height	Stories	2	2
	Base Flood Elevation	8 ft	10 ft
Lot	Lot Width (Min)	50 ft	50 ft
	Lot area / dwelling (Min)	8,000 sq ft	8,000 sq ft
Lot	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	2,500 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
Setbacks (Min)	Interior side for lots over 50 ft in width	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
Pervious Area (Min)	Rear	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.	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
Height	Stories	2	2
	Base Flood Elevation	8 ft	10 ft
Lot	Lot Width (Min)	50 ft	50 ft
	Lot area / dwelling (Min)	5,600 sq ft	5,600 sq ft
Lot	Lot Coverage (Max)	40%	40%
	Minimum FI Area (Min)	1,800 sq ft	No minimum, changed to a maximum square footage for 2 <sup>nd</sup> floors
Setbacks (Min)	Primary	20 ft	20 ft
	Interior side	5 ft	5 ft
Setbacks (Min)	Interior side for lots over 50 ft in width	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
Pervious Area (Min)	Rear	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.	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	
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	
Setbacks (Min)	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	
Setbacks (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	
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	
		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	
Pervious Area (Min)				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. 9W

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** June 23, 2020  
**Subject:** Stormwater Master Plan

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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



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

Date: October 5, 2020  
Prepared by: Commissioner Nelly Velasquez  
Subject: Amend Tourist Board Ordinance

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**Objective:** To ensure the proper spending of all Tourist funds by the tourist board.

**Consideration:** tourist board ordinance

**Recommendation:** Amend current Tourist Board Ordinance



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date: September 19, 2020**

**Prepared by: Mayor**

**Subject: Legally Defective Charter Amendment Vote in 2012**

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**Objective:** To provide a presentation on the legally defective Charter Amendment vote in 2012 and the options to address same.

**Consideration:** Discuss with Commission

**Recommendation:** TBD



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date:** 10-5-2020  
**Prepared by:** Commissioner Eliana Salzhauer  
**Subject:** Traffic Control Devices on 88<sup>th</sup> & Hawthorne Avenue

---

**Objective:** Give direction to Town Manager regarding the implementation, replacement, and/or removal of Surfside traffic signage that was not authorized by the County in advance.

**Consideration:** A resident complaint led to the County requesting removal of Surfside-specific traffic control signage. To comply with County directive, a Stop sign was removed from the corner of 88<sup>th</sup> & Hawthorne. Many residents have expressed their displeasure with this change and are concerned that the Stop sign removal presents a severe safety hazard. The Commission should discuss how to proceed in replacing such signage and how to handle future County directives.

**Recommendation:** Discuss options and give direction to Town Manager & Town Attorney.



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date: September 19, 2020**

**Prepared by: Mayor**

**Subject: Cone of Silence/Secrecy**

---

**Objective:** To provide a presentation on the corrupt results of this rule exercised by the former elected officials, and what to do to ensure it never happens again.

**Consideration:** Discuss with Commission

**Recommendation:** TBD



**Town of Surfside  
Town Commission Meeting  
November 12, 2020  
7:00 pm**

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

**Date:** 10/24/20

**Prepared by:** Mayor

**Subject:** License Plate Readers

---

**Objective:** To discuss the placement of LPR's in Town in order to potentially devise a methodology to track vehicles coming in and out of the residential and commercial districts in order to help solve crimes

**Consideration:** For discussion

**Recommendation:** To strategically implement LPR's in Town.



**Town of Surfside  
Town Commission Meeting  
December 8, 2020  
7:00 pm**

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

**Date:** December 8, 2020  
**Prepared by:** Mayor  
**Subject:** Cancel Culture in Surfside

---

**Objective:** Reaffirm Surfside’s commitment to open and transparent government

**Consideration:** That Surfside’s elected official promote and encourage more speech and transparency, and stand against those who would silence opposing views.

**Recommendation:** Surfside Commission resolves to condemn Cancel Culture and those who promote it.



4  
MIB MiamiHerald.com/Neighbors | THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009

SURFSIDE

# Officials fed up with 'Mayor's View'

■ Surfside's mayor Charles Burkett and town commissioners squabble over the mayor's criticisms in the town's newsletter.

BY ANGEL L. DOVAL  
adoval@MiamiHerald.com

Surfside Mayor Charles Burkett will no longer get to publish his monthly column in the town newsletter after several commissioners criticized the column as overly political.

At a Feb. 10 meeting, the attempt to create guidelines for the Surfside Town Gazette — and eliminate Burkett's "Mayor's View" column — sparked fireworks.

After a heated argument pitting Burkett against Commissioner Steven Levine, the commission voted 4-1 to eliminate the column from the newsletter among other changes to the town publica-

tion. Burkett was the dissenting vote.

Levine said the mayor was "politicizing the Gazette" and called him "an assassinator" for his strong opinions and sharp chastisements of commissioners in print. At one point, Levine pounded his left fist on the dais.

In February's newsletter, Burkett wrote that he asked the commission to think carefully about calls to eliminate his or any elected official's ability to reach out to residents through the Gazette.

"I know I'm not the most popular person with my friends on the Commission right now . . . but I also know that silencing any voice on this commission would probably not be a great idea for any elected official to undertake," he wrote.

Levine and Commissioner Elizabeth Calderon also



BURKETT



LEVINE

objected to the price of the newsletter. It costs \$3,013 per month to publish 3,800 copies with an average of 12 pages per issue.

In an interview, Burkett told The Miami Herald that "this is not about policy, not about money. It's about the commission," he said.

Burkett and commissioners have clashed publicly over the town's proposed community center.

"They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meet-

*'They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meetings.'*

— CHARLES BURKETT, mayor of Surfside

ings," Burkett said.

The debate began when commissioners Levine and Calderon opened discussion on Gazette policies and guidelines. "These views just don't belong in the newsletter," Levine said at the meeting. "You are making the commissioners and the town look bad in the eyes of the residents and our visitors."

Burkett responded by saying that he has the right to write what he wants and that the commissioners have always been allowed to have their say in the newsletter.

Calderon suggested trimming the Gazette. "We can

save some money if we reduce the size of the newsletter by two pages," she said.

Levine responded: "The mayor is using up two pages so we can eliminate those."

He also told the mayor that his column could continue — online. "And you know what? It's free."

Burkett isn't happy about being relegated to the town website.

"And all the talk about using the website is garbage," he said. "The newsletter is already on the Web. And when they describe what I write as 'political,' well everything we do is political."

Site: [www.dying2live.com](http://www.dying2live.com).

Greetings from Canada:

You seem to have hit a nerve, by your courage to open the eyes of concerned Christians worldwide, and have brought the truth about what really is going on, in the Holy Land.

We will study your site thoroughly, and please don't let WND or Debka File discourage you, they are just Jewish propaganda media, who thrive on their own egos and arrogance, and promote hate news at the expense of God fearing freedom loving human beings.

There are 13 million Jews in the world, who threaten 6 billion humans' lives, with a nuclear holocaust, in order to expand their territory and dominate the middle east +.

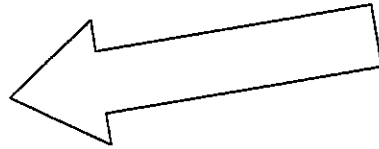
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [740 BC], FOR THE FIRST TIME. If God wanted the Jews to rule over Israel , our Holy Scriptures would say so, but Bible says the opposite and many American Politicians and Religious leaders have been hoodwinked.

I hope you continue your campaign for JUSTICE, and if I can help, let me know.

A. Deacon

Beautiful. God Bless You.

Peter A. Sahwell



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Site: [www.bmjournals.com](http://www.bmjournals.com)

**Peter A. Sahwell** post on the General Medical Journal website:

Peter A. Sahwell,  
consultant  
*private business*  
33154

Send response to  
journal:  
Re: It's Hard to Argue  
with Facts

Whatever one thinks of Israel or Palestine, and forget about the rest of the Arab World, which is a human rights disaster and also has nothing to do with the propositions Dr. Summerfield puts forth, there can be no doubt that the Israeli military has deliberately savaged Palestinian society. Two years ago when the Israelis reoccupied most of the West Bank, there were innumerable reports of IDF personnel breaking into the offices of all manner of human services and cultural agencies and destroying written records, computer hard drives, and anything else that a people uses to record its own existence. Just two weeks ago, an IDF officer emptied his revolver into the lifeless body of a school girl, some 23 shots in all. And that's not an isolated incident. Women give birth in agony at checkpoints while IDF soldiers sit around doing nothing. Now there may be perfectly good hearted and progressive Israeli doctors and other citizens of that country who treat Palestinians humanely, but the structural injustice and inhumanity of the Israeli government and military toward the Palestian people, which started with European jews driving 700,000 Palestinians from their homes and literally razing some 420 of their villages in 1947-48, continues to this day. The documentation is endless and nauseating. There will be no peace until justice is done.

Competing interests: None declared

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Memo: IN RESPONSE

As a Palestinian American and a Christian, I was doubly offended by Joyce Starr's April 11 column, Stop pogrom against Israel.

My grandfather was buried alive in Jerusalem's King David Hotel in 1946 when the Irgun Tzevai Leumi blew up the building in one of many acts of Zionist terrorism.

Few people realize the terror that accompanied the theft of Palestinian land that was the basis of the creation of the state of Israel. The massacre of Palestinian villagers in Deir Yassin and the hanged bodies of two British soldiers booby-trapped with hand grenades are two other notable atrocities. Palestinians were terrorized out of their homes, and half of all the Palestinian villages were quickly bulldozed out of existence, some 480 in all.

As a Christian, I recoil at the desecration of the Church of the Nativity by Israeli soldiers and am saddened by the Christian fundamentalists who yearn for Jews to crowd into Israel in fulfillment of their skewed reading of Scripture.

It should be the task of Christians worldwide to speak out against the insane violence being perpetrated by Israeli Prime Minister Ariel Sharon.

This is a man who was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps, and who is currently under indictment in Belgium for crimes against humanity.

PETER SAHWELL  
Surfside

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*Responses to Sahwell's letter:*

Posted on Thu, Apr. 25, 2002

**Not culpable**

Peter Sahwell's April 23 letter states that Ariel Sharon "was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps."

This isn't the case. Both the Israeli investigation and a New York court found that Lebanese Christian forces, not Sharon, perpetrated the massacre.

The Kahan Commission did reprimand him for not stopping the massacre once word leaked out. However, no evidence ever was produced that Sharon knew in advance that Christian militants were going to kill Muslim civilians as well as Muslim terrorists known to be in the camps.

As Menachem Begin said at the time: "Christians kill Muslims, and everyone blames the Jews."

**DAVID HOSTYK**

Hollywood

Posted on Fri, Apr. 26, 2002

## **British role in Mideast tragedies**

IN RESPONSE

In his April 23 letter, *Israel created through terrorism*, Peter Sahwell wrote of the bombing of the King David Hotel as an example of ``Zionist terrorism."

It is interesting to note that in the 1940s the King David Hotel was the British military headquarters, not a civilian target.

It is fascinating to note that the "Jewish terrorists" were called to the King David before the explosion so that everyone could evacuate the building.

Unfortunately, the British responded by barring the doors and re- fusing to let people leave because they were indignant that a Jew should dictate to his majesty's government.

Sahwell's anger might be better directed toward the British, not only for the death of his grandfather but for their treatment of the Arabs, particularly in Jenin. Following the assassination of a British district commissioner by a Palestinian in Jenin in the summer of 1938, British authorities decided that a large portion of the town should be blown up as punishment.

On Aug. 25, 1938, a British convoy brought 4,200 kilos of explosives to Jenin for that purpose. According to a recently declassified British report, in that operation and on other occasions, Arabs were forced to drive "mine-sweeping taxis" ahead of British vehicles where Palestinian terrorists were believed to have planted mines, in order to reduce British casualties.

Last, the letter's headline is misleading -- unless one considers the United Nations's vote that created the state of Israel an act of terrorism.

**RABBI KALMAN PACKOUZ**

Miami Beach

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***Most recently, Sahwell criticized a column in the Miami Herald about Yasser Arafat.***

### **Arafat didn't err**

The Herald's Nov. 12 editorial *Death of Yasser Arafat* was one-sided. Three Israeli prime ministers, including the current one, engaged in terrorist acts. Also, the editorial repeats the belief that Arafat rejected a great opportunity at Camp David. In fact, the offer was a West Bank crisscrossed with roads under Israeli control, Israeli-controlled water resources and scattered Israeli Defense Force outposts.

The editorial calls the West Bank and Gaza Strip "disputed territories." Historically, the only countries using the term have been Israel and the United States. Ariel Sharon in 2003 finally uttered the truth when he told the Knesset, ``You may not like the word, but what's happening [in the West Bank and Gaza Strip] is occupation."

**Some of Sahwell's more "local" writings**

HERE'S HOPING MAYOR'S

RESPITE IS SHORT-LIVED

**Editor,**

Surfside Mayor Paul Novack deserves better. After years of honest and outstanding service in a county and state where politicians generally are slimeballs, he regrettably is not seeking reelection.

One can only hope this respite from elected office will be short-lived and that he comes back to a leadership position in county government or the School Board, or maybe even back to lead Surfside.

One cause of Mayor Novack exiting the stage at this time no doubt stems from the abuse heaped upon him by the Friends of Surfside Cats.

In a country that spends \$30 billion annually on pet care, yet allows one-quarter of its children to live in poverty, where many people have such a warped view of animals that they throw birthday parties for them, dress them up in cute outfits, and send them to spas, Friends of Surfside Cats typifies this sense of confused priorities.

Jay Senter, one of the group's main supporters, who doesn't even live in Surfside, wrote a Dec. 7 letter to Neighbors in which he waxed emotionally and nauseatingly about PeeWee, Bippy, Boppy, Ding-a-Ling (I'm not making this up) and all the other cute, frolicking feral cats.

That such a truly minor issue as feral cat colonies is used as a club to help drive one of Florida's only progressive public servants from continuing in office is irresponsible.

**PETER SAHWELL**

**Surfside**

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SURFSIDE

RESIDENTS LOVE TOWN'S

CURRENT SENSE OF SELF

**Editor,**

Last week's obligatory negative letter about Surfside came care of real estate broker Marion Ott (*Cheapest is not always the best, Surfside, Aug. 8*).

You have to hand it to them, the forces of disgruntlement learned after the 2002 election at least to take the trouble of feigning interest in the town.

Apart from their generally whining tone, these carping letters show little sense of Surfside as a community of human beings; they do, however, betray their authors' wide-ranging obsession with property values.

What is lacking in the orchestrated wave of vituperation against former Mayor Paul Novack and current Mayor Tim Will is any positive value placed on building a healthy community.

Whereas Novack and Will have been part of and created numerous initiatives that relate to children and place a high priority on people, their opponents evince no passion about or have no new ideas concerning our youth or our elderly, or anyone for that matter except themselves and their sacred property.

Ms. Ott positively gushes about Miami Shores with its neat lawns and trees. Forget that most Shores residents probably couldn't afford their houses now, or that their children won't be able to afford to live there.

She also mentions Bal Harbour and Golden Beach, two little fantasylands that bring nothing to the table with regard to building or sustaining a middle-class community, even one as increasingly small and beleaguered as Surfside's.

My lawn is 90 percent weeds, and I have two plastic pink flamingos in front of my house. I hope we don't turn into the Stepford-like image of a real town that Ms. Ott and her ilk long for so desperately.

**PETER A. SAHWELL**

**Surfside**

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Sahwell uses an email address [andalus@mindspring.com](mailto:andalus@mindspring.com). "Andalus" is the term used for Southern Spain by the Arabs who conquered and ruled that region for nearly 800 years. Sahwell claims he is Palestinian. Why then does he use this "handle" in communications? Does he feel a kinship to Arabs who conquer land? Could it be related to the fact that Spain has become a hide-out for many Al-Qaeda terrorists?

**There are simply too many unanswered questions about Peter Sahwell.**

**Could Peter Sahwell be dangerous?**



**Town of Surfside  
Town Commission Meeting  
January 14, 2021  
7:00 pm**

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

**Date:** 12/17/20

**Prepared by:** Mayor

**Subject:** Permit process

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**Objective:** Simplify Surfside permitting process

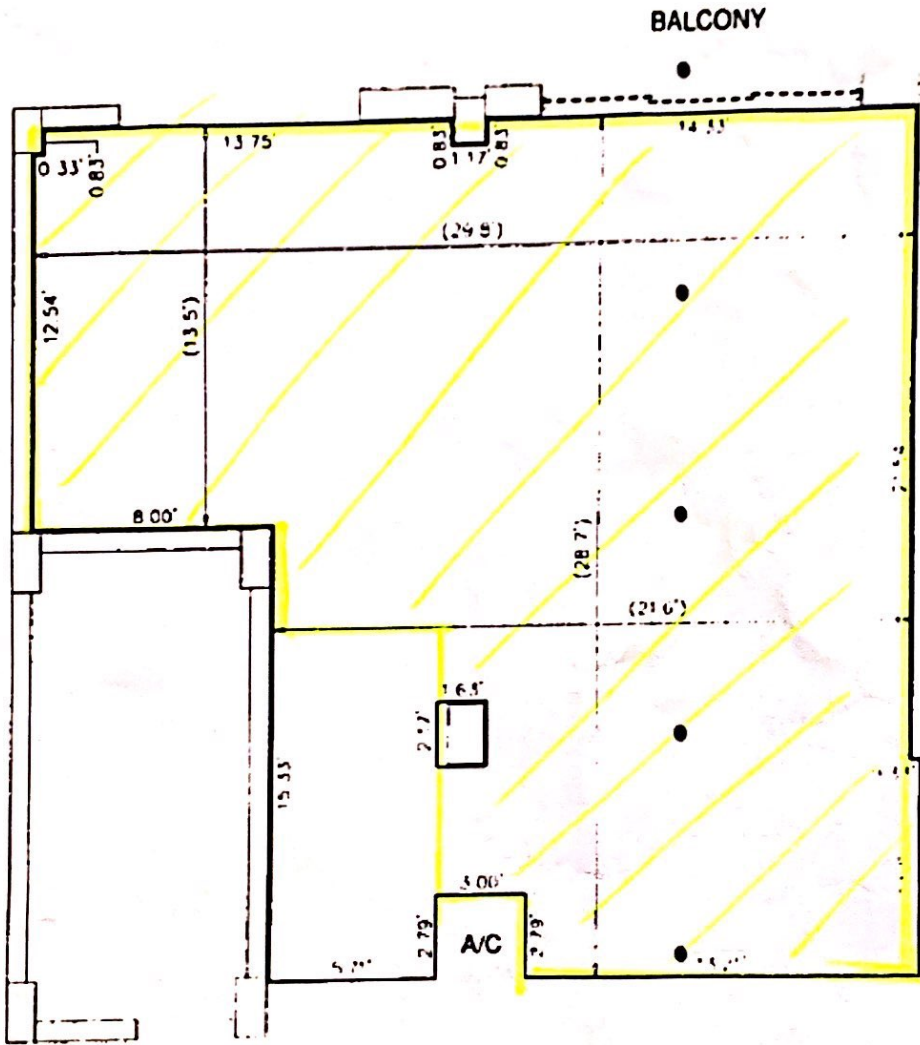
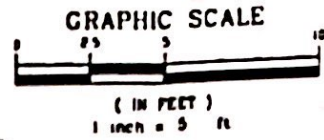
**Consideration:** I don't know what 'consideration' means on this form.

**Recommendation:** Make permitting easy and intuitive for residents in Surfside.

# CARLISLE ON THE OCEAN A CONDOMINIUM

FLOOR PLANS WERE PREPARED FROM  
ARCHITECTURAL DRAWINGS BY

ROBERT M SWEDROE  
1111 LINCOLN ROAD, SUITE 300  
MIAMI BEACH, FLORIDA 33139  
PH (305) 673 6002



UNITS 313-1113, PH #13

Date Printed: 8/27/01 3:16p  
 Date: 8/27/01  
 Call No. 010728U

**LEGEND:**

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENT

**NOTE**

- THERE MAY EXIST SOME VARIATION BETWEEN THE PROPOSED IMPROVEMENTS AND THE IMPROVEMENTS AS CONSTRUCTED
- 9.0' - INDICATES MEASURED DIMENSION
- 9.00 - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

**TYPE "THE ISLANDER"**

**EXHIBIT 2**

**SHEET 13 OF 22**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104  San Antonio TX 78258-4946		<b>CONTACT NAME:</b> Marianna Morandi <b>PHONE (A/C. No. Ext):</b> 888-973-0016 <b>E-MAIL ADDRESS:</b> marianna@farmerbrown.com <b>FAX (A/C. No):</b> 773-657-2010	
<b>INSURED</b> MF7 Services Corp 100 Bayview Dr Apt 1930  Sunny Isles Beach FL 33160-4743		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AIX Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12833	

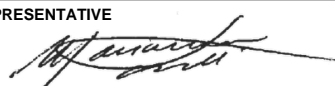
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Town of Surfside Building Department 9293 Harding Avenue, Surfside FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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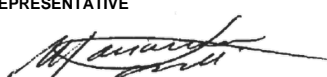
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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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Carlisle on the Ocean 9195 Collins Ave Surfside, FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# JOB COPY

## TOWN OF SURFSIDE

APPROVED \_\_\_\_\_ Permit No. 20-736-BC  
Address 9195 COLLINS Ave # 1013

Planning & Zoning Board \_\_\_\_\_ Date \_\_\_\_\_  
Building Official [Signature] \_\_\_\_\_ Date 10.12.10  
Chief Electrical Inspector \_\_\_\_\_ Date \_\_\_\_\_  
Chief Plumbing Inspector \_\_\_\_\_ Date \_\_\_\_\_  
Chief Mechanical Inspector \_\_\_\_\_ Date \_\_\_\_\_  
Structural Engineer \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Director \_\_\_\_\_ Date \_\_\_\_\_



**TOWN OF SURFSIDE**  
**9293 HARDING AVENUE**  
**SURFSIDE, FLORIDA 33154**

## **PLAN REVIEW COMMENTS WORKSHEET**

Job Address: **9195 Collins Ave. - Unit #305** Permit No: **20-121** Processor: **U. Fernandez** Date: **Dec. 10, 2020**

**Note:**

The following comments are based on a review conducted to the extent that the information on the plans allow. More comments may arise after these comments have been addressed.

**Comments:**

1. All corrections to be done on originals no ink corrections accepted. Cloud and date all corrections and make reference.
2. Provide list of response to comments. (Answer Sheet) showing location of each correction (sheet number).
3. Please show on plans current Florida Building Code 2017 (6<sup>th</sup> Edition).
4. Determine on plans level of alteration as per **FBC Existing Building**.
5. Please provide a clear and proper Scope of Work and indicate all work being performed.
6. Please provide proper Floor Plan to scale, show all interior wall divisions and label each room.
7. Please specify on plans if Plumbing fixtures are to be replaced in their same location.
8. Please show compliance with **FBC 1207 (Sound Transmission)**.
9. This review has been conducted to the extent that the information on the plans allow. Further comments may follow.



TOWN OF SURFSIDE  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

DATE: 11.16.20 NAME OF THE JOB: \_\_\_\_\_

ADDRESS: 9195 Collins Ave TYPE OF CONSTRUCTION: PLBG

- ① DERM
- ② PLANS LACK CLARITY. PROVIDE 2 SETS OF PLANS AS PER THE FLORIDA BUILDING CODE, 2017, BLDG. SECTION 107.1, 107.2.1.
- ~~③ SHOW LOCATION OF BATHROOMS ON PLANS.~~
- ~~④ PROVIDE A SCOPE OF WORK FOR PLBG ON PLANS~~

- ② CONTRACTOR RCL 11/16/20
  - ① DERM
  - ② PLANS LACK CLARITY. PROVIDE PLANS NOT WRITTEN IN INK, SEE FBC 2017, BLDG, 107.1 107.2.1

- ③ RCL 11/23/20 305-216-9276
  - ① DERM
  - RCL 12.9.20



PERMIT NO.

APPLICATION NO.

AMOUNT DUE

# BUILDING PERMIT APPLICATION

2017 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)

- Structural   
  Mechanical   
  Electrical   
  Plumbing   
  Other   
  Roof

<b>JOB ADDRESS:</b> 9195 Collins Ave, unit 1013, Surfside, FL 33154					
<b>OWNER'S NAME:</b> A AND M TEAM					
<b>OWNER'S ADDRESS:</b> 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141					
<b>CITY:</b> Miami Beach		<b>PHONE#</b> (240) 421-6466		<b>FAX #</b>	
<b>FEE SIMPLE TITLE HOLDER'S NAME:</b>			<b>ADDRESS:</b>		
<b>CONTACT PERSON:</b> MARINA KOSTIC			<b>PHONE#</b> (240) 421-6466		
<b>EMAIL ADDRESS:</b> m.kostic.2020@gmail.com					
<b>CONTRACTOR:</b> FLAVIENNE SANT ANNA M ANASTACIO					
<b>MAIL ADDRESS:</b> 100 Bayview DR #1930					
<b>CITY:</b> Sunny Isles Beach		<b>STATE</b> FL		<b>ZIP CODE:</b> 33160	
<b>PHONE #</b> (786) 780-1766		<b>FAX #</b>		<b>EMAIL:</b> m7services@gmail.com	
<b>CERT COMPETENCY:</b> DBPR			<b>STATE REGISTRATION:</b> FL CGC1527388		
<b>LOT</b>	<b>BLOCK</b>	<b>PRESENT USE:</b>		<b>PROPOSED USE:</b>	
<b>FOLIO NUMBER:</b> 14-2235-043-0940			<b>SUBDIVISION:</b>		
<b>NO. OF STORIES</b>		<b>OFFICES:</b>	<b>FAMILIES:</b>	<b>BEDROOMS:</b>	<b>BATHS:</b>
<b>TYPE OF WORK:</b>		ADD <input type="checkbox"/>	NEW <input type="checkbox"/>	ALTER <input type="checkbox"/>	REPAIR <input type="checkbox"/>
		REPLACE <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>		
<b>VALUE OF WORK (Total all Trades):</b> \$6,000			<b>SQ. FT: (TOTAL)</b>		<b>LINEAR FEET</b>
<b>DESCRIBE WORK:</b> REMOVE AND INSTALL TILE FLOORING, EXCEPT BALCONY AND BATHROOM.					
<b>ARCHITECT/ENGINEER'S NAME</b>					
<b>ADDRESS:</b>					
<b>PHONE#</b>		<b>FAX#</b>		<b>EMAIL</b>	
<b>MORTGAGE LENDER NAME:</b>					

**MORTGAGE LENDER'S ADDRESS:**

*Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.*

Initial this Page: \_\_\_\_\_

**OWNER'S AFFIDAVIT:** I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

**CONTRACTOR:**

(Print Name): FLAVIENNE SANTANNA

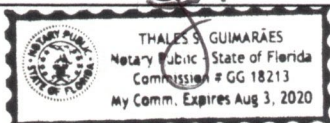
SIGNATURE Flavienne Santana

STATE OF  
FLORIDA  
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me  
this 20<sup>th</sup> day of May, 20 20  
by FLAVIENNE SANTANNA

**NOTARY:**

**SEAL:**



Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**OWNER:**

(Print Name): MARINA KOSTIC

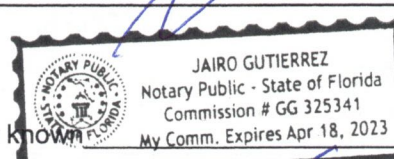
SIGNATURE: Marina Kostic

STATE OF FLORIDA  
COUNTY OF Dade

Sworn to (or affirmed) and subscribed before  
me  
this 22 day of May, 20 20  
by Marina Kostic

**NOTARY:**

**SEAL:**



Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced Maryland Driver's License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY

AUTHORIZED BY



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:





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TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

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SIMILAR PRODUCTS



Whisper Mat So... \$135.00/ piece



Whisper Mat So... \$139.99/ piece



FloorMuffler 1... \$17.99/ piece



Sentinel Eco U... \$41.99/ piece



Eco Ultra Quie... \$69.99/ piece



Protecto Wrap... \$38.00/ piece

Whisper Mat Underlayment

Size: 150 SQ FT | SKU: 954205535 \$129.00 / piece Miami Gardens's everyday low price!



HOW MUCH DO YOU NEED?

QUANTITY OF PIECES

Quantity selector with minus, 1, and plus buttons

1 piece = 150 SQ FT | \$129.00

PICKUP OR DELIVERY

- Pick up in store - FREE
This item can be picked up TODAY local time)
51 pieces in stock - Miami Garde
Check Other Stores
Have it Delivered - Charges May

FREE In-Store

Contact Us

ADD TO

ADD TO MY PROJECT LIST



Search Floor & Decor

- TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

PRODUCT DETAILS

SOUND CONTROL AND MOISTURE RESISTANT MEMBRANE FOR ENGINEERED HARDWOOD, PARQUET AND LAMINATE FLOORING
Whisper Mat® HW is a peel and stick non-permeable sheet membrane, which reduces impact and airborne sound transmissions.

Whisper Mat HW combines sound absorption properties with moisture resistant properties making this an excellent system to enhance flooring installation performance.

FEATURES & BENEFITS

- Sound reduction ratings:
- 6" concrete floor: IIC 51 STC 52
- Sound transmission reduction: Delta IIC 22
Protects flooring from subfloor moisture/vapor emissions
Easy, installer friendly installation
Commercial and residential applications
Approved over radiant heated subfloors
Uniquely thin system (1/8")
Contact Protecto Wrap for additional testing information

BLOGS & VIDEOS

INSTALL & PRODUCT DOCUMENTS

YOU MAY ALSO LIKE

Product recommendations including EZ Foam Underlayment, Eco Ultra Quiet Premium Acoustical Underlayment, Floor Muffler LVT UltraSeal Floor Underlayment, Roberts Silicone Vapor Shield Underlayment for Wood Floors, and 12mm Cork Underlayment Sheets.

TOP RECOMMENDATIONS



**Town of Surfside  
Town Commission Meeting  
January 14, 2021  
7:00 pm**

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

**Date: 12/31/2020**

**Prepared by: Mayor**

**Subject: High Water Bill**

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**Objective:** To reduce water bills by removing the burden of paying the millions of loans incurred by the former administration from water users only.

**Consideration:** ? No idea what this means.

**Recommendation:** Pass the plan to rebate the costs of the loan payments to water bill payers.



Town of  
**Surfside**

Charles W Burkett  
1332 Biscaya Drive  
Surfside FL 33154

For payments or questions:  
9293 Harding Avenue  
Surfside Florida 33154

Mon - Fri 9:00 AM - 5:00 PM  
Phone: 305-861-4863

ACCOUNT NUMBER	05-05050-00
BILLING DATE	12/18/20
LAST BILL AMOUNT	\$621.93
YOUR LAST PAYMENT	-\$621.93
ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$483.90
<b>TOTAL AMOUNT DUE</b>	<b>\$483.90</b>
<b>DATE DUE</b>	<b>01/26/2021</b>

**FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE SERVICE DISCONNECTION AND ADDITIONAL FEES.**

SERVICE ADDRESS: 1332 Biscaya Dr

RATE CLASS: RESIDENTIAL

SERVICE	SERVICE PERIOD	DAYS	METER NUMBER	MULT	UNITS	CURRENT	PREVIOUS	USAGE
Water	09/25/20 - 11/25/20	61	16980382			420	407	13
Sprinkler	09/25/20 - 11/25/20	61	16999817			1733	1706	27

DETAIL OF CHARGES

IMPORTANT INFORMATION

Service	Consumption	Charge	Total
WA BASE METER CHARGE		\$83.83	
WA COUNTY TAX		\$8.19	
WA USAGE LEVEL 1 (0 12,000 GAL)	13	\$52.65	\$144.67
TOTAL WATER			
SP BASE METER CHARGE		\$55.13	
SP COUNTY TAX		\$9.87	
SP USAGE LEVEL 1 (0 12,000 GAL)	27	\$109.35	\$174.35
TOTAL SPRINKLER			
SW COUNTY TAX		\$7.40	
SW BASE FIXED CHARGE	1	\$11.00	
SW SERVICE CHARGE BASED ON WATER CONSUMPTION	13	\$112.32	\$130.72
TOTAL SEWER			
STORMWATER UTILITY		\$34.16	
TOTAL STORMWATER			\$34.16

**Important Notice from the Town of Surfside Utility Department:**

The Town of Surfside will be implementing the final Utility rate increase for customers effective for meter readings occurring after October 1, 2020, as per Resolution 17-2467 and 17-2468 adopted on November 14, 2017. The rate increase will assist in recovering the cost of providing utility services, promote equity in utility rates, encourage water conservation throughout Town, and improve the Town's water and sewer infrastructure. For more information please contact 305-861-4863.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



9293 Harding Avenue  
Surfside Florida 33154

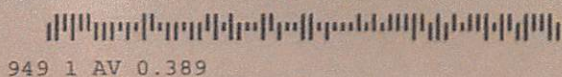
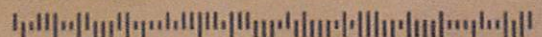
ADDRESS SERVICE REQUESTED

BILL DATE	ACCOUNT NUMBER	DATE DUE
12/18/20	05-05050-00	01/26/2021
CYCLE #	SERVICE ADDRESS	TOTAL DUE
001	1332 Biscaya Dr	\$483.90

Amount Enclosed \$ \_\_\_\_\_

Please remit and make checks in US funds payable to:

TOWN OF SURFSIDE  
9293 HARDING AVENUE  
SURFSIDE FL 33154-3009



949 1 AV 0.389

CHARLES W BURKETT  
1332 BISCAYA DR  
SURFSIDE FL 33154-3318

