



**Town of Surfside
Regular Town Commission Meeting
AGENDA
April 13, 2021
7 p.m.**

- 1. Opening**
 - A. Call to Order**
 - B. Roll Call of Members**
 - C. Mayor and Commission Remarks – Mayor Charles W. Burkett**
 - D. Agenda and Order of Business** Additions, deletions and linkages
 - E. Community Notes – Mayor Charles W. Burkett**
 - F. Legislative Update – Mario Bailey**
- 2. Quasi-Judicial Hearings – N/A**
- 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**
 - February 4, 2021 Zoning Workshop Meeting Minutes
 - February 9, 2021 Regular Town Commission Meeting Minutes
 - February 18, 2021 Zoning Workshop Meeting Minutes
 - February 23, 2021 Special Town Commission Meeting Minutes
 - March 9, 2021 Regular Town Commission Meeting Minutes
 - March 23, 2021 Visioning Budget Workshop Minutes
 - *B. Town Manager’s Report – Andrew Hyatt, Town Manager**
 - *C. Town Attorney’s Report – Weiss Serota, Town Attorney**

D. Committee Reports - Andrew Hyatt, Town Manager

- December 15, 2020 Downtown Vision Advisory Committee Meeting Minutes
- February 17, 2021 Budget Advisory Committee Meeting Minutes
- February 25, 2021 Planning and Zoning Board Meeting Minutes

E. Authorizing Additional Expenditure of Funds - GM Tennis – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING ADDITIONAL EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$10,500 TO EXPAND THE YOUTH TENNIS PROGRAM OPERATED BY GM SPORTS TENNIS, LLC.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Mutual Aid Agreement between the Town of Surfside Police Department and the Florida Department of Children and Families – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR THE SHARING OF FLORIDA CRIMINAL HISTORY AND LOCAL CRIMINAL HISTORY INFORMATION FOR CHILD PROTECTIVE INVESTIGATIONS AND EMERGENCY CHILD PLACEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

G. Adopting a Proclamation - Arbor Day – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE'S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 26, 2021 IN THE TOWN OF SURFSIDE AS "ARBOR DAY"; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

H. Authorizing the Expenditure for the FAA Appeal – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING ADDITIONAL EXPENDITURE OF FUNDS TO SPECIAL COUNSEL, LEECH TISHMAN FUSCALDO & LAMPL, IN CONNECTION WITH THE APPEAL OF THE FEDERAL AVIATION ADMINISTRATION'S (FAA'S) SOUTH CENTRAL FLORIDA METROPLEX PROJECT (METROPLEX), FOR LEGAL FEES AND CONSULTANT'S SERVICES FOR PHASE 1 METROPLEX FLIGHT PROCEDURE ASSESSMENT; 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 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. Resolution Adopting a Civility Pledge by Town Officials – Vice Mayor Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A CIVILITY PLEDGE FOR ELECTED OFFICIALS ENGAGED IN PUBLIC DISCOURSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR 2021 FOURTH OF JULY FIREWORKS SHOW SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C. Retainer Recommendations for Engineering Services Pertaining to Utilities, Stormwater and Geographical Information Systems (GIS) – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR STORMWATER ENGINEERING RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH NOVA CONSULTING, INC. FOR UTILITIES ENGINEERING RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

D. Resolution Authorization to Expend for Undergrounding Design Coordination Services – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

E. Budget Amendment – Undergrounding Design Coordination Services and Design for Undergrounding of non-FPL Utilities – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 TO THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Urging Resolution in Support of Home Rule – Vice Mayor Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO SUPPORT HOME RULE FOR LOCAL MUNICIPALITIES AND COUNTIES, AND REJECT 2021 LEGISLATION THAT ERODES LOCAL GOVERNMENT HOME RULE AUTHORITY; AUTHORIZING THE TOWN CLERK TO TRANSMIT THIS RESOLUTION TO THE OFFICIALS NAMED HEREIN; 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. Amending Town Code Section 2-205 Conduct of Meetings; Agenda –**
Mayor Charles W. Burkett
- B. Demolition by Neglect -** Mayor Charles W. Burkett
- C. Excessive Homeless Contribution made by the Former Commission -**
Mayor Charles W. Burkett
- D. Lowering of Property Taxes and Water Bills – Staff Report –** Andrew Hyatt, Town Manager
- E. FPL Solar Together -** Vice Mayor Tina Paul
- F. Climate Environmental Collective Revised -** Vice Mayor Tina Paul
- G. Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission –** Mayor Charles W. Burkett
- H. Amending Town Code Section 2-237 Business Relationships –**
Commissioner Eliana Salzhauer
- I. Community Center Pool Deck Lighting - Staff Report –** Andrew Hyatt, Town Manager
- J. Community Center Second Floor – Staff Report -** Andrew Hyatt, Town Manager

- K. Designated (Painted) Walking Areas in the Residential District- Staff Report –** Andrew Hyatt, Town Manager
- L. Alternative Kayak Launches in Addition to the 96th Street Park –**
Mayor Charles W. Burkett
- M. Stormwater Masterplan - Staff Report –** Andrew Hyatt, Town Manager
- N. Amend Tourist Board Ordinance –** Commissioner Nelly Velasquez
- O. Legally Defective Charter Amendment Vote in 2012 –** Mayor Charles W. Burkett
- P. Traffic Control Devices on 88th & Hawthorne Avenue –**
Commissioner Eliana Salzhauer
- Q. Cone of Silence/Secrecy –** Mayor Charles Burkett
- R. License Plate Readers –** Mayor Charles W. Burkett
- S. Cancel Culture in Surfside -** Mayor Charles W. Burkett
- T. Permit Process -** Mayor Charles W. Burkett
- U. High Water Bill –** Mayor Charles Burkett
- V. Zoning Code Timetable -** Mayor Charles Burkett
- W. Kayak Survey Results –** Andrew Hyatt, Town Manager
- X. Zoning in Progress –** Mayor Charles Burkett
- Y. Motorized Bikes on the Hardpack -** Mayor Charles Burkett
- Z. Increased Commercial Airliner Flights over Surfside -** Mayor Charles Burkett
- AA. Install a lighted, pedestrian controlled, high visibility crosswalk at 90th Street and Harding Avenue -** Mayor Charles Burkett

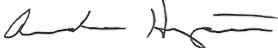
- BB. Purchase of Electric Vehicles - Mayor Charles Burkett**
- CC. One-way automatic gate at 96th Street and Bay Drive - Mayor Charles Burkett**
- DD. Dramatically raise the price of the remaining spaces on Harding Avenue to encourage the usage of our larger parking lots for stays over 15 minutes. Charge \$1 for each 15-minute stay, which would be the only option - Mayor Charles Burkett**
- EE. Pickup and drop off zones for each block at its center, on both sides, on Harding Avenue - Mayor Charles Burkett**
- FF. Draconian Fines for Residents - Mayor Charles Burkett**
- GG. Surfside's Brand Name, Miami's Uptown Beach Town – Mayor Charles Burkett**
- HH. Parking and Other Traffic Solutions in the Business District to Support Local Businesses – Commissioner Charles Kesl**
- II. Ending Option to Contribute to Parking Fund in Lieu of Having Required Parking in Building Plans – Commissioner Charles Kesl**
- JJ. Daylight Plane Requirement for New Construction – Commissioner Charles Kesl**

Staff Reports

A. Purchase of Land for Parks – Commissioner Nelly Velasquez

10. Adjournment

Respectfully submitted,



Andrew Hyatt
Town Manager

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

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

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

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

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



**Town of Surfside
Zoning Code Workshop – Single Family Area
MINUTES
February 4, 2021
6 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 6:00 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl (arrived at 6:06 pm), Commissioner Eliana Salzhauer (arrived at 6:03 pm), and Commissioner Nelly Velasquez (arrived at 6:24 pm).

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango and Town Attorney Tony Recio.

2. Introductory Statement and Background

Mayor Burkett gave an introductory statement and provided a background of the zoning code workshop.

Commissioner Salzhauer stated that she shares the vision of protecting Surfside from over development and disagrees that this was a unanimous vote on spending over \$100,000 on a new zoning code.

Mayor Burkett addressed the comments made by Commissioner Salzhauer and he said that he would go back to the votes on that subject and they are there to improve the code.

Commissioner Kesl stated that he would like to keep this simple and he would like to see what the issues are.

Vice Mayor Paul commented on the vote and the changes being unclear and spoke regarding the 2006 code and is not sure if she could support this.

3. Proposed Process

4. Overview of Code Layout

5. Presentation of Draft Code's Regulations Affecting Single Family

A. Lot Coverage

Town Attorney Recio gave a presentation on the proposed zoning code and its changes for the residential portion for lot coverage. He spoke regarding the practical difficulty variance and its limitations for existing homes. He discussed the H30B district as it pertains to lot coverage.

B. Height

Town Attorney Recio gave a presentation on the proposed zoning code and its changes for the residential portion for height. He stated that the height is measured from the crown of the road abutting the property to the roof. He spoke regarding the difference in measuring height as it pertains to a flat roof and a pitched roof. He stated not to discourage pitched roof. He stated the height limit being 30 feet and some pressures that might be considered. He discussed certain elevations in measuring crown of road.

Town Attorney Recio spoke regarding H30A, H30B and H30C height modifications and gave examples of cupolas, chimneys, flagpoles and similar architectural features.

C. Setbacks

Town Attorney Recio explained the setbacks and the amount of setback for the structures for the front and the rear. He discussed how it currently is written in the current code and this rewrite of the code has been made to simplify it.

i. Average Setbacks

Town Attorney Recio explained the average setbacks and lot coverage examples and this is discouraged in this code for typical interior lots.

ii. Encroachments

Town Attorney Recio discussed the setback encroachments in connection with single family and duplexes. He discussed that the Planning and Zoning Board has considered potential 24" encroachment be allowed for eaves of flat roofs provided they are no more than 6" vertical thickness, to maintain appropriate scale. He stated that George Kousoulas suggested side steps be allowed to project no more than 3 feet into a setback and no more than 18" above grade. He discussed the projections and encroachments on setback areas. He spoke regarding side yard steps and what the code currently allows.

D. Special Situations

Town Attorney Recio spoke regarding the special situations of the front of the lots and its impact on what your setbacks would be.

i. Corner Lots

Town Attorney Recio spoke regarding the special situations involving corner lots and their setbacks.

ii. Waterfront

Town Attorney Recio spoke regarding special situations on the waterfront lots and what Section 90-179(c) in the H30A district.

E. Accessory Structures

Town Attorney Recio spoke regarding the accessory structures and the key for this is the percentage of 20% in H30B of the area and goes up to 30% in H30A. He spoke regarding pools and sheds. He stated that this does not exempt the structure from other requirements.

F. Accessory Uses

Town Attorney Recio spoke regarding the accessory uses and home offices. He stated that it is unclear as to what the difference is from an

office to a den in your home. The current code allows a work vehicle. He spoke regarding commercial uses not being allowed in residential area.

G. Fences

Town Attorney Recio spoke regarding the fences and the maximum height and allowable capacity. He spoke regarding the street side yards and extend into the right of way.

H. Car Canopies

Town Attorney Recio spoke regarding the car canopies and if one wants them there is a process in order to have them approved and there is a height requirement.

I. Landscaping and Permeability

Town Attorney Recio spoke regarding the landscaping permeability, the impervious area, drainage and stated that the landscape code has been extensively revamped.

J. Nonconformities

Town Attorney Recio spoke regarding the nonconformities and explained what those are. He stated that is how they deal with the properties that do not meet the current requirement. He spoke regarding structures and those that are abandoned.

K. Lot Splitting and Lot Aggregation

Town Attorney Recio spoke regarding lot splitting, platted lots, and the unity of title as well as density.

L. Zoning Approval Procedures

Town Attorney Recio spoke regarding the four major portions of this code and stated that the Planning and Zoning Board required for all new construction and additions with minor exceptions for accessory structures.

i. Design Review

Town Attorney Recio discussed the design review and how it pertains to the Planning and Zoning Board.

ii. Variance

Town Attorney Recio discussed the three (3) types of variances and the approval would be valid for 12 months and may be extended by Town Commission for an additional 12 months for good cause.

iii. Special Exception

Town Attorney Recio discussed the nonconforming use and special exceptions and those not listed in the code. He discussed that approval needs to be a super majority and is valid for 12 months.

iv. Conditional Use

Town Attorney Recio spoke regarding the conditional use and the main ones are canopies in front of the houses.

M. Architecturally Significant Buildings

Town Attorney Recio spoke regarding the architecturally significant buildings and the designation of certain buildings.

N. Temporary Signs

Town Attorney Recio spoke regarding the provisions on construction in the single-family area and the concept was based on the City of Coral Gables and if the Commission does not like these they could go back.

Town Attorney Recio stated that they are not changing anything in the Short-Term Rentals except for this provision which entailed a registration period for short term rental properties. He stated that if they change the code, they will not open that new window.

Commissioner Eliana Salzhauer stated that at times they assume they have information and knowledge on areas they might not have expertise on. She spoke regarding lot coverage and she would like 40% lot coverage.

Commissioner Kesl commended Town Attorney Recio and stated that it should be the Town Planner addressing the Commission with the changes on the code. He spoke regarding the Town Charter and the requirements for density and intensity.

Commissioner Velasquez asked regarding the fences and are they only for the corner lots.

Town Attorney Recio stated that they are intended to be for corner lots.

Commissioner Velasquez asked regarding splitting of lots and can they turn the lots into two lots.

Town Attorney Recio stated that they could as long as it was plotted that way.

Commissioner Velasquez asked regarding the pet store and it would have to be a majority vote.

Town Attorney Recio stated that they have to go through an ordinance because there is no code pertaining to that specific subject to not have to change the code.

Commissioner Velasquez asked regarding the historic provision and she would prefer it to be for a certain area and not the entire town.

Commissioner Velasquez asked if there is an amount of time that the construction signs can stay on the property.

Town Attorney Recio stated that there is a provision that the signs do have to come down after a certain amount of time. He said it is 72 hours before the final inspection.

Commissioner Velasquez thanked Town Attorney Recio for the presentation and would like to meet with him before the next meeting to discuss her questions.

Vice Mayor Paul thanked Town Attorney Recio for his presentation and said that she did not see green initiatives or incentives for homeowners.

Town Attorney Recio answered Vice Mayor Paul regarding incentives and how to incentivize people and how it could be done.

Vice Mayor Paul stated that in the past they offered a waiver for the permitting fees for Photovoltaic Systems. She asked regarding the different types of variances.

Town Attorney Recio explained the different variances and what they apply to and that there is a beneficial aspect to the variance.

Mayor Burkett discussed the size of the lots, lot coverage and commented on stripping beautiful houses in the neighborhood to become large homes. He spoke regarding green initiatives and if Vice Mayor Paul believed that they were already there and asked Town Attorney Recio if they were removed.

Town Attorney Recio stated that they were not intentionally removed from the old code.

Mayor Burkett stated that they used the old code and the new code and worked to improve the current code.

6. Public Comment

The following individuals from the public spoke:

Judith Frankel, Chair of the Planning and Zoning Board, went over different topics of the presentation and provided the outlook of the Board members from the Planning and Zoning Board.

Horace Henderson, Board Member of the Planning and Zoning Board, encouraged the Commission to push forward and discuss the difference of the two codes and all politics should be set aside and get this done.

James MacKenzie, Board Member of the Planning and Zoning Board, spoke regarding the process and he sees a lot of things that come before them and what strikes them the most is the new code and old code and 80% of the homes that originally were here and most of them are one story. He stated that the lots on the interior are small and spoke regarding the setbacks.

Jeff Rose spoke regarding the 2006 code and stated that workshops should have been back and forth from residents and spoke regarding lot coverage.

Joseph Sartiano spoke regarding fences, hedges and accessory swimming pools.

George Kousoulas spoke regarding the code and that it needs to be tailored.

Joshua Epstein spoke against this code and the process has been horrible.

Eli Ginsburg asked if they could get a copy of the presentation.

Jeff Rose spoke regarding multiple workshops.

Judith Frankel spoke regarding the corner lots and the rules that are in place, that the Town Planner should give his input and spoke regarding the signs

Horace Henderson spoke regarding the workshop and becoming familiar with the zoning code and the changes proposed.

George Kousalous spoke regarding the language of the zoning code and spoke regarding the building code as a companion commentary.

Eli Ginsburg stated that the presentation would be on the website and would suggest having the presentation in advance. He spoke regarding sea level rise. Joshua Epstein spoke regarding the changes on the zoning code and the hedges.

Joseph Sartiano spoke regarding corner lots.

Debbie Cimadevilla spoke regarding corner lots.

Horace Henderson spoke regarding conforming to the two codes.

Jeff Rose spoke regarding the importance of the zoning code.

Joshua Epstein addressed the money spent on this zoning code rewrite and the zoning in progress.

George Kousoulas spoke regarding the H30 zoning, the single-family code and how it relates to the new code and the old code.

Joseph Sartiano commented on driveways and landscaping and would like clarification on the regular landscaping on homes and what he needs to do in submitting plans in redoing the driveway and private area.

Jordan Wachtel spoke regarding the change of the code and the time it takes to obtain a permit and there should be a faster way.

Joshua Epstein spoke regarding Mayor Burkett muting speakers.

Jeff Rose stated that it is inappropriate in muting speakers. He asked Commissioner Velasquez and Commissioner Kesi in spending the money on the rewrite on the zoning code.

Horace Henderson spoke regarding the time to review the zoning changes and asked for them to get it done.

Eli Ginsburg spoke regarding the zoning in progress and the impact it has had on the residents.

Town Planner Keller addressed the comments made by public speaker Sartiano.

7. Question & Answer (based on public comment)

Commissioner Salzhauer addressed comments made by the public and believes they should go through the entire document line by line and for everyone to be able to understand and possibly this is an opportunity to simplify the code for everyone to understand. She would like to remove any workaround and the Commission should not have the ability to designate historical homes.

Commissioner Kesi spoke regarding the proposed process and spoke regarding being able to see an outline and having green initiatives and stated that they have to make it easier to understand.

Commissioner Velasquez stated that she believes that they need more than one workshop to be able to understand the changes and doing it step by step. She spoke regarding incentives of people coming to Florida for tax breaks and it only applies if this is your homestead. She stated that they need to have more workshops and be more direct on each section of the code.

Vice Mayor Paul thanked the Planning and Zoning Board Members but would like to hear from the Town Planner. She asked regarding lot splitting, the 3 zoning zones and why in two of the codes you could split the lots and the other code does not allow that to be done. She spoke regarding historically preserving older homes.

Mayor Burkett spoke regarding hedges and he does not think that it would be bad for the homes on the corner lots. He spoke regarding the setbacks and fencing. He stated regarding the lot aggregation and if someone wants to buy both lots and build a beautiful home, he does not have a problem with that but for those to come to maximize their investment and subdividing he does not agree.

Commissioner Salzhauer stated that she cannot understand why they are doing this and believes that they should've looked at what was wrong with the code and go from there to correct it.

Commissioner Kesl stated that at times they need to be lighthearted and spoke regarding the changes on the code and the new concepts and they need to look into the master plan.

Vice Mayor Paul stated that she would yield her time to the Town Planner and agreed with Chair Judith Frankel on how confusing the changes of the code are.

Town Planner Keller spoke regarding the zoning code changes and the issues revolving the zoning in progress and stated that the landscape code is very weak.

Commissioner Velasquez spoke regarding the zoning in progress and stated that individuals need to get together and read the zoning code and stop pointing the finger and fix what needs to get fixed.

Mayor Burkett addressed the comments made by Commissioner Salzhauer when it relates to flat roofs and the equipment are hidden on the flat roofs. He addressed comments made by the Town Commission and asked if they had a chance to read the zoning code.

Mayor Burkett asked Town Attorney Arango if he directed the Town Attorney to spend money to draft this code.

Town Attorney Arango addressed the comments and stated that the zoning in progress came up in three (3) different meetings and they have been taking direction from everyone and this has been going on since April.

Town Attorney Recio spoke regarding the zoning in progress language pertaining to the zoning repeal and voting on the zoning in progress has taken place three (3) times. He addressed the green initiatives and it is still in design progress.

Commissioner Kesl commented on the everyday activity of the Town and believes the systems should be better. He spoke regarding the process being challenging and the interpretation of the two codes.

Commissioner Salzhauer commented on overdevelopment, special groups, hedges and the new code being more restrictive on the residential portion.

Vice Mayor Paul spoke regarding the time line of the zoning changes, zoning in progress and spoke regarding taking the best of the 2006 code and adding that to the current code. She spoke regarding no resolution approving the expenditure for this zoning rewrite. She stated that she would like Town Planner Keller's opinion on the zoning codes.

Commissioner Velasquez spoke regarding the complaints from the public on the proposed changes of the code, the privacy of those on the corner lots and those having a personal vendetta against the Mayor.

Mayor Burkett addressed the comments made by Commissioner Salzhauer and spoke regarding the insults from other Commissioners insulting the Town Manager who quit and the insults on the Town Planners who also quit due to Commissioner Salzhauer comments, complaints and insults.

Mayor Burkett stated for everyone to submit their comments to the Town Attorneys and then they will have another workshop for the residential portion and those comments will be addressed. He stated that they will continue to have the workshops to address the comments. He commented on the areas that needed to be addressed on the code in the commercial and residential area.

Commissioner Salzhauer stated that this has been a one-man crusade by the Mayor and how she can propose the change for the zoning and the methods of the way the Mayor would like to implement these changes are horrible.

Commissioner Kesl stated that he would like to move things forward and get things done.

Vice Mayor Paul spoke regarding certain things on the code that needs to be changed and does not think they should continue doing the zoning in progress.

Commissioner Velasquez commented on the constant arguing and nothing gets done. She stated that she wants to get this fixed.

Mayor Burkett stated that they were all put there for a job and everyone is responsible. He addressed comments made by other Commissioners. He stated that they should call it a night and continue with scheduling another workshop.

Commissioner Kesl commented on several things discussed that haven't been on the table and adopting more public spaces.

Vice Mayor Paul addressed the comments made by Commissioner Velasquez and Mayor Burkett and would like to move forward and would like Town Planner Keller to move forward with the code and making sure the residents are being satisfied.

Mayor Burkett asked Town Planner Keller if there is something to do to help the resident.

Town Planner Keller stated that fences are something that people have been asking him about and discussed the difference between both codes.

Town Attorney Arango stated what changes they would like to see for the fences.

Vice Mayor Paul stated that Town Planner Keller stated 6-foot fences.

Town Planner Keller stated that 6-foot fences would be better.

Mayor Burkett asked the Commissioner if Town Attorney Recio could change it to 6-foot fences.

Commissioner Salzhauer stated that they cannot piece meal this.

Mayor Burkett stated that Commissioner Salzhauer does not agree with the process.

Mayor Burkett asked Town Attorney Arango if they could direct Town Attorney Recio to make those changes.

Town Attorney Arango stated that by consensus they could make those changes.

Commissioner Salzhauer asked if it needs to be publicly noticed for the zoning in progress.

Town Attorney Arango stated that they will address the notice issue with the changes on the zoning in progress.

Town Planner Keller stated that many of the applications coming in are coming in incomplete. He spoke regarding the zoning reviews that don't have to go before the Planning and Zoning Board and many take an old survey and draw on it and things have to be in a certain way before it can be reviewed and approved.

Building Official Fernandez stated that he does not see a problem with the permitting process but does see an issue with the review of the zoning plans. He stated that when he goes to the office, he will review the pending plans that need to still be reviewed.

Vice Mayor Paul asked if the applicants are given guidelines as to the requirements.

Building Official Fernandez stated that they do give the information to the applicants to assist them.

Commissioner Kesl commented on the process and the challenges being faced and correcting an issue the Town Planner is experiencing.

Commissioner Salzhauer stated that it is not correct to sensor the public and stated that they voted to work with the new Town Planner to make changes to the code.

Commissioner Velasquez commented on moving forward and making the changes.

Mayor Burkett stated moving the ball forward and suggested everyone to submit the changes they suggest and address it at the next workshop. He spoke regarding sea level rise and raising homes and putting the ideas together.

Commissioner Kesl asked Town Attorney Recio if there is a clear list of bullet points of things that are unresolved.

Commissioner Velasquez spoke regarding the comments made by Commissioner Salzhauer regarding the \$100,000 spent on the zoning amendments. She commented on going through the code and explain it to the residents.

Further discussion took place among the Commission regarding the possible zoning code change, and the funding expended for this zoning code rewrite.

Vice Mayor Paul spoke regarding the next zoning meeting and going over the different changes on the proposed zoning code.

Town Attorney Arango stated that they are in a very difficult position and they have bent over backwards in doing what they have been requested to do. She stated that they have been through three (3) different planners and needs clear direction on what legal are to do from now on.

Mayor Burkett asked for consensus to put a list of 50 items that are significant changes on the code, send to the commissioners and have the commission add their changes.

Commissioner Salzhauer asked what the red line version would look like.

Town Attorney Recio stated that the red line version is very confusing and addressed the changes on the new code.

Mayor Burkett asked Town Attorney Recio and for the Commission to work with that draft in order to move the ball forward.

Commissioner Salzhauer would like Town Planner Keller to look at the current code and they are trying to prevent over development and what are the changes that they need to make.

8. Adjournment

The workshop adjourned at 10:23 p.m.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
February 9, 2021
7 p.m.**

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

1. Opening

A. Call to Order

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

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Charles Kesl and Commissioner Eliana Salzhauer (arrived at 7:05 pm)

Also present were Town Manager Andrew Hyatt and Town Attorney Lillian Arango.

C. Mayor and Commission Remarks – Mayor Charles W. Burkett

Mayor Burkett requested to defer the following items to the next meeting agenda: 9C (Amending Town Code Section 2-205 Conduct of Meetings; Agenda; 9F (Demolition by Neglect); 9G (Excessive Homeless Contribution made by the Former Commission; and 9I (Short-Term Rentals).

Commissioner Kesl asked for the following items to be handled by the Town Manager. Items 9D (Topper Selection for 4 x 4 Posts on Hardpack and Walking Path; 9E (Building Department Document Scanning) and 9V (Comparison of 2006 Code to 2020 Code – Staff Report).

Vice Mayor Paul asked for item 3E (FY 2021 Budget Amendment No. 5) to be pulled from the consent agenda and to be linked to item 5C (Abbott Street Engineering).

A motion was made by Commissioner Salzhauer to move item 9Z (Traffic Control Devices on 88th & Hawthorne Avenue) up on agenda to be able to discuss it tonight after item 9B (Discussion and Action Regarding Newly Implemented “Town Blog”, Surfside

Gazette and Social Media Guidelines), seconded by Vice Mayor Paul. The motion carried with a 5-0 vote.

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

E. Community Notes – Mayor Charles W. Burkett

F. Senator Jason Pizzo - Mayor Charles W. Burkett

Senator Jason Pizzo spoke regarding the legislative priorities and what the Commission's desire is for the priorities. He spoke regarding successfully getting enthusiasm with infrastructure, making changes and financial resources throughout the city and town. He spoke regarding Airbnb and giving the Town autonomy.

Commissioner Kesl stated that his priority is walkability and safety.

Commissioner Salzhauer stated that her priority is safety with the community and commented on the legislative priority and home rule.

Senator Jason Pizzo addressed the comment made by Commissioner Salzhauer. He mentioned to her the bills that have come before them and those that have died. He spoke regarding the bills that passed and he takes these legislative priorities and local home rule very serious. He spoke regarding the infrastructure and discussed what is taking place at the County and State level.

Vice Mayor Paul spoke regarding infrastructure and clean water, agreed with Senator Pizzo about the septic tank, and would like to add opposing oil drilling because it affects our water supply.

Senator Jason Pizzo addressed the comments made by Vice Mayor Paul and stated that the biggest push back with single plastic use are on the retail side.

Mayor Burkett thanked Senator Jason Pizzo and stated that they have a great deal of flooding and believes placing bigger pumps in will help and he spoke regarding the Town working on a pilot program.

Further discussion took place regarding the pilot program and using legislative resources.

Commissioner Kesl commented on many issues that are strained including water and infrastructure.

Senator Jason Pizzo spoke regarding the comments made by the Commission and pulling available funds in order to address the necessity needed in the Town and spoke regarding raising homes in Surfside. He addressed the priorities the Town needs regarding infrastructure.

Commissioner Velasquez spoke regarding the undergrounding of powerlines.

Senator Jason Pizzo stated that everyone is paying for that already in their bill and stated that most of the municipalities will have their utilities underground.

Further discussion took place among the Commission and Senator Jason Pizzo regarding different legislative priorities and possible FPL rebates.

Commissioner Salzhauer asked if they can spend money to move up on the legislative list.

Senator Jason Pizzo stated that they can but not with his blessing and explained the procedure.

Vice Mayor Paul thanked Senator Pizzo and stated that she spoke to Christopher Ferreira and stated that every three years they are to underground a certain amount of footage as part of a 30 year plan.

Commissioner Velasquez asked to have Town Manager Hyatt contact ATT and the cable companies to take out all the unused cables.

Commissioner Kesl thanked Senator Pizzo and appreciates the work he has done.

Mayor Burkett thanked Senator Jason Pizzo and invites him to come more often and followed up with the undergrounding of powerlines and what FPL was stating they would be doing.

Further discussion took place about different things that can be placed underground and the deadline for design, grants for raising homes, mask mandates, vaccines and the current supply issue at hand.

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 motion was made by Commissioner Kesl to approve the consent agenda including the amendments to the minutes, seconded by Commissioner Velasquez. Motion carried with a 5-0 vote.

A. Minutes – Sandra N. McCready, MMC, Town Clerk

- January 14, 2021 Regular 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, Town Manager

- September 9, 2020 Budget Advisory Committee Meeting Minutes
- December 7, 2020 Tourist Board Meeting Minutes
- December 17, 2020 Planning and Zoning Board Meeting Minutes
- December 21, 2020 Parks and Recreation Committee Meeting Minutes

Approved on consent.

E. FY 2021 Budget Amendment No. 5- Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 5 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

This item was pulled from consent and discussed after item 5C (Abbott Street Engineering).

Jason Greene introduced the item.

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

F. Resolution Authorizing Law Enforcement Mutual Aid Agreement between the Town of Surfside and North Bay Village - 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 NORTH BAY VILLAGE; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

4. Ordinances

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

A. Second Reading Ordinances

1. **Ordinance to Allow Pet Grooming as Accessory Use to Pet Supplies-**
Andrew Hyatt, Town Manager

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-41, "REGULATED USES", TO 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.

Town Clerk McCready read the title into the record.

A motion was made by Vice Mayor Paul to approve the Ordinance on second reading, seconded by Commissioner Salzhauer. The motion carried with a 5-0 vote.

Commissioner Kesl spoke regarding filling the vacancies and that there are laws and ordinances that need to be addressed with pets as it relates to the grooming. He spoke regarding the business having an entrance from the back parking lot and they need to adhere to the laws on the book and they will be enforced.

Town Attorney Arango asked Town Clerk McCready to confirm that this item conformed with the Planning and Zoning Board.

Town Clerk McCready confirmed that this item was approved at the Planning and Zoning Board.

Commissioner Velasquez asked Town Clerk McCready if this was advertised.

Town Clerk McCready stated that it was advertised in the Miami Herald.

(Set for approximately 9:00 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. Legislative Priorities - Andrew Hyatt, Town Manager

A RESOLUTION OF THE MAYOR AND TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING STATE LEGISLATIVE PRIORITIES FOR 2021; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO IMPLEMENT THE LEGISLATIVE PRIORITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

A motion was made by Vice Mayor Paul to approve the resolution as amended, oppose oil drilling at national reserves and all public lands, resort tax protection, change to bullet points and land acquisitions, seconded by Commissioner Kesl. The motion carried with 5-0 vote.

Commissioner Salzhauer commented on items 1-12, and decided that number 12 should be the number 1 in priority.

Commissioner Kesl commented to put these into bullet point format.

Town Manager Hyatt spoke regarding his conversation with Senator Pizzo and the lobbyist and addressed Commissioner Kesl's comments.

Vice Mayor Paul agreed with Commissioner Kesl in having bullet points and assisting the Town Manager with the list and adding new ones to the priority list. She stated that she feels that infrastructure is key, home rule being number 1 and number 2 being transportation.

Commissioner Velasquez agrees with Commissioner Kesl with the bullet point format.

Mayor Burkett commented on the priority lists and naming the park but it is in a corporate name and that it is not advantageous naming it under a corporation. He spoke regarding recommendations being proposed to talk about resources.

B. RFQ No. 2020-06 Continuing Engineering Services – Andrew Hyatt, Town Manager

1. KCI Technologies

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN

MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

Town Attorney Arango stated that they can read all the resolutions and make it one vote to approve all the resolutions as one.

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

2. The Corradino Group

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH THE CORRADINO GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

3. Keith and Associates

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

4. Kimley-Horn Associates

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

5. CAP Government

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

6. Alvarez Engineers

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH ALVAREZ ENGINEERING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT;

AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

7. Nova Consulting

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH NOVA CONSULTING, INC. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

8. 300 Engineering Group

A RESOLUTION OF THE MAYOR AND THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE CONTINUING SERVICES AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTINUING SERVICES AGREEMENT; AUTHORIZING THE TOWN MANAGER AND TOWN OFFICIALS TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE CONTINUING SERVICES AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title into the record.

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

C. Abbott Street Engineering – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AN AGREEMENT WITH KEITH & ASSOCIATES, INC. FOR ENGINEERING PROFESSIONAL SERVICES FOR THE ABBOTT AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM 90TH STREET TO 96TH STREET; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

Commissioner Velasquez spoke regarding the suggestions and obtaining other opinions and why they have to look at something they already denied.

Vice Mayor Paul commented on the Abbott Avenue study in 2018 and explained the recommendation received. She also stated that the previous Commission did not want to move forward and the Abbott Avenue drainage was added to the legislative priority list. She said that her concern is that this Commission wanted to look at another company to get a second opinion. She wanted to know from the engineering firm if the stormwater master plan addresses the issues with Abbott Avenue.

Commissioner Kesl spoke regarding direction given to Town staff to do the stormwater master plan and having the Town take care of this issue.

Commissioner Salzhauer commented on a flooding issue with Abbott Avenue. She stated that the stormwater master plan is very important and they need a comprehensive plan dealing with the flooding issue.

Mayor Burkett commented on the statements made by the Commission and having an accurate report.

Commissioner Velasquez stated her concern is the cost of the study.

A motion was made by Vice Mayor Paul to go around for another 2 minutes, seconded by Commissioner Kesl. The motion failed with a 2-3 vote with Commissioner Kesl, Commissioner Velasquez and Mayor Burkett voting in opposition.

The following individuals from the public spoke on the item:

Joshua Epstein
Debbie Cimadevilla
Diana Gonzalez
Jeff Rose

Commissioner Kesl addressed comments made by the speakers.

Vice Mayor Paul spoke regarding the stormwater master plan and the master plan from 2013 that is being used. She stated that she does not support paying for review of a study that was already paid for if we're not going to look at the options that were already presented.

Assistant Town Manager Greene addressed the comments made by Vice Mayor Paul and brought some representatives from Keith Engineering to answer the questions and spoke regarding the contract with Keith Engineering for Abbott Avenue.

Steven Williams, Vice President of Engineering with Keith Engineering, addressed the questions and comments made by the Commission.

Discussion took place among the Commission and Mr. Williams regarding the cost of the stormwater plan, the timeline as well as raising homes and what is feasible.

Commissioner Velasquez spoke regarding the options and why it takes \$9,000 worth of work to look at this.

Assistant Town Manager Jason Greene addressed the comments on the report and summary made and asked Mr. Williams to elaborate and explain.

Vice Mayor Paul asked what can be done to fill in the missing parts on the RFP and add what was missing.

Mr. Williams addressed the comments made by Vice Mayor Paul.

Commissioner Kesl asked Mr. Williams if the corridor study would have to be added to the ICPR model.

Mr. Williams answered Commissioner Kesl's question.

Commissioner Salzhauer asked if the CGA study did not address this issue.

Mr. Williams answered Commissioner Salzhauer's question as to if it pertains to the stormwater.

Commissioner Salzhauer stated that she would like to save the funding. She responded to comments made by speakers. She spoke regarding homes going higher and raising those homes and that it must be in the code.

Mayor Burkett addressed the comments made by Commissioner Salzhauer regarding raising the homes.

Vice Mayor Paul addressed the CGA report and asked Mr. Williams how much of a difference can they expect from their reports.

Mr. Williams addressed the question by Vice Mayor Paul and evaluating report.

Further discussion took place among Vice Mayor Paul and Mr. Williams regarding the report and what type of solutions they will be providing.

Mayor Burkett agrees to pass this item in order to have more in-depth information.

Vice Mayor Paul asked how this will integrate into the stormwater master plan.

Mr. Williams stated that it will be integrated and pulled together with the Abbott Avenue one which looks into the feasibility of raising the streets or homes.

Assistant Town Manager Jason Greene spoke regarding the analysis, the stormwater utility and stated that you are required to have a stormwater master plan.

Vice Mayor Paul spoke regarding Mr. Williams having to review what CGA did and he will have to review the 2013 plan and the plan needs to be renewed.

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 under good and welfare.

Jeff Rose thanked Senator Jason Pizzo. He spoke regarding walkability, and the undergrounding.

Joshua Epstein spoke regarding the residents being misled and supporting our employees and getting them the proper health insurance, they deserve.

Commissioner Salzhauer agreed with paying the employees a proper salary, giving them enough hours in order for them to get health benefits.

Vice Mayor Paul stated that they did a study that was recommended by the Human Resources Director. This was a compensation study to make sure that the employees are being paid the proper salary and due to COVID she agreed to cancel it but she would like to bring it back.

Commissioner Velasquez stated that they have to look at the amount of work in Surfside being done and stated that the reason for part-time employees is because there is not enough work to have them as fulltime employees.

Commissioner Kesl thanked the speakers and stated that their comments were constructive and spoke regarding the positions and putting the best organizational chart together.

Mayor Burkett addressed the comments made by the Commission regarding the classification and pay study.

Human Resources Director Slate-McCloud stated that they let 25 Parks and Recreation staff members go for two months and they rehired them as they reopened Parks and Recreation.

Vice Mayor Paul spoke regarding the classification and pay study and that the study was mostly completed and it is a good idea to recruit the best employees.

Human Resources Director Slate-McCloud gave the Commission the cost of the study and the outcome of the study. She advised the Commission on the cost that has been paid up to date.

Commissioner Velasquez stated that this should be at the Town Manager's discretion and that this is not something that should be taken away from the Town Manager.

The following individual from the public spoke:
Horace Henderson spoke regarding the support of the zoning code.

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

Commissioner Kesl gave an update on the COVID-19 Task Force, individuals wearing masks and social distancing.

Town Manager Hyatt spoke regarding the mask mandate and staff handling enforcement the mask mandate.

Commissioner Velasquez spoke regarding outside dining with restaurants and trash left. She suggested having an area designated where all tables are pushed in the parking area until we are over COVID. She asked since this is handed to the Town Manager they will no longer be as part of the Commission.

Commissioner Kesl stated that since he has been the liaison, he would be happy to stay on. He commented on the statements made by Commissioner Velasquez regarding the restaurants and outdoor dining. He stated that as far as disbanding the task force, he is comfortable leaving it to the Town Manager.

Vice Mayor Paul wanted to thank Code Enforcement and Police Chief Yero for stepping ahead and handling the situation in the business district and other areas and has seen slight improvement.

Commissioner Salzhauer stated that she would like to keep the COVID Task Force and safety control.

Mayor Burkett thanked Police Chief Yero for the work they are doing.

The following individuals from the public spoke:

Jeff Rose asked if there are going to be in person meetings.

Joshua Epstein asked for the COVID Task Force to stay in place and outdoor dining.

Diana Gonzalez thanked the Police for the efforts they are doing and outdoor dining.

George Kousoulas addressed placing restaurant seating in the parking lanes.

Horace Henderson spoke regarding the COVID 19 task force.

Mayor Burkett shared information on COVID and gave some data and statistics.

Town Manager Hyatt stated that at the staff level they will continue working on this and be responsive to what needs to be done.

Vice Mayor Paul stated that she does want to continue with the COVID task force.

Commissioner Velasquez stated that she is fine with the COVID task force but would like to add this item to the end of the meeting in order to address other items on the agenda.

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

Commissioner Salzhauer introduced the item and commented on the residents getting accurate information. She stated that social media has become a distraction. She stated there has been credibility and serious comments made on social media. She requested administration to address this issue. She would like to work together.

Vice Mayor Paul spoke about a particular Facebook page from Mayor Burkett. She asked Mayor Burkett regarding cancel culture.

Mayor Burkett addressed the comments made by Vice Mayor Paul as it pertains to cancel culture.

Commissioner Kesl stated that he is fine with what is in the Gazette because it has a disclaimer and gives permission for various publications that takes place.

Commissioner Velasquez commented on Commissioner Salzhauer misleading the residents.

A motion was made by Commissioner Salzhauer to have no social media platform and have the Town Attorney look at our social media policy and make it stronger.

Vice Mayor Paul spoke regarding cancel culture and asked the Mayor to explain what he meant.

Commissioner Kesl stated that he takes a very liberal view with what elected officials can say and the social media policy is fine the way it currently is.

A motion was made by Vice Mayor Paul to extend the meeting for 15 minutes, seconded by Commissioner Kesl. The motion failed with a 1-4 vote with Commissioner Kesl, Commissioner Velasquez, Commissioner Salzhauer and Vice Mayor Paul voting in opposition.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

F. Demolition by Neglect - Mayor Charles W. Burkett

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

I. Short-Term Rentals – Mayor Charles W. Burkett

Item deferred to next Commission meeting.

J. Quality Control & Quality Assurance – Commissioner Charles Kesl

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

M. FPL Solar Together - Vice Mayor Tina Paul

Item deferred to next Commission meeting.

N. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

X. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez

Item deferred to next Commission meeting.

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

Item deferred to next Commission meeting.

Z. Traffic Control Devices on 88th & Hawthorne Avenue –
Commissioner Eliana Salzhauer

Item deferred to next Commission meeting.

AA. Cone of Silence/Secrecy – Mayor Charles Burkett

Item deferred to next Commission meeting.

BB. License Plate Readers – Mayor Charles W. Burkett

Item deferred to next Commission meeting.

CC. Cancel Culture in Surfside - Mayor Charles W. Burkett

Item deferred to next Commission meeting.

DD. Permit Process - Mayor Charles W. Burkett

Item deferred to next Commission meeting.

EE. High Water Bill – Mayor Charles Burkett

Item deferred to next Commission meeting.

FF. Zoning Code Timetable - Mayor Charles Burkett

Item deferred to next Commission meeting.

Staff Reports

A. Permanent Digital Sign - Andrew Hyatt, Town Manager

B. Purchase of Land for Parks – Commissioner Nelly Velasquez

10. Adjournment

The meeting adjourned at 11:07 p.m.

Accepted this ____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Zoning Code Workshop
Multifamily, Hotel and Commercial
MINUTES
February 18, 2021
6 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 6:00 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Commissioner Charles Kesi and Vice Mayor Tina Paul (arrived at 6:04 pm)

Absent: Commissioner Eliana Salzhauer, and Commissioner Nelly Velasquez.

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, Town Attorney Tony Recio, Town Planner Walter Keller and Building Official Ulises Fernandez (arrived at 6:14 pm).

2. Introductory Statement

Mayor Burkett gave an introductory statement and provided a background of the zoning code workshop. He stated that there have been discussions whether or not changes of the zoning code should be done and the cost entailed and the amount spent. He stated some of the arguments are frivolous and some are the Commissioners requesting to make changes to the 2010 code. He discussed with the Commission months ago that would mean to accept a 190-page document that no one can understand and was written by developers. They decided to take the code that did not bring hyper development in Surfside, the code written by residents for residents and they decided to use that code as the foundation for the new code. He spoke regarding the residential district changes and the commercial district changes as well. He would recommend since they have eight months of work done, he thinks they should put together the new code everyone wants to see.

Mayor Burkett wanted to bring to the Commission's attention a couple of pages on the agenda book on page 1 and 278 which includes policy questions.

3. Summary of major substantive changes that are new (i.e. not from either 2006 or current code)

Town Attorney Recio explained the redline of the current code and what has changed in the draft code in comparison from the old code to the new one. He explained the changes and how some of the changes are from the 2002 code. He also spoke regarding item number 4 which is the working list of items that the Commission and members of the public. He stated that these items would need policy direction in order to make the changes.

Commissioner Kesl thanked Town Attorney Recio and stated that the list is manageable and if something comes up, they can add to the running list. He spoke regarding the context on page 1 and how helpful it is. He asked how those came about and if it was based on discussion and recommendations.

Mayor Burkett gave the Commission the related information as it pertains to individual items and their related page numbers.

Vice Mayor Paul asked Town Attorney Recio regarding the red underlined language and was not sure how to read it and normally underlining means something new being added and is here tonight to hear from the public.

Town Attorney Recio stated that the red is new language from the 2006 code not from the current code. The green language is current code items moved to a new location.

Commissioner Kesl explained the language and editing of the draft presented which includes language changes. He asked if there are any other prefix to the edit key.

Town Attorney Recio explained that he highlighted each section in order for them to find the revisions easier.

Mayor Burkett asked Town Attorney Recio how he went about making the changes.

Town Attorney Recio continued explaining the summary of the substantiate changes to the code and how he went about making the changes to the code. He stated if it was relocated it will appear in dark green.

Item 1 (a) (Definitions – Section 90-2 – Acre) and (b) (Definitions – Section 90-2 – Aggregation) from the Town Attorney Summary:

Town Attorney Recio explained acreage as well as aggregation as defined in Section 90.2.

Vice Mayor Paul stated aggregation has been in the comprehensive plan since 2009 and asked how does aggregation affect things since it's been there for a long time.

Town Attorney Recio addressed the question by Vice Mayor Paul regarding the aggregation and this change to the code is adding another layer to that provision. This aggregation definition is requesting a review process if you are planning on aggregating the lots.

Mayor Burkett stated that the review process is determined by the Commission.

Commissioner Kesl stated that there were other areas of the code that were bypassed when it comes to that topic. He asked if someone can give an example of density.

Item 1 (c) (Definitions - Section 90-2-Architecturally Significant Building) and 22 (Architecturally Significant Buildings – Section 90-272) from the Town Attorney Summary:

Mayor Burkett spoke regarding the designation of historic and architecturally significant buildings.

Town Attorney Recio stated that the page relevant to that topic is page 268.

Vice Mayor Paul asked regarding the redline on pages 268 and 269 and what those changes are and she discussed neglect of historic properties regarding broken windows on some buildings.

Town Attorney Recio addressed the question by Vice Mayor Paul and stated that this language is new and based on the City of Miami Beach's Historic Code.

Mayor Burkett read into the record page 269. He asked Town Manager Hyatt to send Code Enforcement to look at the building which is open.

Further discussion took place among the Commission regarding designation of historic preservation of a building and architectural significance.

Town Attorney Recio went through the item and explained this section of the code as well as certain incentives for protecting the building. He spoke regarding modification of the property and this provision will give them more say as to the owner being able to do modifications.

Mayor Burkett asked Commissioner Kesl if he believes that the architecturally significance definition for buildings is a good thing.

Commissioner Kesl stated he does agree with that.

Town Attorney Recio explained the changes to the language regarding the architecturally significant building and what areas were struck through and added.

Item 1 (d) (Definitions - Section 90-2- Density) from the Town Attorney Summary:

Mayor Burkett spoke regarding density.

Town Attorney Recio explained the definition of net lot area.

Town Planner Keller stated that in zoning you normally deal with net acre and explained how that works.

Mayor Burkett read the definition into the record as well as the density allowed.

Town Planner Keller stated that the zoning code doesn't state exactly what the density of a parcel is and refers you to the comprehensive plan.

Mayor Burkett discussed the density like the Chateau and what type of buildings one wants to see on the lots that are still vacant. He would vote to keep the density as least as possible.

Vice Mayor Paul asked Town Planner Keller to look at the density and give recommendations as it pertains to the different zoning districts. She stated that the issue she kept seeing was the size of the one and two bedrooms and when you have a unit bigger than that size you are not compensated for and that is how you end up with more density. They need to look at the size of the unit.

Further discussion among the Commission and Town Planner Keller regarding the size of the buildings and density of those buildings. He stated that they do not have a good handle of the economic impact of the larger units.

Town Attorney Arango clarified the comprehensive plan and density.

Town Attorney Recio stated it is a 109 units per acre as per the comprehensive plan.

Vice Mayor Paul asked regarding page 11 that it refers to the comprehensive plan.

Mayor Burkett stated that he asked for this to be put in because it was old enough that they could use it to make sure that the buildings would not be denser.

Town Attorney Recio stated that the reference of 2004 is consistent with the Town Charter.

Item 1 (e) (Definitions - Section 90-2- Lot Coverage) from the Town Attorney Summary:

Mayor Burkett read the definition of lot coverage as stated in page 16.

The following individual from the public spoke:
George Kousoulas spoke regarding density of buildings.

Commissioner Kesl asked regarding intensity issue and stated those are very important factors.

Item 1 (f) (Definitions - Section 90-2- Public Schools) from the Town Attorney Summary:

Mayor Burkett asked if anyone had issues with that definition.

No members from the Commission had any issues with this section of the Code.

Item 1 (g) (Definitions - Section 90-2- Setbacks) from the Town Attorney Summary:

Mayor Burkett asked if anyone had issues with the definition of setbacks

No members from the Commission had any issues with this section of the Code.

Item 1 (h) (Definitions - Section 90-2- Suite-Hotel Room) from the Town Attorney Summary:

Mayor Burkett asked if it materially changed.

Town Attorney Recio stated that it does not, it specifies that a suite hotel room is one that has a kitchen.

Commissioner Kesl stated that he believes that smaller spaces with a modern module design is what the future is about because it can be moved easier.

Town Attorney Recio stated that if you want fewer is speaking to density, smaller is speaking to intensity. This is only for hotel rooms that want to have a kitchen they have to be a specific size.

Vice Mayor spoke regarding a tour she took of the Marriott and if they do not have a stove top does that still mean it is a kitchen.

Town Attorney Recio stated that it has to have a stove to cook.

Further discussion took place among the Commission regarding the actual meaning of kitchen in a hotel suite and the size requirement.

Mayor Burkett stated that what they do with this will determine how the hotels will interact with the rest of the community and the impact it will have on the hotels.

Commissioner Kesl stated that they need goals to attain and these things are measurable.

Mayor Burkett stated that his goal with this rewrite of the code is seeing better quality and not so much as quantity.

Item 2 (Vested Rights Provision – Former Section 90-5(11)) from the Town Attorney Summary:

Mayor Burkett read the definition into the record and asked if any Commissioners have any questions.

Town Attorney Recio explained why it was taken out for the purposes of this document and for policy discussion and whether they want to restate it in your code since it is understood already.

Mayor Burkett asked if Town Attorney Recio could show in the document where it is made clear.

Town Attorney Recio answered Mayor Burkett's question and gave an explanation as to the vested rights to property owners.

Mayor Burkett stated if they want to be explicit on what rights the property owners have and when it expires.

Commissioner Kesl would like to have that language stricken and stated that there are enough laws statewide that protects owners' property rights.

Vice Mayor Paul stated that her concern is with existing properties and they need to be protected.

Mayor Burkett stated that this is in respect to development rights.

Town Attorney Recio stated that it is essentially development rights and Vice Mayor Paul is referring to nonconforming rights.

The following individuals from the public spoke:

Graham Penn spoke regarding vested rights and Section 90-13 and that resolves the issue.

Jeff Rose spoke regarding vested rights.

George Kousoulas spoke regarding intent.

Joshua Epstein spoke regarding the demographics of Surfside.

Mayor Burkett asked if the public speaker Graham Penn's comments are relative to vested rights.

Town Attorney Recio stated that it would not harm but would eliminate an avenue but not all avenues as to vested rights.

Commissioner Kesl spoke regarding diversity and mixed-use environment.

Item 3 (Minimum Qualifications for Planning and Zoning Members – Former Section 90-15)) from the Town Attorney Summary:

Town Attorney Recio stated this is a consequence of the 2006 code and is not a subsequent change, think it should go back in which provides the makeup of the Board of having an engineer and architect.

Vice Mayor Paul commented on the changes made in 2016 because it was hard to obtain members with specific qualifications and is happy the way it currently is.

Mayor Burkett commented if the members of the Planning and Zoning Board should be specific job titles or residents at large.

Commissioner Kesl stated that they should be qualified but does not think it should be in the code and maybe reframe it for them to have expertise in certain areas.

Vice Mayor Paul stated that they should have some qualifications and could be amended if needed and ideally you do want to have architects and individuals with those qualifications.

Town Attorney Recio stated that currently in the code is noted as specific certification.

Further discussion took place regarding the certification of the members.

Vice Mayor Paul stated that she believes it should be left in as it is currently.

Commissioner Kesl stated if it would be up to him, he would leave it out but if it is that requirements are needed, he will be fine with leaving it in.

The following individuals from the public spoke:

Jeff Rose
Joshua Epstein
George Kousoulas
Judith Frankel

Item 5 (Home Office – Former Section 90-26)) from the Town Attorney Summary:

Town Attorney Recio stated that they got rid of this concept and there is no prohibition. Home office is more than just working from home.

Mayor Burkett asked if Vice Mayor Paul has any issue or comments with this portion. The question is if we want to regulate home office or leave it out of the code and deal with it in the future if needed.

Vice Mayor Paul commented to go more in depth.

Mayor Burkett asked Vice Mayor Paul asked to go through it and give Town Attorney Recio her suggestions.

Commissioner Kesl stated that he would look at quality of life and some businesses would not be conducive to having them in a home office.

Mayor Burkett suggested to put it back in and use the current code as a template and if someone wants to change it, they can address it at the next workshop.

The following individual from the public spoke:
Joshua Epstein

Item 7 (Conditional Use Procedures and List –Section 90-90) from the Town Attorney Summary:

Town Attorney Recio went through this section and it does not pertain to public schools and we do not have any say for public schools unless they are for building permits and life safety. This means it would go to the Town Commission for approval after going before the Planning and Zoning Board.

Mayor Burkett asked if they come from the old code.

Town Attorney Recio stated that some did and some did not and they just put them together.

Town Clerk McCready asked Town Attorney Recio if the portion of Section 90.90 of the notice required by the applicant is still a requirement.

Town Attorney Recio stated it is still required it was just moved.

Vice Mayor Paul asked Town Attorney Recio if this is from the current code and what are the changes to the current code.

Mayor Burkett stated it is a compilation from both codes.

Town Attorney Recio stated that currently it goes back and forth a lot and it made sense to lay it out to make it clearer. Whatever was a conditional use in either code, it remains a conditional use now and other changes like how long they are valid for it is now limited to 12 months instead of 24 months.

Further discussion took place regarding conditional uses by the Commission and Town Attorney Recio regarding what is allowed and what is not allowed and time frame allowed and how long you allow them to pull the permit.

Mayor Burkett suggested adding language if they are diligently working on the permit give them up to two years.

Town Attorney Arango asked if the 2006 code was stricter.

Town Attorney Recio stated that the 12 months was discussions that took place at Commission, the current code sets it at 24 months.

Commissioner Kesl stated that it should be 12 months because circumstances change.

Mayor Burkett agrees with Commissioner Kesl and leave it as it currently is and if in the future, they would like to modify it they can.

The following individual from the public spoke:
George Kousoulas stated that they should leave it at 24 months because it takes a while to get a building permit, as well as financing.

Items 8 and 9 (Heightened Variance and Variance Procedures – Section 90-91 and Practical Difficulty Variance – Section 90-91.1) from the Town Attorney Summary:

Town Attorney Recio stated this was added and gave the definition and what variances are allowable.

Mayor Burkett stated that he is not a variance person and this was a compromise for those that really wanted to make an argument for a change. He recommends for it to be unanimous at the Town Commission but would be happy to remove it.

Vice Mayor Paul asked if this is from the 2006; and is not in favor of this.

Town Attorney Recio stated that it speaks about two different variances and explained the two variances.

Commissioner Kesl stated that he is totally against variances in Surfside.

Town Attorney Recio explained the different types of variances and their definition and loading requirements.

The following individuals from the public spoke:
George Kousoulas
Jeff Rose
Joshua Epstein

Commissioner Kesl asked regarding practical variances and heightened variances.

Mayor Burkett stated he is not a big fan of variances but there should be an outlet for those that have hardship and there needs to be a mechanism to control it by way of a majority vote by the Commission.

Vice Mayor Paul asked for clarification regarding where the heightened variance came about.

Town Attorney Recio stated that is a new subject.

Vice Mayor Paul spoke regarding a variance that Graham Penn emailed that was approved in 2009. She does not understand why they would add another variance and is not in favor of adding an extra variance.

Mayor Burkett stated that he would make it one variance and one variance policy and have them go before the Commission for approval.

Town Planner Keller addressed the comments made regarding the variances.

Item 10 (Special Exception Procedures and List – Section 90-92) from the Town Attorney Summary:

Town Attorney Recio spoke regarding conditional uses with specific approvals and gave the explanation on the special exceptions and gave the three kinds of exceptions and the uses that are not totally described in the code.

Mayor Burkett stated this is a safety valve for over development.

Town Attorney Recio also stated that if they are to combine density, they can only do 85% and it is in the current code and placed it into this one as a safety mechanism.

Commissioner Kesl stated that you still have a height restriction and it could be advantageous having a building of 20 units instead of 2 buildings of 10 units.

Further discussion took place among the Commission regarding aggregation of lots.

Mayor Burkett stated that special exceptions are like a variance but for three specific things and asked Town Attorney Recio how many Commissioners have to approve this or have a unanimous vote by the Commission.

Town Attorney Recio stated that it would have to be four Commissioners to approve.

Discussion took place among the Commission and Town Attorney Recio regarding nonconforming use and aggregation of lots.

Vice Mayor Paul asked from which code this comes from and she is not in favor of aggregation of lots.

Town Attorney Recio stated that on page 96, whatever is black is new language.

Mayor Burkett stated that this allows you to take a position if you want to let any type of development move forward.

Item 11 (a-c) (Hotel and Suite Hotel Permitted only in H120; Structured Parking not Permitted – see also former Section 90-49.4; and Pet Grooming as accessory to Pet Supplies) from the Town Attorney Summary:

Mayor Burkett stated this is the reason why he wanted to go back to the old code which includes ballrooms and hotels on the west side of Collins.

Town Attorney Recio went through hotels and suites permitted and it is only permitted on the east side of Collins.

Commissioner Kesl stated that hotels on the west side of Collins is not a bad thing but it has to do with the density and intensity of the hotel.

Vice Mayor Paul stated that on the past Commission they compromised with allowing boutique hotels on the block that is designated historic.

Town Attorney Recio stated they are not expressly exempt if they have a hotel already operating. They can use it just cannot use it as a hotel because it is not a permitted use.

Further discussion took place among the Commission regarding restrictions on the hotels on the west side of Collins.

Mayor Burkett stated that he will get with Town Attorney Recio and come back with different language. He stated that they do prefer to see historic buildings instead of boutique hotels.

The following individual from the public spoke:

Kristofer Machado
George Kousoulas
Linen Nelson

Mayor Burkett asked speaker Kristofer Machado how changing the conforming use would change their insurance rates.

Kristofer Machado answered the question from Mayor Burkett regarding the problem with insurance and refinancing.

Commissioner Kesl commented if the project had initially variances approved.

Mayor Burkett stated that he would not like to see more parking garages built on the corridor.

Commissioner Kesi commented on the challenge on the parking garages and stopping the parking fund option.

Town Attorney Recio explained this item.

No discussion.

Item 12 (Increased Front and Rear Setbacks for Deep Lots – Condition 10 of Section 90-155) from the Town Attorney Summary:

Town Attorney Recio explained the item and the setback requirements.

Vice Mayor Paul commented on the item and the setback requirements and agrees with bigger setbacks but does not want to impose it.

The following individual spoke on the item:
George Kousoulas

Town Attorney Recio explained the changes.

Commissioner Kesi spoke regarding the increase in airspace, and second story bulkiness.

Mayor Burkett spoke regarding improvements to the code.

Item 14 (Rooftop Solar (Aesthetic Provisions) - Section 90-156) from the Town Attorney Summary:

Town Attorney Recio introduced the item and gave examples of direction of the solar panel and considering the esthetics involved.

Commissioner Kesi stated that he is not in agreement and believes they should encourage the use of solar panels.

Vice Mayor Paul asked if this makes it more difficult for people placing more solar panels.

The following individuals spoke on the item:
Jeff Rose
Joshua Epstein
George Kousoulas

Town Attorney Recio answered speaker Jeff Rose regarding the height requirement being three feet.

Mayor Burkett stated that solar panels are great and there are esthetic considerations as well as FPL has an initiative that they are building a solar farm and one can subscribe or purchase an arm and you can bring the power in from that area.

Commissioner Kesl stated that a lot of the solar panels roll up.

Vice Mayor Paul elaborated on the solar farms and the last time she checked with FPL the wait list is full and is not a viable option.

Further discussion took place regarding solar panels, requirements on placement and permitting process.

Mayor Burkett stated that they will leave this as an open item to discuss further.

Item 15 (Setback Encroachments for Architectural Elements - Section 90-177(b)) from the Town Attorney Summary:

Town Attorney Recio introduced the item and spoke regarding some buildings needed an overhang of the roof.

Mayor Burkett stated that their concern is that some of the houses looked like they were on top of each other.

The following individuals from the public spoke:

George Kousoulas

Jeff Rose

Vice Mayor Paul stated if the Planning and Zoning Board recommended this then she is all for it.

Commissioner Kesl stated that he agrees with not allowing a projection out into the setback.

Item 16 (Clarification of Average Setbacks – Section 90-178) from the Town Attorney Summary:

Town Attorney Recio stated it is the same concept in the current code it is just explained differently. He explained the concept.

The following individual from the public spoke:

Jeff Rose

Item 17 (Front Yard Landscape, and Clarified Permeability Requirements – Sections 90-188 and 90-194) from the Town Attorney Summary:

Town Attorney Recio stated that comes out of the zoning in progress and it is minimum requirements for landscaping and permeability which is 50% of the area has to be permeable and 40% of the rear and 50% of the front yard.

Discussion took place among the Commission regarding the percentage of landscaping on the front yard and what permeable means and is allowable.

Commissioner Kesl spoke regarding the landscaping allowed and what Florida friendly landscaping meant.

Town Attorney Recio explained that pavers for permeable cannot be used and under the definition section of the code.

Town Planner Keller spoke regarding concrete and pavers are never counted as part of permeable.

Town Attorney Recio stated that they can define what Florida friendly plants are.

Discussion took place among the Commission regarding what types are considered Florida friendly plants and native plants.

Vice Mayor Paul stated she is for the Florida friendly landscaping but has concerns regarding existing homes and do not meet those requirements and have to redo their driveway there should be some assistance to them and artificial grass portion of the code should be redone. She feels if they currently have it when it comes to replace it, they should have to replace it with real grass.

Mayor Burkett asked Town Attorney Recio what the current proposed code states regarding artificial turf.

Town Attorney Recio stated that they need to have real landscaping and then if they want synthetic turf instead of pavers then it is allowed.

The following individuals spoke:

George Kousoulas
Jeff Rose

Item 18 (Lot Splitting - Section 90-191.2) from the Town Attorney Summary:

Town Attorney Recio stated that essentially if you have a platted lot you can't cut it anymore.

Mayor Burkett stated that is a given and the next level is if you have a larger house on another lot, do they want bigger houses in Surfside.

Vice Mayor Paul stated they have to consider what they are doing here and how many lots are being affected here and they need to respect the rights of the property

owners. She stated that just because you split the lots doesn't mean you will end up with a bigger house.

Mayor Burkett stated no one is talking about splitting lots.

Vice Mayor Paul is not in favor of splitting the lots but it depends on the size of the lots.

Commissioner Kesl agrees with Vice Mayor Paul because of the impacts and spoke regarding the different designs of the homes and the sizes of the lots and homes.

The following individuals from the public spoke

Jeff Rose

George Kousoulas

Joshua Epstein

Mayor Burkett stated it is not about the platted lot but the house on the property. He strongly disagrees with the notion that people bought their houses in Surfside to cash out on the way out. He asked the Commission what do they want to see in their Town.

Vice Mayor Paul stated that she is not supportive of combining lots. If you split the lots you end up with smaller homes.

Town Attorney Recio stated that the adding of lots is aggregation of lots.

**Item 19 (Temporary Construction Signs in Single-Family – Section 90212(g))
from the Town Attorney Summary:**

Town Attorney Recio introduced the item and it is only for temporary construction sites only when a home is being built. It limits the sign size and height.

The following individuals from the public spoke:

Jeff Rose

Joshua Epstein

George Kousoulas

Commissioner Kesl asked Town Attorney Recio where the small sign idea came from.

Town Attorney Recio stated that this comes from a conversation back in September where the Mayor and himself had a discussion due to residents coming to the Mayor with concerns and they looked at Coral Gables sign requirement.

Commissioner Kesl stated that it should be consistent with real estate signs and believes Coral Gables signs are too small.

Vice Mayor Paul stated that they are considered temporary signs like political signs and they should be the same size to avoid discriminating against others. She believes the signs should be consistent and is fine with the code as it is currently.

Commissioner Kesl asked if the sign code was changed at any time.

Town Attorney Recio stated the sign code did change and there were a couple of rulings that affected the sign code which changed in the last five or six years. The current sign code is construction sign is 4 feet by 4 feet. In 2014 and 2018 change to the sign code.

Mayor Burkett asked the changes on the construction sign between those two changes.

Town Attorney Recio stated he would have to look into that.

Item 20 (Off-street Parking Requirements – Section 90-226) from the Town Attorney Summary:

Town Attorney Recio gave the requirements that were changed. The largest change was the parking trust fund and it was deleted. The parking space requirement was increased. He gave other highlights of the parking requirements.

Mayor Burkett commented on the item and explained how some buildings were built without enough parking and tandem parking.

Commissioner Kesl asked if there are limits on the rental policy and occupancy. He also asked how low they can go with the parking garage due to flooding.

Town Attorney Recio answered Commissioner Kesl's question and dwelling unit is to be occupied by a family and both are defined in the code. He stated that the parking garage construction is regulated by the building code and not by the zoning code.

Mayor Burkett stated that they are talking about off street parking.

Vice Mayor Paul asked if the language typed in black is new.

Town Attorney Recio stated that the language typed in black is what is in the existing code.

Vice Mayor Paul stated that she has always asked for more parking and then ride sharing came along and the Marriott's parking garage is never full.

Item 21 (Sidewalk Expansion on East Side of Collins – Section 90-256.2(1)) from the Town Attorney Summary:

Town Attorney Recio introduced the item and explained the expansion size of the sidewalk with additional landscaping.

The following individual spoke on the item:
George Kousoulas

Commissioner Kesl likes the idea and larger sidewalks are needed because it is dangerous to walk on those narrow sidewalks.

Item 22 (Architecturally Significant Buildings - Section 90-272) from the Town Attorney Summary:

This item was already discussed in conjunction with item 1(c).

4. Working list of open issues for discussion

This item was not discussed by the Town Commission.

5. Zoning in Progress

Town Attorney Recio discussed the zoning in progress procedure.

Vice Mayor Paul spoke regarding the ZIP and residents that have hit a huge road block due to the ZIP and she is not in favor of ZIP.

Mayor Burkett stated that they had a meeting to discuss this and it is obvious it can become a huge problem and need to find a way to fix this immediately.

Town Planner Keller spoke regarding ZIP and fences are a big issue and he will be meeting with Town Attorney Recio to see which ones can be resolved.

Mayor Burkett asked Town Planner Keller how long those cases have been waiting.

Town Planner Keller stated approximately three weeks to a month and one was a condominium that he had to do research on. He stated that as long as they meet the requirements they can be moved forward.

Mayor Burkett asked if ZIP is a problem moving them forward.

Town Planner Keller stated that ZIP is a problem and as soon as the new zoning code is approved it will help.

The following individual from the public spoke:
Jeff Rose

Vice Mayor Paul stated that what would be helpful if it could be more tailored to what is really needed because they cannot rush through the zoning code and if they need to keep ZIP longer then they need to.

Mayor Burkett asked which projects she considered smaller projects.

Vice Mayor Paul stated that there was one individual that they had to remove a door from the addition, people not being able to have their driveway done. She stated that the objective is to help them not make it harder for them but they can't rush through the code.

Commissioner Kesl stated that a house addition is not a small project and even a driveway has a process to go through.

Mayor Burkett discussed that everyone should be pulling into the same direction to get this finished and would like to entertain their thoughts. He spoke regarding extending the zoning in progress.

Town Attorney Recio addressed the ZIP, stated it will expire on 2/26 and it will go back to the old code but it will not affect what they are trying to do now or they can do another zip and bullet points or point to this draft and that would be the new ZIP.

Vice Mayor Paul asked for Town Planner Keller to weigh regarding ZIP.

Mayor Burkett stated that it is important to have the protection of the ZIP and they need to let Walter come up with those items and revisit those at the next commission meeting.

Town Attorney Recio stated that since the ZIP expires prior to the next commission meeting they can by consensus direct staff to renew the ZIP prior to 2/26 deadline.

Mayor Burkett stated the will have to call an emergency meeting to address the extension of the ZIP.

Mayor Burkett asked Town Clerk McCreedy and Town Attorney Arango to determine when they are to have the meeting.

6. Discussion of Regulations Affecting Multifamily, Hotel and Commercial

A. Zoning Districts

This item was not discussed by the Town Commission.

B. Key District Regulations

This item was not discussed by the Town Commission.

a. H30C and H40 Districts

i. Uses

ii. Accessory Uses

- iii. **Setbacks, Lot Coverage, and Lot Area**
- iv. **Height**
- v. **Accessory Structures**

This item was not discussed by the Town Commission.

b. H120 Districts

- i. **Uses**
- ii. **Accessory Uses**
- iii. **Lot Area Calculation**

1. Density, Open Space, Setbacks

- iv. **Setbacks, Lot Coverage, and Lot Area**
- v. **Height**
- vi. **Accessory Structures**
- vii. **Landscape Code Proposal to Expand Sidewalk**

This item was not discussed by the Town Commission.

c. SD-B40 Districts

- i. **Uses**
- ii. **Accessory Uses**
- iii. **Setbacks, Lot Coverage, and Lot Area**
- iv. **Height**
- v. **Accessory Structures**

This item was not discussed by the Town Commission.

C. Parking and Loading

- a. **Requirements**
- b. **Elimination of Parking Trust Fee**

This item was not discussed by the Town Commission.

D. Roof decks

This item was not discussed by the Town Commission.

E. Lot Aggregation

This item was not discussed by the Town Commission.

F. Nonconforming Structures

This item was not discussed by the Town Commission.

G. Nonconforming Uses

This item was not discussed by the Town Commission.

H. Zoning Approval Procedures

- a. Design Review
- b. Site Plan
- c. Conditional Use
- d. Special Exception
- e. Variances

This item was not discussed by the Town Commission.

I. Modifications to site plans

This item was not discussed by the Town Commission.

7. Public Comment

Public comment was taken throughout the meeting and after each specific item.

8. Question & Answer (based on public comment)

Questions and Answers were addressed by the Commission after each specific item.

9. Adjournment

The workshop adjourned at 11:18 p.m.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
MINUTES
February 23, 2021
3 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 3:15 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, and Commissioner Nelly Velasquez.

Absent: Vice Mayor Tina Paul, Commissioner Eliana Salzhauer, and Commissioner Charles Kesl.

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, and Town Attorney Tony Recio.

2. Zoning in Progress Extension - Andrew Hyatt, Town Manager

No presentation or comment due to meeting adjourning for lack of quorum.

3. Adjournment

The meeting adjourned at 3:15 p.m. for lack of quorum.

Accepted this ____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
AGENDA
March 9, 2021
7 p.m.**

1. Opening

A. Call to Order

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

B. Roll Call of Members

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

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

Absent: Commissioner Eliana Salzhauer

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango and Building Official James McGuinness.

C. Mayor and Commission Remarks – Mayor Charles W. Burkett

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

Mayor Burkett deferred item 9D (Excessive Homeless Contribution made by the Former Commission) to the next meeting.

E. Community Notes – Mayor Charles W. Burkett

Vice Mayor Paul asked for a moment of silence for resident Moshe Behar who passed away.

Commissioner Velasquez wanted to make sure that FPL was at the meeting for their item.

F. Senator Jason Pizzo - Mayor Charles W. Burkett

Town Manager Hyatt stated that Senator Pizzo had a conflict and will joining the

meeting shortly.

Senator Pizzo stated that the Governor announced a \$1 million dollar recovery plan and what our proportionate share would be and it is for infrastructure. He spoke regarding the Airbnb bill coming up and regarding the upcoming resolution on the increase of vaccines and encourages everyone that is vulnerable or needs to be vaccinated to get vaccinated and he will assist in any way.

Mayor Burkett asked regarding infrastructure and possibly raising the homes and if they can get funding to do something like that.

Senator Pizzo stated that the infrastructure plan is to remove septic tanks and spoke regarding DEP and what they find is important and if there are more federal or state matching dollars for lifting homes as well as undergrounding then they can be mindful to take the funding available. He spoke regarding utilities and a link he sent to the Town Clerk to forward to the elected officials.

Vice Mayor Paul asked regarding SB226.

Senator Pizzo spoke regarding his own concerns with SB226 and the Airbnb bill and stated that the Town has a good matching situation and shows local commitment.

Commissioner Kesl asked if there are any thoughts about tapping the federal government or DEP for some of these water treatments.

Senator Pizzo stated that they should expect funding from the federal government and DEP.

Mayor Burkett asked Senator Pizzo regarding the septic tanks and the Bay if that is an issue.

Senator Pizzo addressed the comment made by Mayor Burkett and stated that is currently an issue.

Mayor Burkett thanked Senator Pizzo for coming and for the update.

G. Presentation of the \$1.00 Salary to the Mayor and the Members of the Town Commission – Andrew Hyatt, Town Manager

Town Manager Hyatt presented the Commission with their annual salary check.

Town Manager Hyatt introduced the new Building Official James McGuinness and welcomed him to the Town of Surfside.

Building Official McGuinness thanked the Town of Surfside and is looking forward to working with the residents and elected officials of the Town.

H. FPL Update - Andrew Hyatt, Town Manager

Town Manager Hyatt introduced the item and the FPL representatives.

Christopher Ferreira, FPL Representative, presented the undergrounding of power lines. He introduced FPL representatives Chanda Young and Ray Lozano to discuss the information and different programs FPL has for clean and reliable energy.

Chanda Young, FPL Representative, spoke regarding the project they have been working on with Paul Abbott on the feeder and lateral lines and what the next step would be on the project.

Commissioner Velasquez thanked FPL representatives and wanted clarification regarding if the residents are already paying for this in their utility fees. She noted that the information was incorrect and wanted clarification from FPL.

Mayor Burkett asked if there is any circumstance where FPL would have paid to place the lines underground and he stated that potentially there is a program that would do that.

Christopher Ferreira, FPL Representative, answered the question by Mayor Burkett and stated that FPL has to justify the cost and pass it on to the customer. He stated that they pay for the hardening program and initiatives and it will be in the recovery clause. He stated that the program is in a pilot program until 2022.

Mayor Burkett asked if any of the residents are paying into the clause.

Mr. Ferreira stated that all FPL customers pay for the hardening.

Further discussion took place among the Commission and FPL regarding payment of expansion into the fund and who is responsible for making the payments for the overhead/underground conversion and stormwater plan.

Paul Abbott, HPF Associates and consultant for the Town, spoke regarding the FPL project. He spoke regarding the status of the project and the credit being discussed.

Commissioner Kesl asked regarding the hardening of lateral project and when it will be scheduled for Surfside.

Mr. Abbott gave them a projected time frame 2037 for the start of the project.

Mr. Ferreira clarified the information and components of the lateral project and programs that assist FPL customers.

Ray Lozano, FPL Representative addressed the question and outages over 10 years.

Commissioner Kesl asked if going forward if the overgrounding/undergrounding project is not adopted by the regulatory committee what if the guiding principles change and they might have to be doing this again. He if the technology and parameters would change and who would be responsible for the cost if they have to do infrastructure again.

Mr. Ferreira stated they follow the standards of the National Electric Code and they cannot speak on how the standards would change in the future. Once the system is built and turned over to FPL, any adjustments and improvements are made by FPL.

Vice Mayor Paul asked Mr. Abbott if he has looked into conduits put underground in 2013 and if they have an assessment as far as to receiving a credit.

Mr. Abbott responded to Vice Mayor Paul's question and stated that they prepared the cost estimate and he spoke regarding the conduits that were placed in the intersections.

Vice Mayor Paul asked if it is accurate that there aren't any plans for Surfside for the next 10 years.

Mr. Ferreira stated that once the analysis was done, the criteria was approved as a regulating criteria.

The following individuals from the public spoke on the item:
Jeff Rose asked regarding reimbursement or credits from FPL for the overhead/underground conversion.

Debbie Cimadevilla

Joshua Epstein

Mr. Ferreira addressed the comment made by Jeff Rose and stated that there is no reimbursement.

Ms. Young stated that the credit associated with the conversion is part of the program and it is not related with the clause and there is no mechanism for a credit associated with the clause.

Commissioner Velasquez spoke regarding the feeders being the responsibility of the Town to pay and that the only ones being undergrounding are the laterals.

Mayor Burkett asked for clarity to the residents what the difference is between feeders and laterals.

Ms. Young explained what are feeders and what lines are laterals.

FPL Representatives gave a synopsis of what and where the feeder lines are located at and where the lateral lines are.

Mayor Burkett stated that they would like to place the entire Town underground.

Further discussion took place among the Commission regarding the credits and what are feeder lines and lateral lines.

Vice Mayor Paul asked FPL regarding how the Town could recuperate their credit once FPL takes over the equipment.

Ms. Young stated that there is a cost for installation, removing overhead, depreciation value for removal of facilities, credit associated if they would build the system at today's standards and those credits are applied on the front end and whatever you pay would be the balance.

Mayor Burkett stated that the credit would be at a reduced price at the onset.

Commissioner Kesl asked what does it take to have the cost of a real plan and not a ballpark figure.

Mr. Abbott stated that is what they are working on now and will incorporate into a plan and then they will have a full and complete cost estimate in the next several months.

Mr. Abbott addressed the comment made by Debbie Cimadevilla and stated that the plan will address directional boring and open trench to minimize disruption to the residents.

Assistant Town Manager Greene responded regarding the question on the FEMA grant and stated that the Town did apply for the grant and he spoke with a representative that worked with North Bay Village regarding that program and FEMA changed their requirements and FEMA is no longer providing that grant program.

Mayor Burkett asked for Assistant Town Manager Greene to speak with a FEMA representative to see if they can apply for a similar grant.

Mayor Burkett thanked FPL Representatives and Paul Abbott, HPF Associates and consultant for the Town.

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 minus the minutes, seconded by Commissioner Velasquez. Motion carried with a 4-0 vote with Commissioner Salzhauer absent.

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

- February 4, 2021 Zoning Workshop Meeting Minutes
- February 9, 2021 Regular Town Commission Meeting Minutes
- February 18, 2021 Zoning Workshop Meeting Minutes
- February 23, 2021 Special Town Commission Meeting Minutes

Consensus was reached to defer the minutes to be at the next Commission meeting agenda.

***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, Town Manager

- January 4, 2021 Tourist Board Meeting Minutes
- January 19, 2021 Budget Advisory Committee Meeting Minutes
- January 21, 2021 Special Planning and Zoning Board Meeting Minutes
- January 25, 2021 Parks and Recreation Committee Meeting Minutes
- January 28, 2021 Planning and Zoning Board Meeting Minutes
- February 11, 2021 Planning and Zoning Board Meeting Minutes

Approved on consent.

E. Limousine of South Florida, Inc. Municipal Bus Services Renewal – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH LIMOUSINES OF SOUTH FLORIDA, INC. FOR MUNICIPAL BUS SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FOURTH AMENDMENT; 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. Community Digital Signs Authorization to Expend – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING DON BELL SIGNS LLC, FOR THE INSTALLATION AND MAINTENANCE OF TWO COMMUNITY DIGITAL SIGNS; FINDING THAT THE WORK IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR TOWN FACILITIES; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENT(S) FOR SUCH WORK; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Vice Mayor Paul.

Commissioner Kesl stated that he cannot support this because it is not sustainable nor resilient.

Vice Mayor Paul addressed the comments made by Commissioner Kesl.

Commissioner Velasquez stated that the sign will be giving information for the residents including COVID and vaccination information and does not understand what the comment Commissioner Kesl made regarding

sustainability meant.

Mayor Burkett stated that he believes it is a brilliant idea and feels that they need signage and believes it needs a little more elevation of what it will look like. He stated that he likes it in the parking lot and the Community Center but does believe it needs a little more work and would like an additional 30 days.

Commissioner Velasquez stated that there are several cities that have that type of sign.

Assistant Town Manager Greene spoke regarding how the sign would be updated and software options and it is remotely updatable. He also gave an example of what signs are permissible and the parameters.

Mayor Burkett stated that he wants to see the architectural look on the wall of the sign.

Commissioner Kesl stated that the timeliness of it is important and the messaging being legal and stated that this is a common issue and concern and his concern is the access and sustainability of the system.

Mayor Burkett stated that if we stop paying the vendor, we will not be able to get software updates. He does believe that they need a little more tweaking and place it on the next agenda as the first item.

Commissioner Velasquez asked Mayor Burkett what exactly he wants to see regarding this item on the next agenda.

Mayor Burkett stated that with respect to the sign for the Community Center, they know where it is being placed but the one by Publix it is unclear where it will be located and what it will look like.

Vice Mayor Paul stated that she did have two reservations that has to do with the landscaping and the removal of the bushes and if they will be replacing those bushes or putting them back. The other issue is the location of the sign by the Community Center and is curious how that one will look and feels it is a bit set back and might not be seen properly.

The previous motion was withdrawn by Commissioner Velasquez and Vice Mayor Paul.

The following individual from the public spoke:
Joshua Epstein

A motion was made by Commissioner Velasquez to defer the item to the April 13, 2021 meeting, seconded by Commissioner Kesl. The motion carried with

a 4-0 vote with Commissioner Salzhauer absent.

B. RFP 2020-03 Construction of Point Lake Subaqueous Water Main Crossing, RFP # 2020-03 Project Awarding - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, SELECTING THE BID AND AWARDING A CONTRACT TO DAVID MANCINI & SONS, INC. FOR CONSTRUCTION OF THE POINT LAKE CANAL SUBAQUEOUS WATER MAIN CROSSING TO BISCAYA ISLAND; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT FOR THE WORK IN ACCORDANCE WITH THE BID AND RFP NO. 2020-03; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Vice Mayor Paul to approve the Resolution, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

C. FY 2021 Budget Amendment Resolution No. 6 - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 6 TO THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Commissioner Velasquez to approve the Resolution, seconded by Commissioner Kesl. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

D. Resolution Adopting a Civility Pledge by Town Officials – Vice Mayor Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A CIVILITY PLEDGE FOR ELECTED OFFICIALS ENGAGED IN PUBLIC DISCOURSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

A motion was made by Vice Mayor Paul to approve the Resolution, seconded

by Commissioner Kesl.

Commissioner Velasquez asked to move this item for the next Commission meeting in order for the entire Commission to be present regulating criterion since it concerns all of them and the one Commissioner that is disruptive and disrespectful is not at the meeting.

The motion was withdrawn by Vice Mayor Paul and Commissioner Kesl.

Commissioner Kesl stated that if the Commissioner that was not present today is not be present at the next meeting they would be in the same scenario.

The following individual spoke on the item:
Joshua Epstein

A motion was made by Vice Mayor Paul to defer the item to the April 13, 2021 meeting, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

E. Resolution Urging Governor Ron DeSantis to Increase Vaccine Allocations for Miami-Dade County – Vice Mayor Tina Paul

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING GOVERNOR DESANTIS TO INCREASE COVID-19 VACCINE ALLOCATIONS TO MIAMI-DADE COUNTY IN ORDER FOR THE TOWN AND OTHER LOCAL GOVERNMENTS IN MIAMI-DADE COUNTY TO MEET VACCINE DEMAND AMONG VULNERABLE COMMUNITY MEMBERS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Commissioner Kesl gave a background on the item and stated that there are still individuals on the list waiting to receive the vaccine.

Vice Mayor Paul stated that the consensus was to have one voice from all municipalities and county and it was initiated by the League for support and gave statistics on the number of allocated vaccines that were received.

The following individual spoke on the item:
Joshua Epstein

A motion was made by Vice Mayor Paul to approve the Resolution, seconded

by Commissioner Kesl. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

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:

Jeff Rose spoke regarding the new park and the payback of the seawalls and a portion could be paid back for a kayak launch.

Tim Loper spoke regarding the kayak launch and speeding in the community and a slow street that the City of Miami has done. He spoke regarding the Tennis Center and an accident that a car ran into an electric pole and the pole is bent over and who needs to be made aware of the pole so it can be fixed.

Marianne Meischeid spoke regarding the signage at the beach entrance and commented on recent experiences and the signs are incoherent with too much information to process and should promote compliance.

Joshua Epstein stated that they should remove the Commission section of the Gazette and the disinformation that is placed on the Gazette.

George Kousoulas spoke regarding the signage and it is an art and some are attractive but too much information and too many signs.

Stephen Schott spoke regarding walkability and children safety.

Leah Rose spoke regarding mask wearing and the walking path is very unbearable and crowded and people not wearing masks.

Robert Lisman spoke regarding the Gazette and they do not want their tax payer dollars for politicians using the Gazette. He stated that the comments made by Commissioner Kesl regarding the software for the sign is spot on. He stated that the embarrassment and dishonesty is Mayor Burkett and Commissioner Velasquez and stated that everyone has the right to free speech.

Horace Henderson stated that he likes the Gazette the way it is.

Diana Gonzalez stated that nobody should be offending any of the elected officials and everyone needs to be respectful.

Debbie Cimadevilla spoke regarding being respectful and callers being degrading and thanked everyone. She spoke regarding 90th and Harding Avenue and the dangerous curb and try to reach out to FDOT to see what can be done about that curb.

Mayor Burkett stated that Public Works Director Stokes will take care of the bent electric pole and will contact FPL.

Vice Mayor Paul stated that she has spoken to Town Manager Hyatt regarding the signs and asked for clear visual signs to be placed.

Vice Mayor Paul stated that she would like to reconsider passing the civility

resolution tonight.

Commissioner Kesl stated that he likes that they moved to one minute for all items and three minutes for good and welfare. He addressed the comments made by the public speakers and the technology and signage comment made. He spoke regarding code enforcement on Sundays. He spoke regarding civility within the Town meetings and that they are there to do the people's business.

Commissioner Velasquez stated that she agrees with the comments made regarding the signs and they should take a look at them. She spoke regarding the reservations of the Tennis Courts and that they should be only for residents. She spoke regarding civility and she wasn't elected to have someone insult her because she doesn't come to insult anyone. She stated that she is here to do Town business and will not allow anyone to insult her.

Mayor Burkett commented on the signs that were put in the middle of the street were great and hopefully people will slow down and has noticed the traffic on Collins and Harding is considerably slower. He stated that they will continue to write tickets for speeding. He thanked Town Manager Hyatt and Assistant Town Manager Greene for the work they are doing. He spoke regarding not outsourcing our facilities to nonresidents. He addressed the nasty comments made by several speakers. He stated that the civility issue is very important and when the four of them are present at the meetings the meetings flow, function and are respectful.

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

Commissioner Kesl gave an update on the Task Force and thanked Staff and the Commission for stepping up with the consistent messaging regarding COVID.

Town Manager Hyatt thanked Town Attorney Arango and Human Resources Director Slate-McCloud for her assistance and stated that they have been approved to be a site for COVID vaccines and they will be for those who qualify in the Town for both residents and employees that meet the criteria. They will know in 2-3 days the location and elements needed.

Commissioner Velasquez thanked Town Manager Hyatt for doing this.

Vice Mayor Paul spoke regarding the outreach done by Town Manager Hyatt for residents to get appointments for vaccines and thanked staff for their assistance. She spoke regarding the walking path and thanked the Police Department and Code Enforcement.

Mayor Burkett stated that the former Commission did not allow residents to speak on every item and stated that was one thing he changed. He spoke regarding the mask mandate and enforcement.

The following individual from the public spoke:
Joshua Epstein on enforcing the mask mandate.

Mayor Burkett stated that the statistics are important and wearing a mask is a good idea. He gave some statistics as of March 5, 2021. He thanked Town Manager Hyatt and staff for all the work they are doing.

Commissioner Velasquez spoke regarding the letter from the Miami-Dade County Mayor and if they continue in the right direction, she will be removing the curfew and hopefully some day we will get over this horrible time.

Vice Mayor Paul stated that she was on the former Commission for 4 years and they always allowed residents to speak on all topics they were sometimes asked to stay on topic.

Mayor Burkett stated that he was interrupted and shut down several times by the former Commission.

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

Mayor Burkett introduced the item and spoke regarding page 173 and stated that he wanted residents to have more options to speak and stated the change he made. He spoke regarding the changes to the decorum rules on page 175. He stated that his intention is for everyone to look at this and he intends to look at putting this language in final form and bringing it at the next meeting for approval.

Commissioner Kesl stated that he reviewed the Mayor's edits and agrees with them and has additional suggestions that will allow them to be more efficient and spoke regarding the one minute time limit for speakers. He would propose a breakdown of the agenda and have a timeline. He stated that another idea is that the presentation be five minutes; Commission comments on items to be three minutes and discussion items two minutes. He stated leaving good and welfare at three minutes. He likes the fact that the Town Attorney is in control when there is point of order or if we need her to call on them if they are off point and brings point of order. He stated that

they are at their best to put principles above personality and professionalism and civility should apply to elected officials. He stated a limit of the number of discussion items and resolutions per commission member that they can place on the agenda.

Mayor Burkett stated that he will circulate the list and each member of the Commission can give their comments.

Town Clerk McCready stated that the agenda is time stamped for each item and it is an approximate time and wanted to bring it up to them and there is a limit of how many resolutions a member of the commission can place on the agenda.

Vice Mayor Paul spoke regarding the procedure for meetings and the several revisions that have already been made. She stated that she will be happy to look at this clean version because it is still a little confusing. She asked Town Attorney Arango if the current code is more in line with the County.

Town Attorney Arango stated that they did make some changes to these rules but if the Commission would like to make more changes they can do so as long as it falls within the line of the law. She also stated that they follow Robert's Rule as well.

Mayor Burkett commented on the public speaker cards and he made changes to the registration of speakers.

The following individuals from the public spoke:

Joshua Epstein

Diana Gonzalez

Alicia Boymelgreen asked when they will be having in person meetings and if they will continue via zoom, they should have something on decorum.

Mayor Burkett closed public comments.

C. Demolition by Neglect - Mayor Charles W. Burkett

Mayor Burkett introduced the item and the art deco building and would not like to see the building being demolished by neglect and believes there should be an ordinance addressing this. He stated that there is a Miami Beach draft and would like to bring it back at the next meeting and hoping to add to the zoning code.

Vice Mayor Paul stated that she was emailing with Town Attorney Recio this

week and stated that there was a house that was demolished and would like to have added to the zoning code that a property cannot be demolished without obtaining a building permit first.

Mayor Burkett spoke regarding the intention for historic designation and it is for older buildings and they are looking to improve the language and possibly have a process of slowing down the demolition of the property.

Vice Mayor Paul stated that another issue is that it looks blighted as well.

Mayor Burkett requested to have this back on the agenda at the next meeting in order to have a draft of the demolition by neglect.

Town Clerk McCready asked if item 9B (Amending Town Code Section 2-205 Conduct of Meetings; Agenda) and item 9C (Demolition by Neglect) if they are bringing those items back as a discussion item or an ordinance.

Mayor Burkett stated to bring them back as a discussion item.

Town Clerk McCready stated that in order for an ordinance to be placed on the agenda the majority of the Commission must approve to have the ordinance placed on the agenda as per the Code.

Town Attorney Arango stated that it could be a discussion item with another draft of proposed ordinance not a first reading of an ordinance.

Commissioner Kesl asked what is lacking in the existing code that they can't enforce safety concerns on an existing property.

Commissioner Velasquez stated that her concern is the safety of the residents and the house possibly collapsing on the resident and an empty lot gives more safety to the resident. She spoke regarding the building that was set to be preserved and they have not done that as of yet.

Town Attorney Arango stated that they need to look at this together with our property standard ordinances on how people need to maintain their properties and that property standards are in place.

Commissioner Velasquez stated that her neighbor was getting fines from the Town and got his permit to demolish and the house was an accident waiting to happen. She stated that she believes that they should give better direction to the Design Review Board on what style they are looking for.

Mayor Burkett asked Building Official McGuinness if he wanted to opine on any standards the Town currently has.

Building Official McGuinness spoke regarding past experience on this subject.

Mayor Burkett stated that they do have design guidelines and are being incorporated into the new code and that is something the Planning and Zoning Board needs to look at as well and design guidelines.

Vice Mayor Paul stated that a perfect example is regarding a house on Emerson. She stated that this house was left derelict and there was no fence around it with many openings and there are safety standards to be followed. She stated that she reported it to Code because it was a hazard. Now they are currently doing a great job renovating that home.

The following individuals spoke on the item:

Joshua Epstein

Jeff Rose

Mayor Burkett requested to bring this item back at the next meeting.

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

Item deferred to April 13 2021 meeting.

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

Mayor Burkett introduced the item and does not believe there should be a charge for the decals and that the rules need to be revised. He is working with staff regarding utilizing a parking lot and using a tram to bring people to the business district from the parking lot.

Commissioner Velasquez agrees that residents should not be charged to park in Town.

Commissioner Kesl spoke regarding the Town being behind with technology and there are solutions that can be made.

Vice Mayor Paul stated that it is good that you only pay \$10 a year and it works well and serves the residents. She stated that possibly making it free for seniors. She doesn't know why they have to make it free for everyone.

Commissioner Velasquez spoke regarding residents receiving tickets.

Mayor Burkett addressed the comments made by Commissioner Velasquez regarding the parking tickets and spoke regarding bringing the community together and encourage them to participate. He spoke regarding electric carts.

Commissioner Kesl stated that he would gladly do it if it is tied into a park by plate format.

Mayor Burkett stated that it first starts as a motion from the Commission for hassle free parking.

Commissioner Velasquez asked how much something like that would cost for these types of digital programs. She also asked if people would have to register more than once.

Vice Mayor Paul stated that the \$10 for the decal is an administrative cost for producing the decal. She stated that what she would like to see the renewal process easier.

Mayor Burkett stated that he would like to make it free and then the second step would be making it hassle free.

Commissioner Velasquez suggested doing it online and possibly scanning in your registration. She agrees with it being free.

Commissioner Kesl suggested bike registration being free as well.

The following individual from the public spoke:
Joshua Epstein

A motion was made by Commissioner Velasquez to make bike registration and parking free, seconded by Commissioner Kesl. The motion carried with a 3-1 vote with Vice Mayor Paul voting in opposition and Commissioner

Salzhauer absent.

F. Short-Term Rentals – Mayor Charles W. Burkett

Mayor Burkett introduced the item and stated that he had residents calling him to complain because of the process and wanted to address the rules and regulations in place for short term rentals and asked Town Attorney Arango to give the Commission the rules and overview of short-term rental in Surfside.

Town Attorney Arango gave the Commission an overview of the short-term rental rules in Surfside.

Commissioner Kesl spoke regarding this item and that it is in agreement with this item.

Vice Mayor Paul spoke regarding short term rentals and the preemptions proposed by the State and would not touch this, and enforcement is tricky.

Code Enforcement Manager Santos-Alborna addressed the short-term rental enforcement and it is hard to prove that the individuals staying there are renting.

Commissioner Velasquez asked what the enforcement is and rules for single family home short-term rentals and do we get more complaints for homes or condominiums.

Code Enforcement Manager Santos-Alborna addressed the question by Commissioner Velasquez and stated that this issue is currently under control.

Commissioner Kesl asked if they can change the bylaws.

Code Enforcement Manager Santos-Alborna stated that they have to comply with the Town's code and which is more restrictive.

G. Quality Control & Quality Assurance – Commissioner Charles Kesl

Commissioner Kesl introduced the item and spoke regarding the measure of success for each project and adding measurement of success. He also provided a presentation.

Vice Mayor Paul thanked Commissioner Kesl for his presentation.

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

Public Works Director Stokes introduced the item. He stated that the Commission requested a survey and they extended the survey response to 90 days and they completed the task. His recommendation for any extra lighting from this point on would be held off until the undergrounding because the lights currently there are connected to the poles that will be removed.

Mayor Burkett stated that he knew that Public Works Director Stokes was working on it because there were some on his block that were out.

Commissioner Velasquez stated that she would like a copy of the report. She stated that she is happy to see that these lights have been put up.

Vice Mayor Paul stated that she would also like a copy of that report and check to see if some residents would like more lights on their block.

Commissioner Velasquez stated that there is a street off of Carlyle and 90th that the block is very lit and looks very nice.

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

Item deferred to the next meeting.

J. FPL Solar Together - Vice Mayor Tina Paul

Item deferred to the next meeting.

K. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Item deferred to the next meeting.

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

Item deferred to the next meeting.

M. Amending Town Code Section 2-237 Business Relationships –

Commissioner Eliana Salzhauer

Item deferred to the next meeting.

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

Item deferred to the next meeting.

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

Item deferred to the next meeting.

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

Item deferred to the next meeting.

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

Item deferred to the next meeting.

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

Item deferred to the next meeting.

- S. Amend Tourist Board Ordinance** – Commissioner Nelly Velasquez

Item deferred to the next meeting.

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

Item deferred to the next meeting.

- U. Traffic Control Devices on 88th & Hawthorne Avenue** – Commissioner Eliana Salzhauer

Item deferred to the next meeting.

V. Cone of Silence/Secrecy – Mayor Charles Burkett

Item deferred to the next meeting.

W. License Plate Readers – Mayor Charles W. Burkett

Item deferred to the next meeting.

X. Cancel Culture in Surfside - Mayor Charles W. Burkett

Item deferred to the next meeting.

Y. Permit Process - Mayor Charles W. Burkett

Item deferred to the next meeting.

Z. High Water Bill – Mayor Charles Burkett

Item deferred to the next meeting.

AA. Zoning Code Timetable - Mayor Charles Burkett

Item deferred to the next meeting.

BB. Kayak Survey Results – Andrew Hyatt, Town Manager

Item deferred to the next meeting.

CC. Zoning in Progress – Mayor Charles Burkett

Item deferred to the next meeting.

DD. Motorized Bikes on the Hardpack - Mayor Charles Burkett

Item deferred to the next meeting.

EE. Increased Commercial Airliner Flights over Surfside - Mayor Charles Burkett

Item deferred to the next meeting.

Staff Reports

A. Purchase of Land for Parks – Commissioner Nelly Velasquez

10. Adjournment

A motion was made by Commissioner Kesl to adjourn the meeting without objection at 11:00 pm. The motion received a second from Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

Accepted this ____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Visioning Budget Workshop
MINUTES
March 23, 2021
6:00 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 6:00 p.m.

B. Roll Call of Members

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

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

Absent: Commissioner Eliana Salzhauer

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, and Assistant Town Manager Jason Greene.

2. Commission Direction Budget Workshop, Discussion and Direction for the FY 2022 Budget– Andrew Hyatt, Town Manager

Assistant Town Manager Greene gave an introduction and PowerPoint presentation along with the program modifications. He provided the upcoming workshop dates and the timeline for setting the millage rate.

Assistant Town Manager Greene advised the Town Commission of the motion that was made by the Downtown Vision Advisory Committee as it relates to walkability and widening the sidewalks as a recommendation to the Town Commission.

Commissioner Kesl spoke regarding the recommendation that was made by the Downtown Vision Advisory Committee.

Commissioner Velasquez stated the importance of having proper staffing to assist the Commissioners. She spoke regarding the sidewalks and believes that they need wider sidewalks and would support that idea.

Vice Mayor Paul spoke regarding assistance for the Commission. She requested more information regarding which consultants the committee wants to eliminate. She agrees with the DVAC recommendation on widening the sidewalks and it is something that has to be done with FDOT. She suggested contacting FDOT to see how we can assist with that project. She stated that there are other ideas on how to make the alleys better and more walkable sidewalks. She stated that she would like to keep the level of service they have and to see what is needed for each department to keep the same level of service.

Mayor Burkett thanked the Budget Advisory Committee for all their hard work and agrees that the level of service needs to be better as well as doing something with the limited parking on Harding Avenue. He agrees with the widening of the sidewalks and some of the businesses can use more parking to offer sidewalk dining. He also spoke regarding slowing down the traffic on Collins Avenue.

Assistant Town Manager Greene answered Vice Mayor Paul's question regarding the consultant (Jacober), which was eliminated. He mentioned Mediatech that handles the Gazette production and the photography and Jacober and Pinzur and that they eliminated \$180,000 a year from that line item.

The following individuals from the public spoke:
Jeff Rose spoke regarding the parking on Harding Avenue.

Assistant Town Manager Greene stated that they will have funds the Town will be receiving and he provided some of the details. He also advised them that they will be receiving a summary.

Commissioner Kesl responded to Jeff Rose's question as to the point of expanded sidewalks and he likes that idea but it needs to be fully vetted.

Vice Mayor Paul spoke regarding the consultants that were already eliminated. She mentioned that now there is an internal public relations officer. She stated that she thinks the Gazette is a good deal and bringing it inhouse may not save that much money. She stated the Commission corner of two (2) pages could be eliminated from the Gazette to save money and to keep the essential information residents need.

Commissioner Velasquez asked Assistant Town Manager Greene if Pinzur will be staying on for the Tourist Board and now that we have a Communication Director shouldn't those responsibilities be transferred over to that individual.

Assistant Town Manager Greene stated that they eliminated the marketing contract with Jacober which was \$180,000 and they do have a Communication Director and Tourism Manager and they will be looking at reducing or eliminating Pinzur.

Commissioner Velasquez asked regarding the parking on Harding Avenue and if there could be a study done to remove a lane and expand the sidewalk.

Mayor Burkett stated that Vice Mayor Paul does not want the Commissioners to communicate with the residents which would happen if they eliminate the Commission Corner from the Gazette.

Further discussion took place among the Commission regarding removing the Commission Corner on the Gazette and the reduction of the Budget.

Mayor Burkett addressed Commissioner Kesl's comments on the sidewalks and those flashing sidewalk crossings. He stated that the flashing sidewalk crossings would be a good idea and possibly work with some of the property owners and make a walking promenade.

Commissioner Velasquez asked regarding parking for deliveries and that is something that should be looked into.

Town Manager Hyatt stated that they are looking at expanding the drop off area.

Commissioner Kesl commented on maximizing for commuting and the issues with parking downtown.

3. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 6:40 p.m., seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT

APRIL 13, 2021

COMMUNITY PROGRAMS / INITIATIVES / ENHANCEMENTS

- I. SEE CLICK FIX REPORT – *Attachment “A”*
- II. DEVELOPMENT APPLICATION PROCESS (2012 – PRESENT) – *Attachment “B”*
- III. TOWN DEPARTMENTS

Code Compliance Division

A. Code Violation Cases: As of March 30, 2021, the total number of active, open cases being managed is 210. Of these cases, 102 cases are still under investigation and are working towards compliance; 15 cases are on-hold; 23 cases are in the Special Master hearing queue; 2 cases are in post-hearing status; 30 code cases have been issued liens and remain unpaid; 38 code cases have service liens and remain unpaid. Properties with unpaid liens are sent reminder letters on a semi-annual basis.

B. Collected Civil Penalty Fines: Unresolved code compliance cases accrue fines until the code violation is resolved. After the violation is 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 21: As of March 30, 2021, 46 cases have paid/settle for a total collection of \$ 17,905
- FY 20: As of September 30, 2020, 109 cases have paid/settled for a total collection of \$ \$115,851
- FY 19: 143 cases paid/settled for a total collection of \$35,654

C. The Code Compliance Division has assisted the Finance Department by conducting 59 Code lien searches for the month of March, 2021.

D. The Code Compliance staff has continued to regularly distribute face masks throughout downtown to pedestrians and continued with enforcement and education of COVID-19 regulations regarding social distancing on commercial establishments.

Community Services & Public Communications Department

A. In April, the Town will celebrate Earth Month, highlighting different ways residents, staff and visitors can contribute to our resilience goals. We honor Natasha De Mier, Surfside resident and sixth-grader at Ruth K. Broad School, as our Anti-Litter Art Contest winner. Natasha's "Don't Litter, Save the Critters!" design beat out 30 other entries. Her artwork has been featured on the April Gazette cover page and will be displayed on banners throughout Town to help encourage recyclable and sustainable efforts.

B. From early to mid-March, the Town collected more than 100 pairs of shoes to donate to Camillus House to benefit the homeless in Miami-Dade County.

C. Throughout the Town's mini COVID-19 vaccination campaign, all of the Town's current communications channels were used, including printed flyers, CodeRed alerts, email platform, and Nextdoor page. On March 24th, a total of 210 individuals (Surfside residents and Town employees) received the first dose of the vaccine. On April 14th, the Town will host a vaccination clinic for the administration of the 2nd dose only. A reminder email was sent out to those scheduled for the second dose Monday, April 12th.

- The COVID-19 initial email campaign drew 665 opens (13% higher than the Town's previous campaigns for the same week) and a click-through rate of 17%, a higher rate than the Town's average clicks.
- On Nextdoor, posts about the COVID-19 vaccination clinic garnered 1,576 impressions of the monthly total impressions (4,658).
- Additionally, those residents who are homebound and unable to travel to vaccination sites were registered with the Florida Division of Emergency Management to receive in-home vaccinations and have been vaccinated.

Finance Department

A. American Rescue Plan – Surfside Financial Impact

Based on the estimates provided, the Town of Surfside will be receiving ~\$2.37M from the recently enacted American Rescue Plan. The Town's Finance Department will review the impact on the Town's finances. When more detail is provided Town Administration

will recommend an action plan on usage of funds for the current fiscal year and through the Fiscal Year 2022 budget process.

Below is a short summary of information known so far:

- Payments to local governments will be made in two tranches
 - 1st half - 60 days after enactment to the State then the State has 30 days to send to the Town, but they may seek an extension
 - 2nd half one year later
 - Funding available through and must be spent by end of calendar year 2024
- Eligible uses include:
 - Revenue replacement for the provision of government services to the extent the reduction in revenue due the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency
 - Premium pay for essential workers
 - Assistance to small businesses, households, and hard-hit industries, and economic recovery
 - Investments in water, sewer and broadband infrastructure
- The bill contains two restrictions on eligible uses:
 - Funds cannot be used to directly or indirectly offset tax reductions or delay a tax/tax increase
 - Funds cannot be deposited into any pension fund

B. Monthly Budget to Actual Summary as of February 28, 2021 – Attachment “C”

Police Department

A. Police Department Statistics (March 1 – March 24, 2021)

- Traffic Citations – 435
- Parking Citations – 574
- Arrests – 6
- Dispatch Events – 1,267
- Incident/Crime Reports - 66

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:

- Communications with Miami-Dade Emergency Operations Center
- Surfside Police Department personnel along with Code Enforcement personnel are conducting enhanced patrols in the Business District focused on facial covering and social distancing mandates per Miami-Dade County emergency orders

D. Significant Incidents/Events

- Traffic Crash Fatality on March 7, 2021 at 1628 hours - 9500 Block of Byron Avenue: The driver was being guided into the driveway by the pedestrian, who was sitting in a wheelchair, in front of the vehicle when the driver accidentally accelerated and struck the pedestrian.
- Accidental Shooting on March 9, 2021 at 0413 hours – 9400 block of Abbott Avenue: Officers responded to a call of a person who accidentally shot herself in the hand. The adult female woke up after hearing a noise in her apartment. The female grabbed a pen gun which accidentally discharged in her hand. The female sustained non-life-threatening injuries to her hand and leg and was transported to Mount Sinai Hospital. The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) responded to the scene and impounded the pen gun.

E. National Public Safety Telecommunications Week

National Public Safety Telecommunications Week is April 12th -16th, 2021. This week is celebrated annually and honors the thousands of men and women who answer emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to citizens and first responders.

Communications Supervisor Susie Sperbeck, Communications Operator Tameka Burnell-McKnight, Communications Operator Kenia Castillo and Communications Operator Jorge Villar are honored by the Command Staff and colleagues for their service to the law enforcement profession as communications operators. In times of crisis such as the Coronavirus COVID-19 pandemic, their essential service is clearly demonstrated and greatly appreciated by all they serve. A special thank you to these dedicated professionals for all that they do each and every day.

F. Miami-Dade Waterways "At-Risk" Vessels Task Force

The Surfside Police Department will be participating in the Miami-Dade Waterways "At-Risk" Vessels Task Force organized by Commissioner Sally Heyman. The Task Force is a collaborative effort between Miami-Dade County, Florida Fish and Wildlife Commission (FWC), U.S. Coast Guard, DERM, FIU, Biscayne National park (BNP), Miami-Dade Police Chiefs Association and 18 Police Departments and marine patrols.

The purpose of this initiative is to educate the police departments, working with other agencies, in taking the appropriate actions to identify and prevent "At Risk" vessels from becoming derelict and reduce the navigational and environmental hazards plaguing our waterways.

Sergeant Jay Matelis will be attending the training conducted by FWC, US Coast Guard and DERM on April 1, 2021 from 10:00 a.m. to 2:00 p.m. at the FIU North Campus.

G. Police Events/Community Outreach

- The Mobile DMV will be rescheduled as soon as possible.
- In anticipation of an influx of beach goers during spring break, the Police Department has enhanced patrol on the beach
- The Surfside Police Department has increased police presence with assigned details for high visibility and enhanced patrol in high traffic locations and area synagogues during the Passover Prayer Services and Holiday Meals from March 26, 2021 to April 4, 2021
- Surfside PD, Aventura PD, Bay Harbor Islands PD, North Miami PD and Sunny Isles Beach PD will host a Shred-a -Thon and DEA Drug Take Back on April 25, 2021 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 1:00 p.m.
- The Surfside Police Department will host a community blood drive on April 25, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.

IV. TOWN PROJECTS

Biscaya Waterline Replacement

The construction contract is currently being prepared by the Town Attorney. Once executed by all parties, Town staff and consulting engineer will host a kickoff meeting and then be underway with construction.

96th Street Park

The first virtual public outreach meeting and in person events for the 96th Street Park Project were successfully completed in March. The Design Team has analyzed the community feedback and started the Schematic Design phase of the project. The team continues to gather site data as they develop alternate designs to present to the Parks & Recreation Committee, Community, and Commission over the next two months.

Abbott Avenue Drainage Study

The consulting engineer submitted on March 17, 2021 the Task #1 – CGA's Drainage Report Evaluation Memorandum and is continuing to work on Task #2 – Existing Condition ICPR Model. Basins have been delineated by using available LIDAR Information and the ICPR Model is being developed. The consulting engineer scheduled a meeting on March 30, 2021 with FDOT D6 Drainage Office to discuss stormwater impacts on Abbott Avenue from FDOT ROW. The consulting engineer is determining key missing information on infrastructure and will prepare an email with the request for the missing information and scheduled a site visit for March 31, 2021.

Byron/Bay Closure Study

The transportation consulting engineer coordinated with Miami-Dade County regarding the initial process. Currently working on development of the traffic methodology for the road closure to distribute to the public agencies provided by Miami-Dade County.

Undergrounding of Utilities

The utility undergrounding conversion project for the Town of Surfside made significant progress this month with commitments received from FPL, Atlantic Broadband (ABB), ATT, and Hotwire for the design and implementation of underground facilities for the Town.

Proposals for initial design were received from FPL and ABB. ATT and Hotwire are expected in the near future. Solicitation of design coordination engineering services are in process with a recommendation included on the April agenda. Preliminary site surveys have commenced with estimating quantities in their early stages.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

SeeClickFix Report

Requests filtered by request category that have been created 03/01/2021 - 03/31/2021

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Other	2	1	0.5
Solid Waste (Residential) (PW)	3	0	
Surfside Dog Park (P & R)	1	1	0.5
Parking Issue	2	1	0

Requests filtered by request category that have been created 01/01/2014 - 03/31/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	230	213	15.9
Code Compliance (Safety Concern)	104	104	20.8
Code Compliance (Violation)	177	174	17.7
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	289	274	15.3
Police (Safety Concern)	93	92	5.5
Pothole (PW)	6	6	18.4
Solid Waste (Commercial) (PW)	8	7	4.8
Solid Waste (Residential) (PW)	32	28	13.2
Street lights (PW)	72	60	83.2
Surfside Dog Park (P & R)	10	10	0.3
Utilities (Water/Sewer) (PW)	47	35	24.2
Barking Dog	12	12	13.2
Beach Patrol	6	5	2.1
Parking Issue	106	104	2.1
Construction Issues	46	41	13.7
Dead Animal	5	5	8.7

Last updated on 4/1/2021

DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT)									
Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
Original submittal: 7/13/2012 Site plan amendment: 4/16/16 9011 Collins Avenue	Surf Club - restoration of the famous surf club historic structure and for the construction of new improvements	DRG - 7/31/2012, 8/23/2012, site plan amendment: 5/16/2016, 8/4/2016, 3/9/2017, 5/11/2017 P&Z - Original site plan: 9/27/2012, site plan amendment: 8/31/2017 TC - Original site plan: 10/15/2012, site plan amendment: 10/10/2017 Site Plan Ext -	762 units	257 units	None	None	13-727	Issued	Under Construction
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	DRG - 2/11/2013, 3/27/2013, 7/9/2013 P&Z - 2/27/2014 TC - 10/28/2014 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	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	DRG - 4/2/2015, 6/3/2015 P&Z - 8/27/2015 TC - 12/8/2015 Site Plan Ext -	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. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 P&Z - 12/7/2017, 2/11/2021 TC - 2/13/2018, 2021 Date To Be Scheduled Site Plan Ext - 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	Reduced to 31 condo units, 26 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	DRG - Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18 P&Z - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved February 26, 2019 Site Plan Ext - 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	DRG - 6/20/2016, 7/27/2016 P&Z - 10/27/2016 11/10/2016 TC - 11/10/2016 Site Plan Ext -	110 units	16 units	None	None	16-602	Issued	Under Construction
10/1/2016 9116 Harding Ave	303 Surfside - 4 Townhouses	DRG - 11/2/2016, 2/7/2017, 5/18/2017 P&Z - 6/27/2018 TC - 4/14/2018 Site Plan Ext -	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	DRG - 6/19/2017, 8/24/2017, 9/28/2017 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - Scheduled for 12/10/19 Site Plan Ext -	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: 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	DRG - 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending, 2/25/2021 PZ - 01/31/19 PZ recommended approval (Requires PZ Reconsider) 2/25/2021 PZ Denied Plan TC - Denied by the Commission (requires reconsideration by TC), 2021 Date to be Scheduled Site Plan Ext -	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). Not Required in 2021 Plan	Approved		Denied	
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	Approved			
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/2020 TC - 2/11/2020 Site Plan Ext -			Landscape buffer	Approved			

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2020/2021
As of FEBRUARY 28, 2021
42% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

April 13, 2021

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
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GENERAL FUND - 001

REVENUE	\$ 12,481,214	\$16,595,129	75%
EXPENDITURES	6,117,584	\$16,595,129	37%
Net Change in Fund Balance	6,363,630		
Fund Balance-September 30, 2020 (Unaudited)	18,286,748 ^A		
Fund Balance-February 28, 2021 (Reserves)	\$ 24,650,378		

TOURIST RESORT FUND - 102

REVENUE	\$ 1,632,149	\$2,939,353	56%
EXPENDITURES	1,242,121	\$2,939,353	42%
Net Change in Fund Balance	390,028		
Fund Balance-September 30, 2020 (Unaudited)	2,109,658		
Fund Balance-February 28, 2021 (Reserves)	\$ 2,499,686		

POLICE FORFEITURE FUND - 105

REVENUE	\$ 17,027	\$2,000	851%
EXPENDITURES	917	\$2,000	46%
Net Change in Fund Balance	\$ 16,110		
Fund Balance-September 30, 2020 (Unaudited)	168,289		
Fund Balance-February 28, 2021 (Reserves)	\$ 184,399		

TRANSPORTATION SURTAX FUND - 107

REVENUE	\$ 56,016	\$235,706	24%
EXPENDITURES	36,480	\$235,706	15%
Net Change in Fund Balance	19,536		
Fund Balance-September 30, 2020 (Unaudited)	442,856		
Fund Balance-February 28, 2021 (Reserves)	\$ 462,392		

BUILDING FUND - 150

REVENUE	\$ 288,735	\$1,068,035	27%
EXPENDITURES	388,680	\$1,068,035	36%
Net Change in Fund Balance	(99,945)		
Fund Balance-September 30, 2020 (Unaudited)	1,991,388		
Fund Balance-February 28, 2021 (Reserves)	\$ 1,891,443		

CAPITAL PROJECTS FUND - 301

REVENUE	\$ 2,286	\$2,980,448	0%
EXPENDITURES	440,375	\$2,980,448	15%
Net Change in Fund Balance	(438,089)		
Fund Balance-September 30, 2020 (Unaudited)	4,899,128		
Fund Balance-February 28, 2021 (Reserves)	\$ 4,461,039		

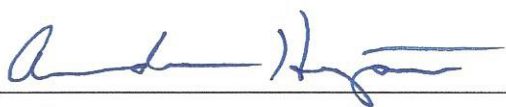
NOTES:

- 1) Many revenues for February 2021 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
WATER & SEWER FUND - 401				
REVENUE	\$	1,931,384	\$4,416,436	44%
EXPENDITURES		1,239,068	\$4,416,436	28%
Change in Net Position		692,316		
Unrestricted Net Position-September 30, 2020 (Unaudited)		(1,733,610)		
Unrestricted Net Position-February 28, 2021 (Reserves)	\$	(1,041,294)		
MUNICIPAL PARKING FUND - 402				
REVENUE	\$	545,822	\$1,288,140	42%
EXPENDITURES		511,634	\$1,288,140	40%
Change in Net Position		34,188		
Unrestricted Net Position-September 30, 2020 (Unaudited)		1,293,993		
Unrestricted Net Position-February 28, 2021 (Reserves)	\$	1,328,181		
SOLID WASTE FUND - 403				
REVENUE	\$	653,589	\$1,917,932	34%
EXPENDITURES		856,068	\$1,917,932	45%
Change in Net Position		(202,479)		
Unrestricted Net Position-September 30, 2020 (Unaudited)		219,615		
Unrestricted Net Position-February 28, 2021 (Reserves)	\$	17,136		
STORMWATER FUND - 404				
REVENUE	\$	385,743	\$1,070,706	36%
EXPENDITURES		332,854	\$1,070,706	31%
Change in Net Position		52,889		
Unrestricted Net Position-September 30, 2020 (Unaudited)		3,205,050		
Unrestricted Net Position-February 28, 2021 (Reserves)	\$	3,257,939		
FLEET MANAGEMENT FUND - 501				
REVENUE	\$	358,255	\$863,307	41%
EXPENDITURES		303,984	\$863,307	35%
Change in Net Position		54,271		
Unrestricted Net Position-September 30, 2020 (Unaudited)		825,468		
Unrestricted Net Position-February 28, 2021 (Reserves)	\$	879,739		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2017 - February 2021

FUND	9/30/2017	9/30/2018	9/30/2019	9/30/2020	2/28/2021	CAGR ^(a)
General	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 24,650,378	29.3%
Tourist Resort	469,880	356,313	1,640,525	2,109,658	2,499,686	65.0%
Police Forfeiture	164,933	159,527	105,725	168,289	184,399	0.7%
Transportation Surtax	388,363	263,292	328,377	442,856	462,392	4.5%
Building	1,742,910	2,760,673	2,563,517	1,991,388	1,891,443	-11.9%
Capital Projects	576,122	2,158,902	3,048,582	4,899,128	4,461,039	104.1%
Water & Sewer	(3,048,579)	(2,546,398)	(2,367,098)	(2,376,269)	(1,041,294)	-8.0%
Municipal Parking	811,013	943,315	1,198,948	1,293,993	1,328,181	16.9%
Solid Waste	429,743	601,201	641,636	219,615	17,136	-20.1%
Stormwater	3,264,379	3,203,878	3,200,132	3,205,050	3,257,939	-0.6%
Fleet Management	-	-	585,363	825,468	879,739	N/A
Total	\$ 13,259,566	\$ 18,802,753	\$ 25,929,812	\$ 31,065,924	\$ 38,591,038	30.6%

(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: April 7, 2021

SUBJECT: Office of the Town Attorney Report for April 13, 2021 Regular Commission Meeting

This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, and Board and Committee meetings during the past month:

March 1, 2021 - Virtual Tourist Board Meeting

March 2, 2021 - Virtual Special Town Commission Meeting

March 9, 2021 - Virtual Regular Town Commission Meeting

March 17, 2021 - Virtual Budget Advisory Committee Meeting

March 23, 2021 - Virtual Visioning Budget Workshop

March 25, 2021 - Virtual Planning and 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 ongoing 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 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, as well as 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, Code enforcement and interpretation, attendance at Special Master Hearings upon request, beach furniture operator permits and administration, ethics issues and requirements, police related issues and matters, 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, street sweeping services, and RFPs for debris collection and debris monitoring.

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 96th 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 Wavey 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
- Resolutions Approving Eight (8) Continuing Services Agreements with Engineering Firms Pursuant to CCNA for Engineering Services
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
- Resolution Approving Legislative Priorities 2021
- Resolution Amending Resolution 2020-2746 in Support of Closing Byron Avenue and Bay Drive and/or Traffic Mitigation Measures
- Resolution Approving Police Mutual Aid Agreement with North Bay Village
- Agreement with Cintas Uniforms for PW Department
- Agreements with Lexis-Nexis for Police Services
- RFP for Street Sweeping Services
- Resolution Selecting and Awarding Contract for Construction of Point Lake Subaqueous Water Main Crossing to Biscaya Island; Preparation of Construction Contract
- Resolution Adopting a Civility Pledge for Public Discourse By Elected Officials
- Resolution Approving Installation and Maintenance of Community Digital Signs with Don Bell, Inc.
- Resolution Urging Governor DeSantis Regarding Vaccine Allocations to Miami-Dade County and Town
- Zoning in Progress Extension and Continued Work on Revisions to Zoning Code
- Resolution Proclaiming Arbor Day for 2021
- Resolution Approving Budget Amendment No. 7
- Resolution Urging the Florida Legislature and Governor Ron DeSantis to Support Home Rule for Local Municipalities and Counties, and Reject 2021 Legislation that Erodes Local Government Home Rule Authority

- Resolution Authorizing Additional Expenditure of Funds in an amount not to exceed \$10,500 to Expand the Youth Tennis Program Operated by GM Sports Tennis, LLC
- Resolution Authoring Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, in Connection with Appeal of Federal Aviation Administration's (FAA's) South Central Florida Metroplex Project, including the Engagement by Special Counsel of a Consultant for Phase 1, Metroplex Flight Procedure Assessment
- Resolution Approving Memorandum of Understanding with the Florida Department of Children and Families for Sharing of Florida Criminal History and Local Criminal History Information for Child Protective Investigations and Emergency Child Placement
- Resolution Approving Project Agreement with KCI Technologies, Inc. for Utility Undergrounding Services for Phase I Preparation of Utility Coordination Plans Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Nova Consulting, Inc. for Utilities Engineering Retainer Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving Project Agreement with Keith and Associates, Inc. for Stormwater Engineering Retainer Services Pursuant to the Continuing Services Agreement for Professional Engineering Services; Preparation of Project Agreement
- Resolution Approving First Amendment to the Agreement with Zambelli Fireworks Manufacturing Co. for 2021 Fourth of July Fireworks Show Services; Preparation of First Amendment to Agreement
- Resolution for Quasi-Judicial Hearing Regarding Amended Site Plan Application for the Property Located at 9133-0149 Collins Avenue (Seaway)

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 11th 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. An Executive Session

pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021.

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's Special Counsel (Leech Tishman) participated in a Notice of Telephone Assessment Conference with the FAA on March 1, 2021. The FAA announced that it will commence implementing Phase 1 of the Metroplex project on April 22, 2021; in response, the Town's Special Counsel requested a stay of the implementation from the FAA and US Department of Transportation (to be followed by a motion for stay to the Eleventh Circuit Court if not granted). On April 6, 2021, the Eleventh Circuit Court entered an Order granting all motions for consolidation of petitioners' cases (Surfside, Village of Indian Creek, City of North Miami, City of North Miami Beach, Friends of Biscayne, North Bay Village, Village of Biscayne Park, and Bay Harbor Islands), extending the briefing schedule, and allowing for the filing of oversized briefs. The deadline for filing the initial brief by all petitioners is May 9, 2021.

Information on other pending litigation matters has or will be provided individually to members of the Town Commission, as needed or requested.

Special Matters: Continued monitoring of new case law and legislation from Federal, State and County, including bills challenging local home rule authority and implementation of Town legislative priorities for the 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 monitoring of all Development Orders and approvals, police matters and agreements, implementation of agreements resulting from RFQs for 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 utility and the engagement of consultants needed to implement the utilities undergrounding project, various procurements and service or provider agreements for Town

improvements, facilities and programs, including preparation of various solicitations and RFPs, including street sweeping services, debris collection and debris monitoring services, assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees, defense of beach furniture ordinance litigation, application to Miami-Dade County for the closure and/or other traffic mitigation measures for Byron Avenue and Bay Drive, assistance with kayak launch potential sites and acquisition, evaluation of process for enforcement and collection of Town liens, implementation of statutorily permitted private providers for building plan review and building inspections for commercial project, review of temporary storage facilities, inspections, and renewal of Zoning in Progress and continued review and policy implementation of revisions to Zoning Code.



Town of Surfside

SPECIAL DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

December 15, 2020 – 6:00 p.m.

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order at 6:04 p.m.

The following Members introduced themselves:

Chair Marianne Meishcheid
Committee Member Elliott Kula
Committee Member Meghan Rote

Absent: Vice Chair Zoya Pashenko
Committee Member 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 – December 1, 2020

A motion was made by Committee Member Rote to approve the December 1, 2020 minutes as amended, seconded by Committee Member Kula. The motion carried with a 3-0 vote with Vice Chair Pashenko and Committee Member Cuenca absent.

4. Resort Tax Collection & Vacancies Report

Tourism Manager Trigueros provided an update on the final collection number for FY 19/20 which was \$2.6 million versus the \$3.8 million in FY 18/19. He also discussed the business district including new openings and closures in addition to the holiday lighting.

Chair Meischeid asked regarding the status of the small business grant and the importance of it.

Town Manager Hyatt stated that they had a great response and will find out with Assistant Town Manager Greene how many applicants responded.

Tourism Manager Trigueros stated that many business owners have applied and he will get back with the Committee with a follow-up of which applications were received.

Town Manager Hyatt stated that the deadline has passed and the Town received 50 applicants and those applications are being reviewed to see which ones qualify.

5. Tourist Board Update

Tourism Manager Trigueros provided an update. The Tourist Board is targeting January to start working on a recovery plan for the business district and tourism post COVID. They are anticipating and hoping to be able to execute more initiatives by spring and summer; approved ideas will be brought before the Town Commission for additional funding approval to be able to support the businesses. He stated that this summer could be busy since it might be the first-time people will be able to get out which would mean more tourists.

Chair Meischeid asked regarding the doors at the Four Seasons being blocked off and if the restaurants are open.

Tourism Manager Trigueros stated that one of the restaurants closed in April or May and they are introducing a new concept/restaurant soon. He stated that the Peacock Alley entrance is closed for now.

Committee Member Rote spoke regarding the Find Surfy Scavenger Hunt idea and thought it was great.

Tourism Manager Trigueros stated that the Parks and Recreation Department came up with this interactive game with the residents and children which is being promoted through the website and Parks and Recreation Department.

Discussion took place among the Committee Members regarding the amount of tourism during these recent months, basic gift giveaways through the Tourist Board and finding local ways to activate the businesses.

6. Parking Vouchers and Incentives

Tourism Manager Trigueros stated that Commissioner Kesl gave some information regarding this item by helping businesses by looking at parking revenues as an

incentive for businesses to have better parking and initiatives. He stated that possibly deferring this item until Commissioner Kesl is able to attend.

Chair Meischeid asked Town Manager Hyatt if he had any information regarding this item.

Town Manager Hyatt stated that they are working on this and looking at gaining some traction.

Chair Meischeid stated that she believes this would help downtown businesses.

Tourism Manager Trigueros stated that the item will be brought to the Town Commission once the Committee provides a recommendation.

Committee Member Kula asked regarding if this Committee could designate a DVAC liaison to be present at the Commission Meetings.

Tourism Manager Trigueros stated that Commissioner Kesl would likely be able to provide further context at a future meeting since he was not in attendance tonight.

Further discussion took place among the Committee regarding parking in the business district, incentives to alleviate inconveniences to the businesses, as well as how to best present the issue to the Town Commission.

A motion was made by Committee Member Rote to recommend to the Town Commission a form of parking incentive to the businesses in Surfside in order to help alleviate the parking issues the businesses are encountering, seconded by Committee Member Kula. The motion carried with a 3-0 vote with Vice Chair Pashenko and Committee Member Cuenca absent.

7. Downtown District Survey

Tourism Manager Trigueros provided an update and gave a presentation on the DVAC survey and the questions that will be proposed. They are looking at deployment date of January 15, 2021 and they can continue to look at the questions and final approval.

Committee Member Rote agreed with the recommendation to be more specific with the reply options in questions gauging purchasing behavior across businesses on Harding. She also recommended a separate question specifically on the subject of take out and delivery given its popularity due to the pandemic.

Tourism Manager Trigueros stated that they will look into adding that as well.

Committee Member Kula stated he like the changes and the categories are more manageable. He stated if there is anything that they can put in there that have to do with décor or environmental related ideas like recycling, plastic straws, etc. He spoke about the cleanliness of the sidewalks at the businesses as well.

Tourism Manager Trigueros stated those are great points and he will incorporate those ideas and the aesthetics of the businesses as well.

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

Tourism Manager Trigueros addressed the comments made by Chair Meischeid regarding the reply options on questions gauging the frequency of purchasing visits to the district. He asked if they had time to look at the 2010 FAU downtown survey for further context.

Committee Member Rote stated that it had interesting information.

Committee Member Kula stated that it included sidewalk designs.

Chair Meischeid asked if Tourism Manager Trigueros could provide the Committee with a summary.

Tourism Manager Trigueros then screen shared the PowerPoint presentation overview of the 2010 survey, going over some of its key findings.

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

Tourism Manager Trigueros will tweak the questions to define the time frames for the category questions and bring back to the Chair for final approval. They are anticipating starting-distribution on January 15, 2021.

8. Revisiting: Harding Avenue Sidewalks, Art in Public Places

Tourism Manager Trigueros provided an update. He commented on the 2019 Public Works Beautification Study and the hefty price tag for some of the options encompassed. He recommended the Committee re-examine those options in case there is a recommendation they would like to make.

Chair Meischeid asked if the funding would come from the Resort Tax.

Tourism Manager Trigueros stated that funding request may need to go before the Town Commission.

Chair Meischeid spoke regarding the funding and the amount that is available in the Tourist funds.

Committee Member Kula spoke regarding the cost and the maintenance cost of the project and if it is a feasible financial expenditure.

Further discussion took place among the Committee Members regarding the cost and the lead time and where the funding would be coming from.

The following individual from the public spoke on the item:

George Kousoulas

Jeff Rose

Committee Member Kula responded to the comments made by George Kousoulas.

Chair Meischeid addressed the comments made by Jeff Rose regarding the parking issues and there is need for a wider sidewalk to make it easier to walk down Harding Avenue.

Committee Member Kula stated the parking dilemma is something difficult to fix and perhaps the Committee should consider ways of bringing pedestrian traffic from Collins to Harding Avenue.

Further discussion took place among the Committee Members regarding the parking issues and crosswalks for better walkability. One option is making the sidewalks wider by removing certain parallel parking spaces, but that could potentially create a parking deficiency.

Chair Meischeid asked how they can proceed at looking into sidewalk space and how to do it.

Committee Member Kula asked if that could be included in the survey. He requested that to be included in the survey and depending on what the survey brings back then they know what to recommend to the Commission. Centralized parking structure or specific removing street side parking to allow expanded sidewalk space.

Tourism Manager Trigueros stated they could include it on the survey but must come up with a specific recommendation that would go to the Town Commission. He addressed the comments made regarding the changes to the survey to add the parking situation and eliminate parking for additional sidewalk space.

Further discussion took place among the Committee Members regarding the parking situation in the Downtown district and how they address removal of parking for

additional sidewalk took place while they addressed the comments made by George Kousoulas.

Tourism Manager Trigueros summarized the art in public spaces conversation from the previous Committee, noting that there is nothing in the code that establishes a process by which to approve the art. He stated that he would send them the memo on this topic which appeared on the Town Commission January 2020 agenda. It included a recommendation to establish DVAC as a designated approval body for art displays via the special events permit.

Committee Member Rote likes the idea and would like to move forward with it, adding that it would help bring something exciting to Downtown. She stated that Bal Harbor has a similar display and program.

Chair Meischeid asked if such program could be executed everywhere in Downtown.

Tourism Manager Trigueros stated that they have limited space and area to place the art and gave different ideas of where they can place the art which includes windows of vacant businesses. He spoke regarding different designs and some of the options available.

Further discussion took place among the Committee Members and Tourism Manager Trigueros regarding different places and ideas to place the art.

A motion was made by Committee Rote to make a recommendation to the Town Commission to adopt a new art in public places process for applicant to go before DVAC to fill application for a temporary art installation and for approval, seconded by Committee Member Kula. The motion carried with a 3-0 vote with Vice Chair Pashenko and Committee Member Cuenca absent.

9. Future Meeting Date – March 18, 2021

Tourism Manager Trigueros advised the Committee of the next regularly scheduled meeting for March 18, 2021.

10. Public Comment – (3-minute limit)

There were no speakers during public comment.


11. Adjournment

A motion was made by Committee Member Kula to adjourn the meeting 7:27 p.m. The motion received a second Committee Member Rote. The motion carried with a 3-0 vote with Vice Chair Pashenko and Committee Member Cuenca absent.

Respectfully submitted:

Accepted this 18th day of March, 2021.


Marianne Meishcheid, Chair

Attest.

Evelyn Herbell
Deputy Town Clerk



Town of Surfside

BUDGET ADVISORY COMMITTEE MEETING MINUTES

February 17, 2021 – 4:00 p.m.

1. Call to Order/Roll Call

Chair Goldberg called the meeting to order at 4:01 p.m.

Present: Chair Sheryl Goldberg, Committee Member Andrew Craven, and Committee Member Diana Gonzalez.

Absent: Vice Chair Robert Cummings, Committee Member Lauren Bardos; and Commissioner Eliana Salzhauer

Also present were Town Manager Andrew Hyatt, and Assistant Town Manager Jason Greene.

2. Agenda and Order of Business

Chair Goldberg asked Town Clerk McCready regarding the rules for absences and removal of a committee member from a committee due to excessive absences.

Town Clerk McCready advised the Committee what the code states which is if any Committee or Board member has 3 consecutive absences in one calendar year that Board or Committee member may be removed.

3. Approval of Minutes: January 19, 2021 Budget Advisory Committee Meeting

A motion was made by Committee Member Craven to approve the January 19, 2021 Budget Committee Meeting Minutes as amended, seconded by Committee Member Gonzalez. The motion carried with a 3-0 vote with Vice Chair Cummings and Committee Member Bardos absent.

4. Service Liens Town Expense – Assistant Town Manager Jason Greene

Assistant Town Manager Greene presented the item and what other municipalities run into and it is common. He commented on the service liens report and it does involve multiple components.

Code Enforcement Manager Santos-Alborna spoke regarding the contract they currently have with the service lien company and the cost they charge to the Town. She also advised them of the flood fee the company charges as an administrative fee and the lien recording fees.

Assistant Town Manager Greene explained the process of collection.

Chair Goldberg asked where they stand on delinquencies.

Assistant Town Manager Greene addressed the comment made by Chair Goldberg and stated that for delinquencies a lien will be placed on the property and when the owner tries to sell the property the Town will get the monies owed due to the violation.

Code Enforcement Manager Santos-Alborna stated that she asked other municipalities as to their process, the charges they charge per incident and collection process.

Chair Goldberg stated her biggest concern is a specific property that owes (600 90th Street) a large amount of money and one does not know when they can get the monies back and is there any other way to collect the monies.

Code Enforcement Manager Santos-Alborna stated that possibly looking into adding it into the property taxes.

Assistant Town Manager Greene stated that they are looking into it with the legal department and the cost entailed involving staff, attorney's fees in comparison to the percentage we would be collecting.

Chair Goldberg stated she does like that idea and would like to see how to collect the large amount of monies owed.

Committee Member Gonzalez agrees looking into a way to possibly collect the monies owed and see if it is feasible.

Committee Member Craven stated that all they can do is make a recommendation to the Commission and possibly make a recommendation to the Commission to proceed with the legal dept for a cost benefit analysis specific for this address in the event it goes before the Commission as an agenda in the future due to the amount of money expended by the Town. He asked what is the most powerful recommendation they can make.

Town Clerk McCready stated that Assistant Town Manager Greene will provide the Commission Liaison Salzhauer and she will be able to provide her report to the Commission. She also stated that Commissioner Salzhauer apologized for not attending the meeting due to a family emergency.

Code Enforcement Manager Santos-Alborna stated they discussed adding code liens to property taxes not wait until the property was sold.

Assistant Town Manager Greene stated if they confirmed that with the town attorney to see if this is a viable action. He stated that if the committee is inclined, they can recommend that staff explore the option if this is something is feasible and report back after this is discussed the town attorney and the mechanism of how it would go about.

Committee Member Gonzalez stated if that option does not work find some other legal options the Town is able to do to collect the fines.

Chair Goldberg asked Carmen if she encountered the owner.

Code Enforcement Manager Santos-Alborna stated that she met the person living there, which is either the wife or ex-wife.

A motion was made by Committee Member Craven to recommend to the Commission to 1) coordinate with the Town Attorney to see if there is an economical way to have outstanding lien amounts rolled into property taxes and/or 2) have the Code Department and Town Attorney to see if there is another cost-effective method to reimburse the Town to service the property. Committee Member Craven rescinded his motion.

A motion was made by Committee Member Craven to request Town staff to compile a report to explore options with respect to recovering fines on properties owed to the Town, seconded by Committee Member Gonzalez. The motion carried with a 3-0 vote with Committee Member Bardos and Vice Chair Cummings absent.

5. Financial Position/Budget Overview Presentation – Assistant Town Manager Jason Greene

Assistant Town Manager Greene presented the item and provided a PowerPoint presentation to the Committee.

Chair Goldberg asked how the CARES Fund Act monies has been expended.

Assistant Town Manager Greene stated that it the funds have gone to purchase masks, laptops needed for the Building Department, police expenses and other expenses that were reimbursed by the Federal Government as well as Miami Dade County. The only monies they have not gotten back is the monies afforded to businesses under the CARES Act and they are waiting for reimbursement of those funds, which they will be getting 100% reimbursement.

Chair Goldberg asked regarding the \$3.0 million dollars.

Assistant Town Manager Greene addressed the question by Chair Goldberg. He continued presenting his item.

Committee Member Gonzalez asked how she can review the debt slide the Town has that he presented so they can consider it for the goals and objectives.

Assistant Town Manager Greene addressed the question asked by Committee Member Gonzalez.

Chair Goldberg asked when Assistant Town Manager Greene met with Senator Jason Pizzo if he will get some grants for the Town.

Assistant Town Manager Greene stated that the Senator does not do that, the Town has a lobbyist that will go and request the legislative appropriations the Town is requesting.

6. FY 2022 Budget Calendar

Assistant Town Manager Greene presented the FY2020 Budget calendar to the Committee and went through the detailed draft timeline.

7. FY 2022 Budget Cycle Visioning Workshop Part 1 - Assistant Town Manager Jason Greene

Assistant Town Manager Greene presented the item and gave examples. He stated that DVAC might recommend a walkability study.

Chair Goldberg thanked Assistant Town Manager Greene for the presentations.

Assistant Town Manager Greene stated that he wanted to give the Committee some examples and they all have the documents and they have homework to go through it and give staff their top 3 goals and objectives.

Committee Member Gonzalez stated that they do need time to review everything.

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

There were no public comments.

9. Adjournment

A motion was made by Committee member Craven to adjourn the meeting without objection at 5:09 p.m. The motion received a second from Chair Goldberg. The motion carried with a 3-0 vote with Vice Chair Cummings and Committee Member Bardos absent.

Accepted this 17th day of March, 2021.


Sheryl Goldberg, Chair
Budget Advisory Committee

Attest:

Evelyn Herbello
Deputy Town Clerk



MEMORANDUM

ITEM NO. 3E

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

From: Andrew Hyatt, Town Manager

Date: April 13th, 2021

Subject: GM Tennis

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 GM Sports has provided high quality Tennis Instruction for the Town's Parks and Recreation Youth Sports Programs. GM Sports holds Certifications from United States Professional Tennis Association, and United States Professional Tennis Registry.

Youth Tennis programs run annually for 3 seasons, Fall, Winter and Spring. Tennis runs 6 days a week for 8 weeks per session. The professional coaching and instruction provided by GM Tennis over the years have contributed to the long-time successful operations of the Youth Sports Programs. Tennis Programs are at maximum enrollment capacity during the course of the year. This year due to the Covid-19 Pandemic, we have used GM Tennis 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. Due to a high demand and popularity of the program, we have added 8 new classes (48 participants) to accommodate all the residents in our wait lists. Additionally, the Parks and Recreation Department will be utilizing GM tennis for a specialty outdoor spring break camp that will be offered to Residents only.

Youth Tennis is budget under Parks and Recreation (Other Contractual Service) for the full amount to operate the program annually. Commission previously approved \$32,000 for expenditures during the January 14th, 2021 commission meeting. Anticipated expenditures for the remaining year are estimated at \$42,500 (See attachment A). Revenue has decreased slightly due to the required lower number per sessions and the free Virtual Programing. Anticipated revenue for 2021 is \$41,500.

Staff request a motion to approve the resolution for additional \$10,500 expenditures funds for the remainder of the year to cover the cost for GM Tennis, waving the procurement for Youth Tennis. Authorizing for the approval of the expenditures for the 2020-2021 Youth Tennis \$42,500.

**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 1st 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 \$42,500.00 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 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 1st
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)

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING ADDITIONAL EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$10,500 TO EXPAND THE YOUTH TENNIS PROGRAM OPERATED BY GM SPORTS TENNIS, LLC.; 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 to operate the Town’s tennis program (“Program”); and

WHEREAS, on January 14, 2021, the Town Commission approved Resolution No. 2021-2754, which, among other things, approved an agreement with GM Sports Tennis, LLC. (“Contractor”) for the provision of the Program (the “Agreement”); and

WHEREAS, demand for the Program by the Town’s residents has exceeded projected demand, and as such, the Town’s Parks and Recreation Department added eight (8) new classes to the Program to accommodate demand; and

WHEREAS, in order to continue operating the Program, the Parks and Recreation Department must increase the maximum annual compensation for the Program by \$10,500, for a total of \$42,500 for fiscal year 2020-2021; and

WHEREAS, the Town Commission desires to authorize and approve additional expenditure of funds in an amount not to exceed \$10,500 for the expansion of the Program; 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. Approving and Authorizing Expenditure of Funds for Program Expansion. The Town Commission hereby approves and authorizes the additional expenditure of funds to expand the Program in an amount not to exceed \$10,500, increasing total compensation under the Agreement to \$42,500.

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to take any action which is reasonably necessary to provide additional expenditure of funds in an amount not to exceed \$10,500 for the Program and to implement the purposes of this Resolution, including executing an amendment to the Agreement or a new agreement evidencing the expansion of the Program and additional funding.

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

PASSED AND ADOPTED this 13th day of April, 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



MEMORANDUM

ITEM NO. 3F

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

From: Andrew Hyatt, Town Manager

Date: April 13, 2021

Subject: Resolution authorizing Investigative Mutual Aid Agreement between the Town of Surfside and Florida Department of Children and Families

It is the responsibility of the governments of the Town of Surfside, Florida, and Florida Department of Children and Families to ensure the public safety of their citizens by providing adequate investigative services to make the most efficient use of their powers by cooperation with other entities on a basis of mutual advantage and otherwise to comply with section 39.306, F.S. All parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of the Mutual Aid Agreement, including those of federal, state, and local agencies having jurisdiction and authority. All parties will comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The Mutual Aid Agreement specifies the circumstances and conditions under which mutual aid may be requested and rendered regarding law enforcement investigations.

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement and investigative agencies and the Florida Department of Children and Families has been one of them for years. The Town of Surfside and Florida Department of Children and Families are located in a way that it is advantageous and in their best interest to receive and extend mutual aid in the form of Investigative Services and Resources.

The new Mutual Aid Agreement between the Town of Surfside Police Department and the Florida Department of Children and Families will be in effect from the date of latter signing set forth herein or the date the Mutual Aid Agreement is signed by all parties. The Mutual Aid Agreement and any attached or incorporated documents are the entire agreement between the parties, superseding all prior discussions, representations, or

agreements of the parties related hereto. The Mutual Aid Agreement may only be modified by written agreement between the parties listed.

Town Administration recommends approval of the resolution to authorize the Mutual Aid Agreement between the Town of Surfside and Florida Department of Children and Families.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES FOR THE SHARING OF FLORIDA CRIMINAL HISTORY AND LOCAL CRIMINAL HISTORY INFORMATION FOR CHILD PROTECTIVE INVESTIGATIONS AND EMERGENCY CHILD PLACEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 39.306, Florida Statutes, the Florida Department of Children and Families (“DCF”) is tasked with entering into agreements with jurisdictionally responsible local police departments that assume the lead in conducting potential criminal investigations arising from allegations of child abuse, abandonment, or neglect; and

WHEREAS, the Town of Surfside (“Town”) Police Department is the jurisdictionally responsible local police department in the Town’s boundaries tasked with conducting child protective investigations; and

WHEREAS, in order to protect the health, safety, and welfare of the Town’s minors, the Town and DCF wish to enter into a Memorandum of Understanding to coordinate, cooperate, and share Florida criminal history and local criminal history information for child protective investigations and emergency child placement, in substantially the form attached hereto as Exhibit “A” (the “MOU”); and

WHEREAS, the Town Commission wishes to approve the MOU and 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. The above-stated recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The MOU, in substantially the form attached hereto as Exhibit “A,” is hereby approved.

Section 3. Authorization. That the Town Manager and/or Chief of Police are hereby authorized to execute the MOU in substantially the form attached hereto as Exhibit “A ”, subject

to any changes as may be approved by the Town Manager and Town Attorney as to legal sufficiency.

Section 4. Implementation. The Town Manager, Chief of Police and/or designees are authorized to take any and all action necessary to implement the purposes of this Resolution and the MOU.

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

PASSED AND ADOPTED this 13th day of April, 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

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by the **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES** (hereinafter, “DCF”); and

Surfside Police Department, the jurisdictionally responsible local police department, (hereinafter, Law Enforcement Agency [LEA]);

WHEREAS, the Parties seek to make the most efficient use of their powers by cooperation with other entities on a basis of mutual advantage and otherwise to comply with section 39.306, F.S.

NOW THEREFORE, the Parties agree as follows:

1. INITIAL TERM AND INTEGRATION

The initial term begins the latter of the date set forth herein or the date the MOU is signed by all Parties. The MOU and any attached or incorporated documents are the entire agreement between the Parties, superseding all prior discussions, representations, or agreements of the Parties related hereto.

2. PURPOSE

This MOU achieves the Parties’ duties under §39.306, F.S.

3. DEFINITIONS

Unless otherwise provided, definitions utilized in this agreement are found in §39.01, F.S.

“Criminal conduct” is defined in §39.301(2)(b), F.S.

4. THE PARTIES AGREE:

- a. The safety of the victim is of primary concern.
- b. To conduct joint investigations and share information on an on-going and continuous basis.
- c. To develop, implement, and provide training on joint investigative protocols and protocols for the assessment of family violence and sexual violence during abuse investigations and the assessment of abuse during investigations.
- d. To collaborate when a child is missing to timely ensure the child’s entry as a missing child in the Florida Crime Information System and the National Crime Information System, and exert due diligence in the child’s safe recovery. DCF and the LEA shall contemporaneously share information to aid in a safe recovery of the missing child.

5. THE LEA AGREES:

- a. Upon receipt of a written report of an allegation of criminal conduct from DCF, to review the written report to determine if criminal investigation is warranted. If the LEA pursues criminal investigation, it shall coordinate its investigative activities with DCF. The LEA shall immediately notify DCF in writing if it does not accept the case for criminal investigation.
- b. If the LEA pursues criminal investigation, to notify DCF when a protective investigator may interview the alleged perpetrator. The results of LEA interviews resulting from the criminal investigation shall be shared with DCF.
- c. To have procedures for accepting DCF information and transferring it to other appropriate law enforcement entities.
- d. Upon notice that a child is missing, to immediately inform all on-duty law enforcement officers of the missing child report, communicate the report to every appropriate law enforcement entity, and within 2 hours of receipt, transmit the report for inclusion within the Florida Crime Information Center and the National Crime Information Center database pursuant to section 937.021(4)(a), F.S. A court order is not a precondition for the acceptance of the report. Id.

6. DCF AGREES:

- a. To immediately forward allegations of criminal conduct to the LEA.
- b. To coordinate the protective investigation with the LEA.
- c. To immediately orally notify the LEA and provide a written report within three business days thereafter, upon learning:
 - i. The immediate safety or well-being of a child is endangered;
 - ii. The family under investigation is likely to flee;
 - iii. A child died as a result of abuse, abandonment, or neglect;
 - iv. A child is a victim of aggravated child abuse as defined in s. 827.03; or
 - v. A child is a victim of sexual battery or of sexual abuse.
- d. If requested by the LEA, DCF will not interview the alleged perpetrator except as authorized per 5.b.
- e. To assess the immediate safety of the children and take the necessary actions to ensure their continued safety. DCF will determine and implement the necessary services to support the family.
- f. To refer “false reports” to the LEA upon the consent of the person originally identified as the alleged perpetrator pursuant to section 39.205(8), F.S.
- g. To report all child-on-child sexual allegations to the LEA within 48 hours of receipt pursuant to section 39.201(2)(c)1., F.S.
- h. To timely provide records and any requested information to the LEA when a child has been reported missing.

7. SUSPENSION AND TERMINATION

Any Party may, at its sole discretion, suspend any or all activities under the MOU and may terminate the MOU with 30 days advance written notice to the other Parties.

8. NOTICES

All notices required under the MOU must be delivered in writing to the designated contact person in a manner identified by the DCF. The initial designated contact person for each party is their signatory to this MOU. A designated contact person may be changed by notice.

9. COMPLIANCE WITH LAWS

The Parties will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of the MOU, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Parties will comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

10. DISPUTE RESOLUTION

Any dispute concerning the MOU will be discussed among the Parties. Unless resolved by the Parties, the matter will be decided by the Department's designated contact person, who will reduce the decision to writing and deliver a copy to the Parties.

11. ASSIGNMENT

Except for transfers of the Department's responsibilities due to a Department statutory reorganization, such as a transfer under section 20.06, Florida Statutes, the Parties will not sell, assign, or transfer any of their rights, duties, or obligations under the MOU without the prior written notice to and approval of the other Parties.

12. MODIFICATION AND SEVERABILITY

The MOU may only be modified by written agreement between the Parties.

13. INDEMNIFICATION

To the extent permitted by Florida law, each Party agrees to indemnify, defend, and hold the other Party and their officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the other Party, their employees, agents, subcontractors, assignees, or delegates related to the MOU. The MOU does not constitute a waiver of sovereign immunity or consent by LEA, DCF, the State of Florida, or its subdivisions, to suit by third parties.

EACH PARTY AGREES TO THIS MOU BY SIGNATURE BELOW.

AGREED AND ACKNOWLEDGED this ____ day of _____ 2021

Andrew Hyatt
Town Manager
Town of Surfside, Florida

Raeann Bacchus, M.S.
Florida Department of Children
and Families
Regional Managing Director
Southern Region

Julio Yero
Chief of Police
Town of Surfside, Florida

Sandra Nova
Town Clerk
Town of Surfside, Florida

APPROVED AS TO FORM AND LEGAL SUFFICENCY:

Wiess, Sorota, Helfman, Cole &
Bierman, P.L.
Town Attorney,
Town of Surfside, Florida



TOWN OF SURFSIDE
PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN
REQUEST FORM
OFFICE OF THE TOWN CLERK

Request for: Proclamation __x_ Certificate ___ Key ___ Brick ___ (check one)

Received on:
March 19, 2021

Date of Request: ___ March 19, 2021 _____

Name of Requestor: Public Works Department _____

Organization: _____

Address: ___ 9293 Harding Avenue Surfside, FL. 33154 _____

Phone / E-Mail: ___ fduval@townofsurfsidefl.gov _____

Name of Individual / Organization to be honored:

Title for Proclamation or Certificate:
___ Arbor Day _____

Date of Recognition: April 26, 2021 _____

Reason for Recognition (Please attach 4 – 6 "whereas clauses" as draft text for a Proclamation):
___ Annual Tree-City Re-Certification _____

- Document is to be:
• Presented at a Commission Meeting in ___ April 2021 _____ (month / year)
• Presented at the following event _____ (Please attach event information to the request form)
• Picked up by _____ on _____ (date)

Administrative Use Only
Proclamation ___ Certificate ___ Key ___ Coin ___
Approved: Yes ___ No ___ If no, state reason: _____
Approved Date: _____
Date Submitted for Mayor's Signature: _____
Date Issued: _____
Completed by: _____

RESOLUTION NO. 2021 - _____

A RESOLUTION OF THE TOWN OF SURFSIDE ADOPTING A PROCLAMATION HONORING THE IMPORTANCE OF TREES FOR THE TOWN OF SURFSIDE’S COMMUNITY AND ENVIRONMENT AND ENCOURAGING THE PLANTING OF TREES; PROCLAIMING APRIL 26, 2021 IN THE TOWN OF SURFSIDE AS “ARBOR DAY”; PROVIDING APPROVAL AND AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, as trees grow, they help stop climate change by removing carbon dioxide from the air, storing carbon in the trees and soil, and releasing oxygen into the atmosphere; and

WHEREAS, trees in our town increase property values, enhance the economic vitality of the business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal; and

WHEREAS, the Town Commission of the Town of Surfside, hereby proclaims April 26, 2021 as “Arbor Day,” and

WHEREAS, the Town Commission urges all citizens to celebrate Arbor Day and the importance of trees, and to support efforts to protect our trees and natural habitats; and

WHEREAS, the Town Commission urges all citizens to plant trees to promote the well-being of this and future generations.

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

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

Section 2. Approval and Authorization. The Town Commission approves and authorizes the Town Manager and/or his designee to take all actions necessary to implement this Resolution to proclaim April 26, 2021 as “Arbor Day” in the Town of Surfside (Attachment “A”).

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

PASSED AND ADOPTED this 13th day of April, 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
FOR THE TOWN OF SURFSIDE ONLY:**

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



MEMORANDUM

To: Mayor and Town Commission
Andrew Hyatt, Town Manager
Jason Greene, Assistant Town Manager /CFO

From: Lillian M. Arango, Esq.
Weiss Serota Helfman Cole & Bierman, P.L.

Date: April 13, 2021

Subject: Resolution Authorizing Additional Expenditure of Funds to Special Counsel, Leech Tishman Fuscaldo & Lampl, in Connection with the Appeal of the Federal Aviation Administration's (FAA's) South Central Florida Metroplex Project (Metroplex), for Legal Fees and Consultant's Services for Phase 1 Metroplex Flight Procedure Assessment.

Background. Pursuant to the direction of the Town Commission on November 12, 2020, the Town of Surfside ("Town") engaged special counsel, Leech Tishman Fuscaldo & Lampl ("Special Counsel"), to draft and file a Petition for Review challenging the FAA's Final Environmental Assessment and Finding of No Significant Impact issued in connection with the approval and implementation of the South Central Florida Metroplex Project ("Metroplex"), which proposed new flight procedures for South Florida. The Town Commission's authorization also included the engagement of an aviation and noise expert to assess the Metroplex's impacts on Surfside and its residents. On December 14, 2020, the 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 Metroplex. The Town's Special Counsel participated in a Notice of Telephone Assessment Conference with the FAA on March 1, 2021. The FAA announced that it will commence implementing Phase 1 of the Metroplex project on April 22, 2021; in response, the Town's Special Counsel requested a stay of the implementation from the FAA and US Department of Transportation (to be followed by a motion for stay to the Eleventh Circuit Court if not granted). On April 6, 2021, the Eleventh Circuit Court entered an Order granting all motions for consolidation of petitioners' cases (Surfside, Village of Indian Creek, City of North Miami, City of North Miami Beach, Friends of Biscayne, North Bay Village, Village of Biscayne Park, and Bay Harbor Islands), extending the briefing schedule, and allowing for the filing of oversized briefs. The deadline for filing the initial brief by all petitioners is May 9, 2021.

In order to file its brief and properly challenge the FAA's Final Environmental Assessment and Finding of No Significant Impact, Special Counsel has retained the services of an

expert consultant, JDC Aviation Technology Solutions, to assess the FAA's findings and perform an assessment of impacts, noise and otherwise, to Surfside and neighboring Indian Creek. Pursuant to the Phase 1 services, the consultant will assess the impacts of the Metroplex on the Town and its residents, and Indian Creek (Phase 1), including an analysis and comparison between the existing flight procedures and the proposed Metroplex flight procedures. Phase 1 of the consultant's services are estimated at \$36,440 for the Town (one half of the fees paid by Indian Creek), of which the Town has paid the Special Counsel \$20,000 to date. Total fees paid to the Special Counsel to date are \$24,454, which include legal fees and the outside consultant services initial payment of \$20,000 on the Phase 1 assessment.

In the near future, the Town will need to incur additional legal fees in connection with the filing of a motion to stay the FAA's implementation of the Metroplex and the filing of its appellate brief with the Eleventh Circuit Court (which will necessitate expert assessment of the Metroplex impacts). The attached Resolution requests authorization to expend ongoing legal fees and outside expert consultant services fees for Phase 1 assessment up to the estimated amount of \$35,000.

Budget Impact. In addition to the current to date expenditures of \$24,454, it is estimated that the Town will need to expend funds for additional legal fees and outside expert consultant services fees for the Phase 1 assessment up to the estimated amount of \$35,000.

Recommendation/Consideration. In order to continue with the Town's appeal and challenge to the FAA's Metroplex project (including next stages of appeal and litigation), Commission approval and authorization is needed in the attached Resolution providing for expenditure of funds to the Special Counsel for ongoing legal fees and outside expert consultant services fees for the Phase 1 assessment up to the estimated amount of \$35,000.

Reviewed by: JG
Prepared by: LMA

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING AND APPROVING ADDITIONAL EXPENDITURE OF FUNDS TO SPECIAL COUNSEL, LEECH TISHMAN FUSCALDO & LAMPL, IN CONNECTION WITH THE APPEAL OF THE FEDERAL AVIATION ADMINISTRATION'S (FAA'S) SOUTH CENTRAL FLORIDA METROPLEX PROJECT (METROPLEX), FOR LEGAL FEES AND CONSULTANT'S SERVICES FOR PHASE 1 METROPLEX FLIGHT PROCEDURE ASSESSMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to the direction of the Town Commission on November 12, 2020, the Town of Surfside ("Town") engaged special counsel, Leech Tishman Fuscaldo & Lampl ("Special Counsel"), to draft and file a Petition for Review challenging the FAA's Final Environmental Assessment and Finding of No Significant Impact issued in connection with the approval and implementation of the South Central Florida Metroplex Project ("Metroplex"); and

WHEREAS, in addition to legal fees incurred by the Special Counsel, it was necessary for the Special Counsel to engage a consultant or expert, JDA Aviation Technology Solutions ("Consultant"), to assess the impacts of the Metroplex on the Town and its residents (Phase 1), including an analysis and comparison between the existing flight procedures and the proposed Metroplex procedures; and

WHEREAS, the Consultant's fees for Phase 1 of the assessment services to the Town are estimated to be \$36,440, of which the Town has paid the Special Counsel \$20,000 to date, with a remaining balance of \$16,440 due at the end of the Phase 1 assessment; and

WHEREAS, the Town Commission wishes to authorize additional expenditure of funds to the Special Counsel for ongoing legal fees and the remaining balance for Phase I of the

Metroplex flight procedure assessment to be performed by the Consultant, for a total amount of \$35,000; and

WHEREAS, the Town Commission desires to authorize and approve additional expenditure of funds in an amount not to exceed \$35,000 for legal fees to the Special Counsel and the remainder of Consultant's fees for Phase 1 of the assessment; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest, health 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. Approving and Authorizing Expenditure of Funds to Special Counsel for Legal Fees and Consultant's Services. The Town Commission hereby approves and authorizes the additional expenditure of funds to the Special Counsel in an amount not to exceed \$35,000 for additional legal fees and the remainder of the Consultant's fees for the Phase 1 assessment.

Section 3. Implementation. The Town Commission hereby authorizes the Town Manager to expend additional funds as provided in this Resolution and implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of April, 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**

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

MEMORANDUM

Agenda #:

Date: March 9, 2021

From: Vice Mayor Tina Paul

Subject: Resolution adopting a Civility Pledge by Town Officials

Objective – To enact thoughtful discussion and debate of governmental issues facing the Town of Surfside with a pledge to conduct all public discourse in a civil manner with a focus on governmental issues and not personal issues by elected officials when engaging in all forms of public communication.

Consideration – The Town Commission has been in office for one of its two-year term. During that year public meetings have on occasion included unnecessary and improper displays of temper and other actions causing dismay to the citizens and residents in attendance and those observing via electronic means and have led to many solicitations for codes of conduct to be enacted to ensure an improved public meeting process for all involved.

This process can be improved by enacting a civility pledge so that public discourse and communication focuses on governmental issues and not personal issues. The pledge will further ensure that the elected officials treat one another with respect and courtesy and extend the same behavior and attitude toward citizens, residents and observers of such public discourse, and extend the same behavior toward the elected officials and Town staff of the Town of Surfside.

Recommendation – Accept and implement this Civility Pledge to improve relations among the Mayor and Town Commission toward one another, the public, and Town staff to ensure civility at public meetings and when utilizing Town resources or communications.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A CIVILITY PLEDGE FOR ELECTED OFFICIALS ENGAGED IN PUBLIC DISCOURSE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in Florida, county and municipal governments feature elected legislative and representative bodies known as commissions and councils, that meet regularly in public in accordance with state public meeting laws to conduct business, govern collectively and administer as necessary; and

WHEREAS, public meetings have on occasion included unnecessary and improper displays of temper and other actions causing dismay to the elected officials, town staff and residents in attendance and those observing via electronic means and have led to many solicitations for codes of conduct to be enacted to ensure an improved and efficient public meeting process for all involved; and

WHEREAS, elected officials, citizens and residents now routinely communicate and engage in public dialogue via electronic communications such as social media posts and public discourse has upon occasion included unnecessary and improper displays of temper and other actions causing dismay to the elected officials, citizens and residents; and

WHEREAS, one means for this improvement is a civility pledge, wherein the Mayor and the Town Commission of the Town of Surfside (“Town”) adopt the pledge toward one another, toward the public, and toward staff with an understanding that the public and staff will further abide by the same pledge and in doing so ensure a civil discourse at public meetings or when communicating utilizing Town resources or communication means; and

WHEREAS, the Town wishes to adopt a civility pledge so that public discourse and communication focuses on the governmental issues and not personal issues, and to ensure that the elected officials treat one another with respect and courtesy and extend the same behavior and attitude toward citizens, residents and observers of such public discourse; and

WHEREAS, the result of this pledge and its enactment will be the promotion of thoughtful debate and discussion of legislative issues facing the Town and that in setting this public example there will be more deliberative, thoughtful and issue-based consideration of the matters before the Town Commission, and that better policies will result along with a more informed electorate; and

WHEREAS, the Town Commission is committed to the practice of civility in government and wishes to adopt a pledge of civility to be adhered to by all elected officials of the Town.

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

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

Section 2. Adoption of Civility Pledge. The Mayor and Town Commission hereby adopt the following civility pledge:

“To my colleagues and to all those whom I represent and serve, I pledge to conduct all public discourse at public meetings and when communicating utilizing Town resources or communications, with fairness, integrity, and civility in all actions taken and all public discourse made by me as a public servant. Furthermore, I pledge to promote and act with courtesy and respect towards all members of the Commission, Town staff, and the public, and ask the public to do the same toward the Commission, each other, and toward Town staff. I will be respectful of my colleagues, even when we disagree. I will direct all comments toward the issues and will avoid personal attacks towards my colleagues and the public.”

This civility pledge will be communicated to all those in attendance at public meetings including the elected officials, staff and audience, both physically in attendance and virtually.

Section 3. Implementation. The Mayor and Town Commission have adopted a civility pledge and do hereby commit to its full enforcement for all public discourse.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED on this _____ day of March, 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



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: April 13, 2021
Subject: Fourth of July Fireworks

The Town of Surfside signed a 3-year contract with Zambelli Fireworks in 2019 (Attachment A), a nationally reputable fireworks company to execute the fireworks display for the July 4th Event. The firework show is a 12 to 14-minute hand fired display consisting of 655 2-inch shells and 1350 multi-shot cases launched. The display is scheduled to take place each year on July 4th at 9:00pm. The current year is the final year of this contract.

For the 4th of July event the Community Center hosts an all-day event concluding with a capstone display of fireworks organized by a nationally recognized fireworks company that understands the importance of providing top-notch quality service. In addition to the fireworks display, other activities planned for the Fourth of July celebration include: live band, swim races, DJ/MC, giveaways, children arts and crafts, and raffles.

Total cost of the fireworks display is \$13,000 for the prior year's displays. Budget for the display is from the "Promotional Activities-Special Events" account for \$13,000 from the Resort Tax Fund-Tourist Bureau. Please note, the firework show for 2020 was canceled due to the Covid-19 pandemic and the Town wasn't responsible for any cost. For this upcoming 4th of July, staff has been in communication with Zambelli about the possibility of upgrading this year's show. Zambelli has proposed an upgrade that will extend the show from 12-14 minutes to an 18 to 20-minute show. The new proposal will consist of 1,180 2-inch shells and 2,694 multi-shot cases launched for a total cost of \$20,000 (Attachment B). The additional \$7,000 for the extended show will come from events that were not able to be held either in full or part.

Town Administration is requesting authorization to execute the Covid-19 contract addendum (Attachment C) to cover the \$20,000 for the handheld firework show located on the beach.

Reviewed by: AH/JG

Prepared by: TM/RF

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 26th day of April, 2019, by and between:

Zambelli Fireworks Manufacturing Co. of New Castle, Pennsylvania (hereinafter referred to as "Zambelli"),

-AND-

Town of Surfside, FL (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and

WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a 12-14 minute fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof as Exhibit "A"] (hereinafter referred to as the "Display") to be exhibited on the display dates set forth below (hereinafter referred to as the "Display Date"), or on the postponement dates set forth below (hereinafter referred to as the "Postponement Date") if the Display is postponed as provided herein, which Display Date and Postponement Date have been agreed upon at the time of signing this Contract. The term of this Contract is from the Effective Date through completion of the Display in 2021 (the "Term").

First Year Display Date: July 4, 2019

First Year Postponement Date: July 5, 2019

Second Year Display Date: July 4, 2020

Second Year Postponement Date: July 5, 2020

Third Year Display Date: July 4, 2021

Third Year Postponement Date: July 5, 2021

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 5 and 6 below.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$13,000 for each Display Date during the Term of this Contract (hereinafter referred to as the "Purchase Price"). For the First Year Display Date, fifty percent (50%) of the Purchase Price is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the First Year Display Date. For the Second Year and Third Year Display Dates, a fifty percent (50%) of the Purchase Price is due on or before June 1 of each calendar year and the balance of the Purchase Price is due at noon three (3) days prior to the Second Year and Third Year Display Dates. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other

than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

5. Client agrees to meet all deadlines outlined in the Design and Production Provisions, which has been provided to Client, including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.
 - (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, and state permits, and arrange for any security bonds or insurance as required by law. In addition Zambelli will notify and obtain permission from the FAA to display fireworks. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police and monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and there will be no refund of the Deposit or fifty percent (50%) of the Purchase Price, whichever is greater.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:

- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) days prior the Display to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character or performance of the Display.
 13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
 14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction"). The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.
 15. This contract shall be deemed made in the State of Florida and shall be construed in accordance with the laws of the State of Florida, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the State of Florida and the Federal District Court for the Southern District of Florida to decide all disputes regarding this Contract.
 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake,

flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.

21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to: Town of Surfside 9293 Harding Ave. So.- Surfside, FL 33154
23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
24. The terms of the Addendum attached hereto as Exhibit B are incorporated herein as though fully set forth herein.

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above

written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY

BY

date

date

PRINT

PRINT

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

1060 Holland Drive- Suite J

Boca Raton, FL 33487

561-395-0955

FAX 561-395-1799

Zambelli

FIREWORKS

Fireworks Proposal Town of Surfside, FL July 4th, 2021



Zambelli Fireworks

Tony Sawdey- Project Manager

218-820-2372

Boca Raton, Florida

Zambelli

FIREWORKS

FIREWORKS PROPOSAL

Show Date: July 4, 2021

All inclusive Budget and Duration: \$20,000, 18 - 20 minute
Hand fired display

Location: 9301 Collins Ave- Surfside, FL

Insurance Liability Coverage: \$10 Million dollars per incident clause to cover the Fireworks Display. Zambelli uses the highest insurance premium in the industry, only offered to "AAA" rated companies.

Permits: Zambelli Fireworks will work with the local Fire, Police and the environmental groups to secure all needed security and safety plans.

Transportation Liability Coverage: \$5 Million dollars as required by United States Department of Transportation. (DOT)

Workers Compensation: Pyrotechnicians will meet all of the requirements of the Workers Compensation Laws of Florida.

Transportation: Fireworks and equipment will be delivered by qualified CDL drivers with Haz-Mat endorsed licenses as required by US DOT.

Personnel: Zambelli Certified Pyrotechnicians and Trained Assistants; no subcontractors used.

Safety Procedures: Zambelli Fireworks adheres to all safety regulations. NFPA 1123 code will be strictly enforced.

Terms: 50% deposit at signing of the contract. Balance due at completion of each display, as invoiced by Zambelli

Zambelli

FIREWORKS

Detailed Plan For the Fireworks Display

Proposed Show Segments

OPENING: An opening barrage is designed to attract the attention of the audience and entice them to pay attention... "The show has just begun!" The opening barrage for the display will certainly impress as multiple shots of comet tails and aerial effects will fill the night's air. As the opening barrage grows, the intensity of colors and sound will permeate the skies. **30 seconds.**

FEATURE PRESENTATION: The main body of the fireworks display should not be just one shell fired one after another. It's about rhythm, timing, and spacing the perfect effects with one another and building themes throughout the show. Some fireworks are designed to have extreme intensity while others are designed to slow the pace down with slower, softer effects. The design team hand picks every product used to ensure there are nearly no duplicates of tableaux throughout the program. The audience will enjoy a fully designed display. The intensity will continue to grow until.... **18 Minutes.**

...**the GRAND FINALE:** and it will be GRAND!

Human nature is to remember things last experienced. The Grand Finale is what people will remember the most about a fireworks production. A poor finale will leave an audience disappointed. Zambelli Fireworks has a long tradition of supplying the biggest and best Finales in the industry. It will be loud, it will be full of vibrant colors, it will be long, and it will leave a lasting impression. Hundreds of shots and effects of multi-color shells, gold and silver sparking lights, gold brocade crown shells and other effects coupled with chest-pounding titanium-salutes will be the magical ending of the grand display. The finale will be fired with multiple products and effects to cover every inch of sky. **30-45 seconds.**

Zambelli

FIREWORKS

Surfside, FL Shell Listing Comparison

MATERIAL LIST

July 4, 2021

SHELL DESCRIPTION	QUANTITY	\$13,000	\$20,000
<u>Opening</u>			
2 Inch Assorted Finale Shells	40		132
2.5 Inch Assorted Finale Shells	0		0
<u>Body</u>			
2 Inch Assorted Shells	300		516
2.5 Inch Assorted Shells	0		180
<u>Finale</u>			
2 Inch Assorted Finale Shells	300		352
2.5 Inch Assorted Finale Shells	0		90
Totals	640		1,180
<u>Multi shot Devices- Totaling</u>	1350 shots		2,694shots

Zambelli

FIREWORKS

Zambelli Fireworks Team

Danielle Fredrickson

Office Manager/ Inside Sales/
Customer Service

Office: 561-395-0955

dfredrickson@zambellifireworks.com

Tony Sawdey

Project Manager/ Sales/
Certified Technician

Cell: 218-820-2372

tsawdey@zambellifireworks.com

Proposed Launch Site



ZAMBELLI FIREWORKS MANUFACTURING CO.
Contract Addendum
COVID-19—Display Cancellation/Postponements

This addendum will amend the original contract dated April 26, 2019 between Town of Surfside, FL and **Zambelli Fireworks**.

Because of continued uncertainty regarding COVID-19, Zambelli Fireworks will implement the following terms regarding 2021 displays:

- **Per contract**, a 2021 display, unless contracted otherwise, will require a 50% deposit.
- **A COVID- caused cancellation prior to 30-days** of a display will not result in the contractual cancellation/postponement fees identified in the contract.
 - Exceptions include reimbursement for possible expenses (barge rental/truck rental etc.) that are communicated requiring a timelier notification as agreed between the customer and Project Manager.
 - The deposit will be retained by Zambelli Fireworks to be used for either a 2021 postponement date or for a rescheduled display in 2022. If an exception is required, the Project Manager will work with the Client to resolve amicably.
- **Cancellation WITHIN 30-days of the display date** will revert to the terms of the original contract. Project Managers will work in a congenial manner to minimize the potential for these expenses including agreement to implement a 2021 or 2022 postponement. If not possible, cancellation fees will be deducted from the deposit.
- **Section 20 of the contract** details the items that may require use of the force majeure exception from either party having to comply with other terms of the contract. For both parties, this addendum specifically recognizes that circumstances resulting from disruptions due to the Coronavirus pandemic are also potential force majeure items.

This addendum is made effective as of the date of signature by both parties. All other terms and conditions of the current contract agreement shall apply to this addendum.

FOR: **Client**

FOR: **Zambelli Fireworks Manufacturing**

BY _____

BY _____

(Date)

(Date)

Printed Name and Title

Printed Name and Title

RESOLUTION NO. 2021- _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH ZAMBELLI FIREWORKS MANUFACTURING CO. FOR 2021 FOURTH OF JULY FIREWORKS SHOW SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 3, 2019, the Town of Surfside (the “Town”) entered into an Agreement with Zambelli Fireworks Manufacturing Co. (“Contractor”) for 2021 Fourth of July fireworks show services (“Agreement”); and

WHEREAS, due to the COVID-19 health pandemic, the July 4, 2020 fireworks show was suspended and the parties now wish to resume with the scheduled July 4, 2021 fireworks show, with protections in place to ensure COVID-19 guidelines and safety precautions are taken; and

WHEREAS, the Town desires to amend the Agreement by approving the First Amendment to the Agreement, attached hereto as Exhibit “A”, which incorporates and attaches thereto the Contractor’s Contract Addendum for COVID-19 Display Cancellation/Postponement (“Exhibit “A-1”) and the 2021 Fireworks Proposal (Exhibit “A-2”) (collectively, the “First Amendment”), in order to: (1) modify the scope of services for the July 4, 2021, fireworks show and (2) increase compensation to account for the expanded scope of services by \$7,000, for a total of \$20,000; and

WHEREAS, the Town Commission finds that the First Amendment is in the best interest and welfare of the Town and wishes to approve same in substantially the form attached hereto as Exhibit “A.”

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

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

Section 2. Approval and Authorization. The First Amendment between the Town and Contractor, in substantially in the form attached hereto as Exhibit “A”, is hereby approved. The Town Commission authorizes the Town Manager to execute the First Amendment on behalf of the Town, together with such non-substantive changes as may be approved by the Town Manager and Town Attorney for legal sufficiency.

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

Section 4. Effective Date. This Resolution will become effective upon adoption.

PASSED AND ADOPTED on this 13th day of April, 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

FIRST AMENDMENT TO AGREEMENT

TOWN OF SURFSIDE

AND

ZAMBELLI FIREWORKS MANUFACTURING CO.

FOR FOURTH OF JULY FIREWORKS SHOW SERVICES

THIS FIRST AMENDMENT TO AGREEMENT (this "First Amendment ") is entered into this ____ day of _____, 2021, by and between the **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (hereinafter the "Town"), and **ZAMBELLI FIREWORKS MANUFACTURING CO.**, a Pennsylvania corporation authorized to do business in the state of Florida (hereinafter the "Contractor").

WHEREAS, the Town and the Contractor entered into that certain Agreement dated May 3, 2019 (the "Agreement"), for Fourth of July fireworks show services within the Town (the "Services"); and

WHEREAS, due to the COVID-19 pandemic, the Town and the Contractor mutually agreed to suspend the provision of the Services for the scheduled July 4, 2020, firework show; and

WHEREAS, the Town and the Contractor desire to reinstate the provision of the Services scheduled for July 4, 2021, desire to approve the Contract Addendum for COVID-19 Display Cancellation/Postponement attached hereto as Exhibit "A-1", and further desire to expand the scope of the Services scheduled July 4, 2021 firework show, as further described in the 2021 Fireworks Proposal attached hereto as Exhibit "A-2"; and

WHEREAS, in order to expand the scope of Services for the July 4, 2021 fireworks show, the Town desires to increase compensation for the 2021 fireworks show by \$7,000, for a total of \$20,000; and

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein, the parties do hereby agree as follows:

1. **Recitals Adopted.** The above recitals are true and correct and are incorporated herein by this reference. All initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Agreement.
2. **Contract Addendum COVID-19 - Display Cancellation/Postponement.** The Contract Addendum COVID-19 – Display Cancellation/Postponement proposed by the Contractor and attached hereto as Exhibit "A-1" is hereby approved.
3. **Scope of Services.** Section 1 of the Agreement governing the scope of Services is hereby amended to incorporate the expanded 2021 Fireworks Proposal, attached

hereto as Exhibit "A-2" for the Services scheduled for the July 4, 2021 fireworks show.

4. **Compensation.** Section 4 of the Agreement governing compensation is hereby amended to increase compensation for the Services scheduled July 4, 2021, by \$7,000, for a total of \$20,000.
5. **Conflict; Amendment Prevails.** In the event of any conflict or ambiguity between the terms and provisions of this First Amendment and the terms and provisions of the Agreement and any prior amendments, the terms and provisions of this First Amendment shall control.
6. **Agreement Ratified.** Except as otherwise specifically set forth or modified herein, all terms and pricing in the Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

TOWN:

TOWN OF SURFSIDE, FLORIDA, a Florida
municipal corporation

By: _____
Andrew Hyatt, Town Manager

Date Executed: _____

Attest:

Town Clerk

Approved as to Legal Form and
Legal Sufficiency:

Town Attorney

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

CONTRACTOR:

Witnesses:

ZAMBELLI FIREWORKS MANUFACTURING
CO., a Pennsylvania corporation

By: _____

Print Name: _____

Name: _____

Title: _____

Date Executed: _____

Print Name: _____



MEMORANDUM

ITEM NO. 5C

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

From: Andrew Hyatt, Town Manager

Date: April 13, 2021

Subject: Retainer Recommendations for Engineering Services Pertaining to Utilities, Stormwater and Geographical Information Systems (GIS)

Calvin Giordano and Associates (CGA), is currently retained for Utilities, Stormwater and GIS engineering services as needed and required for engineering services extension of staff support. As part of RFQ No. 2020-06 Continuing Engineering Services, of the eight (8) contracted firms, the following firms were selected for proposal requests for Utilities (Water & Sewer), Stormwater, and Geographical Information Systems (GIS):

- Keith Engineering
- Nova Consulting
- 300 Engineering
- Kimley-Horn
- Alvarez Engineering

Town staff reviewed submitted proposals and held evaluation meetings with respective firms in order to evaluate qualifications and compose scope alignment based on Town current and future needs. Refer to **Exhibit A** – “Engineering Firms Evaluation Rankings”.

Based on the evaluations, Town staff recommends to proceed with awarding retainer contracts for each respective service as follows:

- Keith Engineering: Stormwater engineering retainer services
- Nova Consulting: Utilities engineering retainer services
- Kimley-Horn: Geographical Information Systems (GIS)

The total annual sum of retainer services (on a full fiscal year basis) for all three firms is \$127,169.88. The GIS retainer agreement will also include a one-time lump sum payment of \$8,860.00 related to transitioning of existing GIS data. Currently, CGA remains on a “time and materials” basis in order to fulfill needs until other firms are engaged. CGA’s annual retainer for engineering services was \$83,468.04 prior to contract cancellation. An 8-month transition period is projected in order to finalize current active regulatory and compliance items being tasked and reported by CGA.

Staff administration recommendation is to proceed with evaluation recommendations per **Exhibit A** – “Engineering Firms Evaluation Rankings” and to authorize to proceed with contracting with respective firms for a yearly lump sum as follows:

- Keith Engineering, Stormwater engineering retainer services, \$24,000.00
- Nova Consulting, Utilities engineering retainer services, \$45,0090.84
- Kimley-Horn, Geographical Information Systems (GIS), \$58,160.04

Contract terms are recommended to be continuous unless terminated by the Town. There is sufficient funding in the FY 2021 budget to cover these retainer services through the end of the fiscal year without a budget amendment.

Reviewed by: JG

Prepared by: HG



Town of Surfside
Public Works Department
Engineering Firms Evaluation Rankings

	Short-listed Firms for Retainer					Existing Retainer
	Keith Engineering	Nova Consulting	300 Engineering	Kimley-Horn	Alvarez Engineering	Calvin Giordano & Asc.
Geographical Information Systems						
Ranking (1 being Staff Recommendation)	NA	2	3	1	4	
Obtain current Data from current holder (Calvin Giordano and Associates) and store in provided system by firm		x	x	x	x	x
System Update		x	x	x	x	x
Monthly Data Hosting and Storage		x	x	x	x	x
Maps and Reports		x	x	x	x	x
Emergency Recovery and Response		x	x	x	x	
Periodic Updates		x	x	x	x	x
Stormwater						
Ranking (1 being Staff Recommendation)	1	NA	NA	2	NA	
National Pollutant Discharge Elimination Systems (NPDES) and Stormwater Regulatory Monitoring and Compliance Reporting	x			x		x
Illicit Discharges and Illegal Connections Reporting	x			x		x
Stormwater GIS	x			x		x
Water & Sewer (Utilities)						
Ranking (1 being Staff Recommendation)	NA	1	2	NA	NA	
Documentation and Reporting Required by Consent Decree; Documentation and Reporting Required by Consent Agreement		x	x			x
Certification of Nominal Average Pump Operating Time (NAPOT) Report Review		x	x			x
Certification of Adequate Treatment and Transmission Capacity		x	x			x
Analysis and Graphing of Sewage Flow v Rainfall; Inflow & Infiltration Analysis; Analysis of Water v Sewer		x	x			x
Billing Review for Utilities		x	x			
Water Distribution and Consumption Duties		x	x			x
Compose and Submit Annual Capacity, Management, Operation, and Maintenance (CMOM) Plan Report		x	x			x
Monthly Operation Report (MOR)		x	x			x
Fats, Oils, and Greases (FOG) Report		x	x			x
Sanitary Sewer Evaluation Survey (SSES) Report		x	x			x
Public Records Request		x	x			
Utilities GIS		x	x	x	x	x

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KEITH AND ASSOCIATES, INC. FOR STORMWATER ENGINEERING RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of Keith and Associates, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective February 16, 2021, for such services executed by the parties (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide stormwater engineering retainer services ("Services"); and

WHEREAS, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed approximately \$2,000.00 per month, for a total of \$24,000.00 per year; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", 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. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services, in accordance with the CSA and 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 Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of April, 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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Keith and Associates, Inc.

Project Name: Stormwater Engineering Retainer Services

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Keith and Associates, Inc.

Project Name: Stormwater Engineering Retainer Services

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KEITH AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated _____, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **STORMWATER ENGINEERING RETAINER SERVICES** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "1" attached hereto. Consultant shall receive a monthly lump sum of \$2,000.00, for a total lump sum fee of \$24,000.00 for the first year of this Project Agreement.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "1", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KEITH AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

**PROPOSAL TO PROVIDE PROFESSIONAL SERVICES FOR
NPDES MS-4 MONITORING AND COMPLIANCE REPORTING TO FDEP.**

April 5, 2021

WORK AUTHORIZATION NO. # 01

PURCHASE ORDER NO. (Town No. TBD) PROJECT NO.11770.01 (KEITH)

PROJECT NAME: NPDES and Stormwater Regulatory Monitoring/Compliance Reporting Assistance

This project specific agreement is pursuant to the Agreement for Professional Services between the Town of Surfside and Keith and Associates, Inc. (KEITH) approved by the Town pursuant to Resolution No. 2020-06, passed and adopted on February 9, 2021, and on February 16, 2021 a Continuing Services Agreement for Professional Engineering Services was fully executed.

PROJECT

The Town of Surfside (OWNER) has requested that KEITH (CONSULTANT) provide the following: The CONSULTANT (KEITH) shall provide professional engineering services for National Pollutant Discharge Elimination Systems (NPDES) and Stormwater Regulatory Monitoring and Compliance Reporting to the Florida Department of Environmental Protection (FDEP) on behalf of the Town. The CONSULTANT shall provide assistance to the Town for processing of the required Annual reporting of the Town's current NPDES MS-4 Permit through FDEP (FLS000003 - 004) for year three (2020), year four (2021), and year 5 (2022).

Exhibit "A"

**SCOPE OF SERVICES
(PROVIDED BY THE TOWN OF SURFSIDE)**

The Town offered this initial scope of services as a guide. KEITH has developed a detailed scope of services above that is also in accordance with the Continuing Services Agreement for Professional Engineering Services executed on February 16, 2021.

The following proposal for the above referenced Project, includes the following subjects as specified in subsection 2.3 (a) through (g) in the above referenced Agreement for Professional Services:

a. The Scope of Services.

The CONSULTANT shall assist the Town in processing of the required Annual reporting of the Town's current National Pollutant Discharge Elimination Systems (NPDES) and Stormwater Regulatory Monitoring and Compliance Reporting, MS-4 Permit, through FDEP (FLS000003 - 004) for year three (2020), year four (2021), and year 5 (2022)

KEITH will utilize the Town's provided information to maintain and submit documentation for the Town's MS4 permit with the FDEP.

Data Collection:

- i. The CONSULTANT team will need to meet with the Town's public works staff to collect ALL available relevant reports prepared by the Town for yearly reporting.
- ii. The CONSULTANT shall review the previously completed Monitoring and Compliance Reports submitted by the Town for prior years 1 and 2 of the current active NPDES MS-4 permit through FDEP.
- iii. The CONSULTANT shall outline any findings on the information collected and inform the Town of any reporting corrections and/or additional information that may be required prior to submitting to FDEP.
- iv. The CONSULTANT, with assistance from the Town, shall obtain the 2020 and subsequent year water monitoring and sampling results from Miami-Dade County (MDC) RER due in March 2021 based on the NPDES Interlocal agreement for water monitoring between the Miami-Dade County and 25 municipalities (including the Town of Surfside).
- v. The CONSULTANT, with assistance from the Town, shall obtain the 2020 and subsequent year Event Mean Concentration (EMC) Report, from MDC RER and any updates on the Town's inventory of major outfalls.

Complete Submittal Documents:

- vi. The CONSULTANT shall Complete Year 3 (2020), Year 4 (2021) and Year 5 (2022) FDEP's Annual Report Form for Individual NPDES Permits for Municipal Separate Storm Sewer Systems (MS-4) (DEP Form 62-624.600(2)) for signature by the Town based on the information offered by the Town.
- vii. The CONSULTANT shall present the completed Annual Report Form and all other collected report documents to the Town prior to submittal to FDEP.
- viii. Once accepted by the Town, the CONSULTANT shall submit the consolidated documents to FDEP prior to the deadline on June 30.

Illicit Discharges and Illegal Connections Reporting

- ix. The CONSULTANT shall use Town provided data to submit monthly Illicit Discharges and Illegal Connections Reporting to the County and/or FDEP.
- x. The CONSULTANT, with assistance from the Town, shall obtain all proactive and reactive investigations performed.
- xi. The CONSULTANT shall develop a training activities schedule.
- xii. The CONSULTANT, with assistance from the Town, shall develop a public education and outreach activities schedule.

Stormwater GIS

Updating of GIS mapping systems pertaining to Stormwater Utilities will be provided by the Town.

b. Deliverables:

The firm is to notify the Public Works Department prior to any submissions being made to any other jurisdiction or agency. Additionally, a copy of all submittals is to be provided to the Town for records. All submittals are to be made in a timely fashion prior to due date in order to be in compliance.

TASK
Task 1 - Yearly NPDES MS-4 Monitoring and Compliance Reporting to FDEP
Task 2 – Illicit Discharges and Illegal Connections Reporting

c. The Time and Schedule of Performance and Term;

The Town may cancel this agreement at any time. A weekly meeting is required with the Public Works Department to review submittal items as well updates on ongoing projects. Subsequent to the issuance of a Purchase Order from the TOWN, CONSULTANT shall commence work on the project. We anticipate commencing work within 5 business days from notice to proceed, completing the prescribed work by June 30 of every submittal year.

Table 1 Schedule Estimate of Engineering Services

TASK	ESTIMATED DATE OF COMPLETION
Task 1 - Yearly NPDES MS-4 Monitoring and Compliance Reporting to FDEP	Completed Monthly
Task 2 – Illicit Discharges and Illegal Connections Reporting	Completed Monthly

Schedule Disclaimer:

Considering the ongoing outbreak of the Coronavirus 2019 (COVID-19), KEITH remains fully committed to pursuing the completion of our work in a safe, diligent, and reasonable manner under the current circumstances based on the schedule provided. It is possible that we will encounter certain delays because of this pandemic. Potential impacts may include, but are not limited to, labor shortages due to mandated quarantine regulations, material shortages and significant delays in lead times because of factory closings across the globe. We will continue to monitor the situation and advise of any delays resulting from the impacts of the current worldwide health scenario

d. The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded;

The scope of work outlined in Exhibit A is to be awarded as a retainer service with a fixed monthly billing amount of two thousand (\$2,000.00) Dollars. The firm is to bill monthly the fixed amount for services outlined for the duration of the contract. Any additional scope outside of this proposal is to

be of extra compensation and approved by Town prior, through a task order.

Consultant shall invoice the Town for services rendered under this Agreement on a lump sum basis unless otherwise indicated, and in accordance with the terms and conditions of the Continuing Services Agreement for Professional Services between the Town of Surfside and KEITH, dated February 16, 2021 and approved by the Town pursuant to RFQ #2020-06.

Table 2 Budget Estimate of Engineering Services

TASK	FEE
Task 1 - Yearly NPDES MS-4 Monitoring and Compliance Reporting to FDEP	\$1,700.00 per Month (Lump Sum)
Task 2 – Yearly Illicit Discharges and Illegal Connections Reporting	\$300.00 per Month (Lump Sum)
CONSULTANT’S MONTHLY RETAINER FEE	\$2,000.00 per Month (Lump Sum)
TOTAL ANNUAL RETAINER FEE	\$24,000.00
ESTIMATED DIRECT EXPENSES (TO BE BILLED AT RATE SCHEDULE COST)	\$70.00 per Month (NTE)

e. The Personnel assigned to the Specific Project;

- Carlos Morales – Project Manager
- Matthew Brooks, - Project Engineer
- Mark Castano, P.E. – QAQC
- Stephen D. Williams, P.E. – Officer in Charge

All personnel assigned to this scope of work are qualified to perform such tasks.

f. Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements;

- No additional contractual requirements

g. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

- No modifications to the Project Agreement

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH NOVA CONSULTING, INC. FOR UTILITIES ENGINEERING RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of Nova Consulting, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective February 18, 2021, for such services executed by the parties (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide water and sewer utilities engineering retainer services ("Services"); and

WHEREAS, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$3,757.57 per month, for a total of \$45,090.84 per year; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", 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. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services, in accordance with the CSA and 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 Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of April, 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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Nova Consulting, Inc.

Project Name: Water & Sewer (Utilities) Engineering Retainer Services

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Nova Consulting, Inc.

Project Name: Water & Sewer (Utilities) Engineering Retainer Services

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **NOVA CONSULTING, INC.**, (hereinafter referred to as “Consultant”) dated _____, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **WATER & SEWER (UTILITIES) ENGINEERING RETAINER SERVICES** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the "Scope of Services and Project Schedule", a copy of which is attached and incorporated into this Agreement as Exhibit "1". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit "1" attached hereto. Consultant shall receive a monthly lump sum of \$3,757.57, for a total lump sum fee of \$45,090.84 for the first year of this Project Agreement.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit "1", attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town's notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole

discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

NOVA CONSULTING, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

April 2, 2021

VIA EMAIL

Mr. Hector Gomez
Town of Surfside
9293 Harding Ave
Surfside, FL 33154

Re: Proposal for Water and Sewer (Utilities) Engineering Services for the Town of Surfside

Dear Mr. Gomez:

NOVA CONSULTING, INC. (NOVA) is pleased to submit this proposal for professional engineering services for the above referenced project.

PROJECT UNDERSTANDING

A Purchase Order or standard Project Agreement (“Project Agreement”) will be issued by the Town for specific assistance (projects) as described in the following Scope of Services:

a) The Scope of Services

The following scope of work is pertaining to Water and Sewer (Utilities) and is to be a monthly retainer service for the following reporting activities:

Task 1: Documentation and Reporting Required by Consent Decree; Documentation and Reporting Required by Consent Agreement

The engineering firm is to review periodical documentation and reporting required by the Consent Decree entered into by Miami-Dade County. The engineering firm attend one (1) meeting per month with Town staff and work with Town staff in advising of requirements upcoming.

Assumed dedication:

- Review CD documentation and reporting - 2 hrs Staff Engineer per month
- Attend meetings - 2 hrs Staff Engineer per month

Task 2: Certification of Nominal Average Pump Operating Time (NAPOT) Report Review

As required by the Environmental Protection Ordinance (Chapter 24 of the Miami-Dade County Code), all permitted facilities that have a Utility or Non-Utility owned sanitary sewer pump station must review data of the monthly Elapsed Time (ET) readings and submit them on a monthly basis

to the County by no later than the 15th day of the following month. The engineering firm is to report per county process using Town provided data. Data is to be reviewed prior to submittal.

Assumed dedication:

- Review data of the monthly Elapsed Time (ET) readings - 2 hours Staff Engineer per month
- Submit NAPOT Report on a monthly basis - 1 hour Staff Engineer per month

Task 3: Certification of Adequate Treatment and Transmission Capacity

Review data provided by Building Department and submit Certification of Adequate Treatment and Transmission Capacity to the County on a monthly basis.

Assumed dedication:

- Review data provided by Building Department - 2 hours Staff Engineer per month
- Submit Certification of Adequate Treatment and Transmission Capacity to the County on a monthly basis -0.25hr Sr. Project Engineer +1hr Staff Engineer per month

Task 4: Analysis and Graphing of Sewage Flow v Rainfall; Inflow & Infiltration Analysis; Analysis of Water v Sewer

Engineer is to review supervisory control and data acquisition (SCADA) periodically; provide recommendations to assist with minimization of inflow and infiltration; and prepare report on calculated rainfall impact to sewage flowage.

Assumed dedication:

- Review supervisory control and data acquisition (SCADA) periodically - 4hr Staff Engineer + 1hr Sr. Project Engineer per month
- Provide recommendations to assist with minimization of inflow and infiltration - 1 hr Staff Engineer per month + 1hr Sr. Project Engineer per month
- Prepare report on calculated rainfall impact to sewage flowage - 1 hr Staff Engineer per month

Task 5: Billing Review for Utilities

Review billing related to Miami-Dade County and City of Miami Beach pertaining to water purchase and sewage disposal. Provide Quality Assurance comments and report prior to Town issuing payment.

Assumed dedication:

- Review billing - 2hrs Staff Engineer + 0.5hr Sr. Project Engineer monthly
- Provide Quality Assurance comments and report prior to Town issuing payment - 0.5hr Staff Engineer monthly

Task 6: Water Distribution and Consumption Duties

Analyze and review water and sewer consumption. Billing review and analysis of water purchased to water sold and overall comparable to sewer disposed. Lead and Copper yearly reporting. Monthly submittal to agencies of Bacteriological testing. Annual composition of water accountability and reporting.

Assumed dedication:

- Analyze and review water and sewer consumption - 2hrs Staff Engineer + 0.5hr Sr. Project Engineer monthly
- Billing review and analysis of water purchased - 2hrs Staff Engineer + 0.5hr Sr. Project Engineer monthly
- Lead and Copper yearly reporting - 0.5hr Sr. Project Engineer + 4hrs Staff Engineer annually
- Monthly submittal to agencies of Bacteriological testing - 0.5hr Sr. Project Engineer + 2hrs Staff Engineer monthly
- Annual composition of water accountability and reporting - 1hr Sr. Project Engineer + 4hrs Staff Engineer annually

Task 7: Compose and Submit Annual Capacity, Management, Operation, and Maintenance (CMOM) Plan Report

Gather information for composition of annual Compose and Submit Annual Capacity, Management, Operation, and Maintenance (CMOM) Plan Report and submit to the County.

Assumed dedication:

- Gather information and submit CMOM Plan Report to the County - 2hr Sr. Project Engineer monthly + 8hrs Staff Engineer annually

Task 8: Monthly Operation Report (MOR)

Submit MORs to the County demonstrating bacteriological testing compliance for the Town's water system. Bacteriological test reports shall be provided by the Town's Vendor.

Assumed dedication:

- Submit MORs to the County - 2hrs Staff Engineer + 0.5hr Sr. Project Engineer monthly

Task 9: Fats, Oils, and Greases (FOG) Report

Submit monthly FOG reports to DERM identifying any sanitary sewer issues caused by fats, oils, or greases and what corrective actions are planned or carried out to resolve them.

Assumed dedication:

- Submit monthly FOG reports and what corrective actions are planned or carried out to resolve them - 2hrs Staff Engineer + 0.5hr Sr. Project Engineer monthly

Task 10: Sanitary Sewer Evaluation Survey (SSES) Report

Provide yearly SSES Report to DERM in accordance with Chapter 24 of Miami-Dade County Code. The yearly report shall summarize such activities as required by the County.

Assumed dedication:

- Provide yearly SSES Report - 2hr Sr. Project Engineer + 4hrs Staff Engineer annually

b) Deliverables

NOVA is to notify the Public Works Department prior to any submissions being made to any other jurisdiction or agency. Additionally, a copy of all submittals is to be provided to the Town for records. All submittals are to be made in a timely fashion prior to due date in order to be in compliance.

c) The Time and Schedule of Performance and Term

This work order will follow the terms of the main contract with the Town. The Town may cancel the agreement at any time.

d) The amount of Compensation setting forth whether the Town agrees to pay Consultant a lump sum fee as compensation for the services, or hourly based on approved rates up to a maximum amount not to be exceeded

The scope of work outlined above is to be awarded as a retainer service with a fixed monthly billing amount of **\$3,757.57 (please refer to Attachment A for fee breakdown)**. The firm is to bill monthly the fixed amount for services outlined for the duration of the contract. Any additional scope outside of this exhibit is to be of extra compensation and approved prior through a separate task order.

e) The Personnel assigned to the Specific Project

All personnel assigned to this scope of work is to be qualified to perform such tasks.

f) Any additional contractual requirements of Section 287.055, Florida Statutes, for consultant agreements; and

g) Any modifications to the Project Agreement, if mutually agreed upon by the parties

The following out of scope items should be covered by separate Work Order Authorizations:

Additional investigations, studies and/or Sanitary Sewer Evaluation Surveys (SSES)

Depending on the cycle, phase, and year, additional studies may be required such as nighttime flow measurements, inflow/infiltration studies, sewer lining, and/or other activities.

These services may also include review of any document pertaining to new development such as a sewer capacity letter is to be reviewed and filled out for Department execution.

Additional investigations to support reports will be extra and will be authorized as a separate effort.

We appreciate the opportunity offered to provide you with the proposal and we look forward to supporting Town of Surfside on this project.

Should you have any questions, please do not hesitate to contact me at my mobile number (786) 295 – 3575 or send me an electronic message at jprieto@nova-consulting.com.

Respectfully submitted,

NOVA CONSULTING, INC.



Juan C. Prieto, P.E., PMP

Vice President

Enclosure:

- Attachment A: Fee Proposal Breakdown

Description of Activities	(Hrs)					(Hrs)		(Hrs)		(Hrs)		(Hrs)		Subtotals	Deliverable Labor Costs (\$)
	Chief Engineer	Senior Project Engineer (Sr.PE)	Staff Engineer (SE)	Sr. CAD Operator	CAD Operator	295	170	92	118	81					
1.0 Documentation and Reporting Required															
Attend meetings with Town staff (one meeting per month) Work with Town staff in advising of requirements upcoming (2 hrs.)		30.0	120.0											150.00	\$ 16,158.00
Review periodical documentation and reporting required by the Consent Decree (2 hours SE per month)			120.0											120.00	\$ 11,061.60
Subtotals:		30.00	240.00											270.00	\$ 27,219.60
2.0 Certification of Nominal Average Pump Operating Time (NAPOT) Report Review															
Review data of the monthly Elapsed Time (ET) readings (2 hours SE per month)			120.00											120.00	\$ 11,061.60
Submit NAPOT Report on a monthly basis (1 hour SE per month)			60.00											60.00	\$ 5,530.80
Subtotals:			180.00											180.00	\$ 16,592.40
3.0 Certification of Adequate Treatment and Transmission Capacity															
Review data provided by Building Department (2 hours SE per month)			120.00											120.00	\$ 11,061.60
Submit Certification of Adequate Treatment and Transmission Capacity to the County on a monthly basis (0.25hr Sr.PE+1hr SE per month)		15.0	60.00											75.00	\$ 8,079.00
Subtotals:		15.00	180.00											195.00	\$ 19,140.60
4.0 Analysis and Graphing of Sewage Flow v Rainfall, Inflow & Infiltration Analysis: Analysis of Water v Sewer															
Review supervisory control and data acquisition (SCADA) periodically (4hr SE + 1hr Sr.PE per month)		60.00	240.00											300.00	\$ 32,316.00
Provide recommendations to assist with minimization of inflow and infiltration (1 hr SE per month+1hr Sr.PE per month)		60.00	60.00											120.00	\$ 15,723.60
Prepare report on calculated rainfall impact to sewage flowage (1 hr per month)			60.00											60.00	\$ 5,530.80
Subtotals:		120.00	360.00											480.00	\$ 53,570.40
5.0 Billing Review for Utilities															
Review billing related to Miami-Dade County and City of Miami Beach pertaining to water purchase and sewage disposal (2hrs SE + 0.5hr Sr.PE monthly)		30.00	120.00											150.00	\$ 16,158.00
Provide Quality Assurance comments and report prior to Town issuing payment (0.5hr monthly)			30.00											30.00	\$ 2,765.40
Subtotals:		30.00	150.00											180.00	\$ 18,923.40
6.0 Water Distribution and Consumption Duties															
Analyze and review water and sewer consumption (2hrs SE + 0.5hr Sr.PE monthly)		30.00	120.00											150.00	\$ 16,158.00
Billing review and analysis of water purchased to water sold and overall comparable to sewer disposed (2hrs SE + 0.5hr Sr.PE monthly)		30.00	120.00											150.00	\$ 16,158.00
Lead and Copper yearly reporting (0.5hr Sr.PE + 4hrs SE annually)		2.50	20.00											22.50	\$ 2,268.30
Monthly submittal to agencies of Bacteriological testing (0.5hr Sr.PE + 2hrs SE monthly)		2.50	120.00											122.50	\$ 11,486.30
Annual composition of water accountability and reporting (1hr Sr.PE + 4hrs SE annually)		5.00	20.00											25.00	\$ 2,693.00
Subtotals:		70.00	400.00											470.00	\$ 48,763.60
7.0 Compose and Submit Annual Capacity, Management, Operation, and Maintenance (CMOM) Plan Report															
Gather information for composition of annual Compose and Submit Annual Capacity, Management, Operation, and Maintenance (CMOM) Plan Report to the County.(2hr Sr.PE monthly + 8hrs SE annually)		10.00	40.00											50.00	\$ 5,386.00
Subtotals:		10.00	40.00											50.00	\$ 5,386.00
8.0 Monthly Operation Report (MOR)															
Submit MORs to the County (2hrs SE + 0.5hr Sr.PE monthly)		30.00	120.00											150.00	\$ 16,158.00
Subtotals:		30.00	120.00											150.00	\$ 16,158.00
9.0 Fats, Oils, and Greases (FOG) Report															
Submit monthly FOG reports to DERM identifying any sanitary sewer issues caused by fats, oils, or greases and what corrective actions are planned or carried out to resolve them.(2hrs SE + 0.5hr Sr.PE monthly)		30.0	120.00											150.00	\$ 16,158.00
Subtotals:		30.00	120.00											150.00	\$ 16,158.00
10.0 Sanitary Sewer Evaluation Survey (SSES) Report															
Provide Yearly SSES Report to UERMI in accordance with Chapter 24 of Miami-Dade County Code (4hr Sr.PE + 4hrs SE annually)		10.00	20.00											30.00	\$ 3,542.40
Subtotals:		10.00	20.00											30.00	\$ 3,542.40

410 Utilities-GIS Provide updates of mapping systems pertaining to Utilities (2hrs SE monthly)	Description of Activities	Subtotals:	Deliverable Labor Costs
	Chief Engineer	-	-
	Senior Project Engineer (Sr.PE)	-	-
	Staff Engineer (SE)	-	-
	Sr. CAD Operator	-	-
	CAD Operator	-	-
	Subtotals	2,155.00	\$ 225,454.40
	GRAND TOTAL	3,445.00	\$ 3,757.57

RETAINER	
5 Years	\$ 225,454.40
Annually	\$ 45,090.88
Monthly	\$ 3,757.57

The following activities are to be performed under work order separate authorizations:

- Perform nighttime flow measurements, inflow/infiltration studies, sewer lining, or other activities will be conducted on a needed basis on a separate authorization. Additional investigations to support reports will be

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR GEOGRAPHIC INFORMATION SYSTEMS (GIS) RETAINER SERVICES PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of Kimley-Horn and Associates, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective April 2, 2021, for such services executed by the parties (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide Geographic Information System (GIS) retainer services ("Services"); and

WHEREAS, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for the performance and compensation for the Services; and

WHEREAS, in accordance with the Agreement, attached hereto as Exhibit "A," compensation for the Services shall consist of a one-time charge of \$8,960.00 and \$4,846.67 per month, for a grand total of \$67,120.04 for the first year and \$58,160.04 per year thereafter; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", 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. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services, in accordance with the CSA and 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 Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of April, 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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

Kimley-Horn and Associates, Inc.

Project Name: Geographic Information Systems (GIS) Retainer Services

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KIMLEY-HORN AND ASSOCIATES, INC.

Project Name: Geographic Information System (GIS) Retainer Services

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KIMLEY-HORN AND ASSOCIATES, INC.**, (hereinafter referred to as “Consultant”) dated _____, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **GEOGRAPHIC INFORMATION SYSTEM (GIS) ENGINEERING RETAINER SERVICES** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule, attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

1 of 4

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive a one-time lump sum fee of \$8,960.00 for the first month of this Project Agreement, and shall receive a monthly lump sum of \$4,846.67, for a total lump sum fee of \$67,124.04 for the first year of this Project Agreement and \$58,160.04 during subsequent years.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT “1”

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]

February 19, 2021

Jason D. Greene, CGFO, CFE, CPFIM
Assistant Town Manager / Chief Financial Officer
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

Re: **PROFESSIONAL SERVICES AGREEMENT
GIS PROGRAM SUPPORT AND HOSTING**

Dear Mr. Greene,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Town of Surfside (“Client” or “Town”) for providing Geographic Information Systems (GIS) support to the Town.

Project Understanding

The Town has requested that Kimley-Horn provide monthly GIS data maintenance and data hosting management support services of the Town’s GIS program. Maintenance support includes the collection, review, and maintenance of the Town’s GIS database as outlined in the scope. Support services include an initial data transfer and setup upon contract execution in establishing the Town’s own Esri ArcGIS Online (AGOL) account that will be used for hosting the Town’s GIS data. The City will be responsible for all fees and additional cost associated with maintenance of the AGOL account as outlined within this scope. The AGOL account used to host and store the Town’s GIS data will provide Town staff full access to their GIS data remotely.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – GIS Data Transfer and ArcGIS Online Account Setup

Kimley-Horn will coordinate with the Town’s current GIS data holder (Calvin Giordano and Associates) to obtain the latest versions of all data associated with the Town’s GIS program. The file transfer process will begin following execution of the contract.

Upon receipt of all data, Kimley-Horn will review the information to develop a summary inventory document that details the list of data layers provided and existing attribute information associated with each data source. This inventory will be used to communicate, and track data changes and updates performed as part of support services. Kimley-Horn will submit the data inventory list to the Town for review and confirmation that all known data sources were transferred.

Kimley-Horn will schedule a meeting with Town staff to review the information gathered and address questions about the existing information prior to any updates or changes being made. At the meeting Kimley-Horn will go over the process for establishing the ArcGIS Online Organizational (AGOL) account for the Town which will be used to host the Town’s GIS data.

Kimley-Horn will purchase and setup, on behalf of the Town the Esri AGOL account to store and manage Town’s GIS data. Kimley-Horn will lead the coordination efforts associated with the Town’s purchase of a

Project Delivery AGOL account. The AGOL account will be registered to the Town with assigned secondary administrative control given to Kimley-Horn for the management of the Town's account, data storage, and data management.

Setup will include coordination with Town staff and IT for configuration of the account and management of initial data publishing. Additional licenses will be confirmed during account setup and purchased up to the allocated expense amount identified in scope.

The Town will be responsible for all fees, licenses, and annual renewals associated with the AGOL account. Kimley-Horn will include the associated expenses associated with the hosting and account management of the AGOL in the monthly invoices and will pay Esri directly on behalf of the Town.

Task 2 – Monthly Data Maintenance and Hosting Support

- a. Kimley-Horn will provide monthly updates to the Town's existing GIS data collected and transferred during the initiation of the project support. Monthly updates will include the review and update of the following data layers upon request, which may include field verification up to 10-hours for features impacted due to development or other events. Survey is not included as part of this scope.
 1. Water Utilities
 - Valve boxes
 - Meters
 - Water Services
 - Water Mains
 2. Sewer Distribution System
 - Cleanouts
 - Gravity Sewer Mains
 - Force Mains
 - Lift Stations
 - Manholes
 3. Signage
 - Street Signage
 - Park Signage
 - Beach Signage
 4. Town Facilities
 - Right of Way
 - Parks and Recreation
 - Dunes
 - Pocket Parks
 - Building
 - Beach ends
 - Street ends
 5. Stormwater
 - Stormwater structures
 - Pump Stations
 - Catch basins and inlets
 - Conveyance systems and pipes
 - Force mains
 - FDOT system
 6. Sidewalks and Roadways
 - Town sidewalks
 - Roadways

- FDOT sidewalk
 - FDOT roadways
7. Street Lights
- Town Owned
 - FPL Owned
 - County Owned
- b. Kimley-Horn will provide hosting management services to the Town of all data published to the AGOL account. Kimley-Horn will provide a monthly summary report to the Town of the hosting management activity. Monthly summary may include, summary of the data storage credit usage and new license needs and purchases.
- c. Kimley-Horn will work with the Town to establish standardized map templates for common map request. Kimley-Horn will produce maps for Town staff use based on the established templates upon request. Customized map development for special request are also included. Maps will be provided electronically and may be provided in the form of an online application for use by the Town.
- Maps or data request made by outside agencies or jurisdictions will be coordinated with Town staff before performing the request.
- d. A monthly meeting with Town staff will be scheduled and conducted to review submittal items as well as provide updates on ongoing projects.

Task 3 – Emergency Recovery and Response

Kimley-Horn will provide data collection support following emergency response initiated events that could consist of map updates to damaged facilities for purpose of Federal Grant Reimbursement. Data collection, map development, and updates to GIS data associated with these events will be billed at the approved hourly rate of the contract.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Survey
- Geotech services

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and with prior approval from the client based on our-then current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to all existing GIS data.

Responsibilities of Client

In addition to other responsibilities set out in this Agreement, the Town will be responsible for all fees and additional cost associated with maintenance of the AGOL account, to be renewed on an annual basis, from date of initial purchase.

Schedule

The Consultant will provide the requested Services as expeditiously as possible to meet the mutually agreed upon schedule, with limits of service of 12 months. If there are delays outside of the Consultant's control, the method of payment will be based on the current hourly rate schedule.

Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, or acts of the Client, third parties, or governmental agencies.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee of **\$67,120** (outlined in Exhibit A). Lump sum billing will be limited to **\$4,846.67** per month to maintain GIS Services. In addition, a one-time lump sum fee of **\$8,960** will be assessed for the transitioning of existing GIS data, which is inclusive of the purchasing an Esri AGOL account and hosting services. Any additional services performed during any given month, will be billed monthly as an additional service on an hourly basis according to our then-current rates. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced based upon the method indicated in the Consultant Service Agreement between the Town of Surfside and Kimley Horn.



MEMORANDUM

ITEM NO. 5D

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

From: Andrew Hyatt, Town Manager

Date: April 13, 2021

Subject: Authorization to Expend Undergrounding Coordinating Design Engineering Services

At the December 2, 2020 Commission meeting, Town Administration was authorized to 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 (HPF Associates, Inc.) to assist in guiding the Town through the process and to prepare the non-FPL portion of the cost estimate. As the Town moves through the process to prepare a full utility undergrounding plan, additional services are required.

The Town is in need of a Coordinating Engineer that collects and assembles the engineering design layout of the overhead utilities as provided by the providing utility company's namely FPL, ATT, Atlantic Broadband, and Hotwire to facilitate the estimating, bidding, and construction award to convert from overhead to undergrounding.

Engineering firms from the pool recently contracted were reviewed for qualifications, interest and ability to perform. HPF Associates, Inc. reviewed the scope of services, project approach and manpower estimate and recommends KCI Technologies. The cost provided is a not to exceed to be billed on a time and materials basis.

Town Administration recommends that the Commission authorize the Town Manager to and expend up to \$289,580.00 for the purpose of engaging with KCI Technologies for Undergrounding Coordinating Design Engineering Services.

Reviewed by: RS/AH

Prepared by: JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH KCI TECHNOLOGIES, INC. FOR UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AUTHORIZING THE EXPENDITURE OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 287.055, Florida Statutes (also known as the Consultants' Competitive Negotiation Act), the Town of Surfside (the "Town") has retained the services of KCI Technologies, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement effective March 8, 2021, for such services executed by the parties (the "CSA"); and

WHEREAS, in accordance with the provisions of the CSA, Consultant and the Town have agreed to enter into a specific Project Agreement ("Agreement"), authorizing the Consultant to provide utility undergrounding services for the Phase 1 Preparation of Utility Coordination Plans ("Services"); and

WHEREAS, the Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$289,580.00; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Agreement, in substantially the form attached hereto as Exhibit "A", 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. The Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization. The Town Manager is hereby authorized to execute the Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$289,580.00, in accordance with the CSA and 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 Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 13th day of April, 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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI Technologies, Inc.

Project Name: Phase I Preparation of Utility Coordination Plans

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

KCI TECHNOLOGIES, INC.

Project Name: Phase I Preparation of Utility Coordination Plans

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **KCI TECHNOLOGIES, INC.**, a Delaware corporation (hereinafter referred to as “Consultant”) dated March 8, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the _____ day of _____, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **UTILITY UNDERGROUNDING SERVICES FOR PHASE I PREPARATION OF UTILITY COORDINATION PLANS** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

1 of 4

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” in the total amount not to exceed \$289,580.00.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. 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.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

KCI Technologies, Inc., a Delaware corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]

KCI TECHNOLOGIES, INC.
UNDERGROUNDING OF UTILITIES - PHASE I
TASK WORK ORDER
March 17, 2021
KCI Project No. TBD

The purpose of this form is to obtain your authorization for the work verbally requested and to confirm the terms under which these services will be provided. KCI Technologies, Inc.(KCI) is pleased to provide the services described below as **Undergrounding of Utilities - Phase I** to the contract previously executed, dated **March 3, 2021**, for the contract referenced as **Continuing Services Agreement for Professional Services**, located in the Town of Surfside, Florida.

Invoices to: Town of Surfside
Attention: Andrew Hyatt, Town Manager
9293 Harding Avenue
Surfside, Florida 33154

Scope of Work: Town of Surfside - Undergrounding of Utilities - Phase I

Project Limits: Approximately 5.35 miles of streets bounded on the east by Harding Ave, on the west by Biscaya Dr./Bay Dr., on the south by 88 Street and on the north by 91 Street.

BACKGROUND

The Town has requested KCI coordinate efforts towards completing undergrounding of utilities within the areas identified above, transmission lines excluded. Undergrounding of utilities is a phased process; the scope for each phase is defined by its predecessor. Although the intent is to provide a complete scope of services, individual tasks will be accomplished through a series of task work orders under a general services agreement.

The Town’s Undergrounding Project will consist of 3 Phases.

- Phase I Preparation of Utility Coordination Plans (50% Production Effort)
- Phase II Bid Documents (100% Plans, Specs.), sketches/legal descriptions for easements
- Phase III Contract Administration/Construction Engineering and Inspection (CEI)

This work order is for Phase I only. KCI will function as Coordination Consultant by compiling 50% design level drawings working in conjunction with the designs to be provided by the following utilities: FPL, AT&T, Atlantic Broadband and Hotwire (optional) along with additional conduits to be provided for the Town’s decorative lighting program. The Town will provide the

contact personnel, phone number and email addresses of each utility for KCI to initiate and conduct coordination activities.

Phase I - Preparation of Utility Coordination Plans

SCOPE OF SERVICES

Services to be provided by KCI under this initial Task Work Order shall pertain to Preparation of Utility Coordination Plans (Phase 1) only within the street boundaries noted herein. In addition to the identified Phase I work, tasks for subsequent phases will be defined under separate work order(s). Services for this work order shall include the following:

Civil Engineering Services

Task 1.01 - Kickoff Meeting:

KCI will meet with Town representatives and establish specific parameters for the project. General criteria to be established such as identifying the specific limits of the project, identify the Town's expectations/desires, identify stakeholders (those with direct influence or interest in the project), and reviewing the process/requirements for undergrounding. Initial discussions will include preliminary schedule, critical timelines, funding source, and any other issue with potential impact on Phase I of the project. Obtain CADD base drawings from the Town for KCI's use in developing the undergrounding plans. General parameters have been conveyed to KCI by the Town's representative for the purposes of developing the scope for this work order, which include the following:

1. Project boundaries are from Harding Ave. west to Biscaya Dr./Bay Dr. and from 88 Street north to 91 Street , approximately 5.35 miles serving primarily single-family residences with two (2) subaqueous crossings and will be constructed in 4 phases.
2. Provide open cut trench (all transformers within the existing R/W) with FPL conduits on the bottom and three (3) low voltage utilities and the Town's decorative lighting conduits above.
3. The Town's decorative street lighting to include pole foundations and conduit with the following parameters:
 - Photometrics
 - 6 poles/block
 - 20 ft. poles (need specs)
 - Luminaires –Acorn type LED

- #6 wire
- 8 service points
- 2-2" conduits

Task 1.02 – Initial Coordination Meeting with FP&L and Utilities:

Typically FP&L is the lead in undergrounding services. Normally, the other utilities will generally follow the decisions of FP&L relating to undergrounding. Undergrounding is usually handled through one specific department within FP&L. Where transmission lines are included within the project, other departments will be involved in the process and the degree of approvals increases, not applicable for this project. KCI will meet with each of the utilities identified above. Meetings with each of the utilities are critical to understanding their specific concerns and requirements for approval and moving the project forward. In light of COVID 19 protocols, these meetings may be virtual meetings utilizing Teams, Zoom or similar platforms. KCI will attend up to ten (10) meetings with the participating utilities.

Task 1.03 - Research Existing Conditions:

Information in the form of atlases, right-of-way maps, survey, record plats, and as-builts are used to create a base file of information for the undergrounding corridor. KCI will perform data collection to ascertain locations of existing utilities and other potential constraints as part of this task to develop plans to a 50% design level, to be used for initial cost estimating. Once compiled, information is analyzed for sufficiency. Deficient information is further analyzed to determine absolute necessity for the project. Where determined necessary, but unavailable during Phase I - 50% plan development, additional information may be required during the 100% plans development phase. The end result is the creation of a base-file depicting existing conditions used for the purpose of the 50% design(s). The Town will provide pertinent information available. Survey is not part of this work order.

Task 1.04 – Utility Coordination:

KCI will obtain the schematic designs from FPL and the other utilities including removal of their above ground facilities (poles, wires, etc.) and coordinate placement of new aboveground utility boxes (transformers, pull boxes, risers, pedestals, etc.) within the public R/W. KCI will coordinate with each utility and establish new preliminary routing of the common undergrounding open trench throughout the plan preparation of combining all utilities into the common trench for the 50% plans. KCI shall identify requirements of each utility, pursue associated easements, and terms for service re-connections.

Task 1.05 – Utility Coordination Plans:

Utilizing base file from the Town (Task 1.01) and FP&L design (2016 plans have been provided to KCI at an initial scoping meeting). KCI shall incorporate input from utilities (Task 1.04) in preparing a cohesive set of plans identifying all improvements. Plans will be developed to a sufficient level (50%) for preparing initial cost estimates to be used for a Town referendum vote. Improvements shall include undergrounding of utilities and associated decorative street lighting within the right-of-way. Modifications and/or improvements to roadway sections, are not included. Right-of-way improvements such as landscape, irrigation, lighting, walls, fences, paver driveways, drainage, or other private improvements within the right-of-way are not included.

Using a fixture designated by the Town, a preliminary lighting plan will be prepared to determine spacing and location of light poles. The plan will be used for assumptions related to the initial cost estimate only; a complete lighting design and analysis is not included in Phase I.

Other than identifying proposed easements, plans will not address restoration of improvements outside of the right-of-way. Location of individual service connections will be identified based upon information provided to KCI by the Town. The Town shall solicit input from residents to determine location of existing service connections. Easements, if required, will be assumed to be readily obtainable. Transformers and equipment will be placed at or near existing grade without concern for the 100-yr flood elevation (as confirmed with FP&L). KCI recognizes the requirement that utilities crossing waterways cannot be hung from or attached to bridges and must be considered for directional drilling. KCI assumes information necessary for permitting sub-aqueous crossings to be provided by the individual utilities and not included in KCI's plans. Utilities will be within shared easements where possible and located under sidewalks, green-space, or roadway. Landscape, irrigation, and tree relocation are assumed to be unnecessary and therefore not included in this task.

Plans to be prepared at 1"=40', same scale as FPL drawings previously provided to KCI. Plans will include:

- Cover Sheet
- Key Map
- General Notes
- Existing Conditions Plan (21+/- sheets)
- Plans of Proposed Conduit Alignment (21+/- sheets)
- Plans of Proposed Conduit Details identifying each utility conduit/wire size; color coded (21+/- sheets)

Construction Details Sheet
Erosion Control Plan/Details
Summary of Quantities Sheet

Additional Required Task - Opinion of Probable Cost (By Others)

Upon completion of the 50% level plans in Task 1.05 above, the Town will prepare or arrange for a magnitude of cost estimate (to be prepared by others) , coordinating with FPL, all participants in the underground conversion, and KCI to present to the Town’s Commission for use in a public referendum vote to accept and proceed to Phase II.

TOWN Responsibility:

1. Provide KCI and FP&L with electronic base files in CADD format.
2. Provide KCI with utility information for City water, sewer, and drainage systems from atlas, as-builts, test-holes and survey.
3. Coordinate services of utility test-hole contractor as needed
4. Provide FP&L electronic design files in CADD format to KCI
5. Provide policy enabling utilities to be placed within right-of-ways.
6. Attendance of meetings with utilities (required).
7. Identify lighting fixture to be used for preliminary plans (determines spacing).
8. Review and approve plans for compliance with general intent.
9. Act as liaison with Residents as necessary
10. Solicit input from Residents with regard to existing service locations
11. Provide Town’s pricing for undergrounding (upon completion of 50% plans) and for lighting fixtures as applicable.
12. Town shall provide access to site.
13. Town shall provide existing electronic CAD files, if available.

Deliverables:

Two (2 sets) of 11” x 17” hard copies of 50% plans
Digital PDFs via email and one (1) USB flash drive of 50% plans

Time and Schedule of Performance and Term:

KCI to prepare plans within 90 days upon receiving design plans from FPL and all participating utilities

Compensation:

See hour estimate spreadsheet for each task as Exhibit A

Personnel Assigned:

Joe Gómez, PE	Contract Manager
Bruce Reed, RLA	Regional Practice Leader
Robert Zuccaro, PE	Sr. Project Manager
Nick Leone, PE	Sr. Project Engineer
Jonathan Geiger, EIT	Project Engineer
Byron Reynolds, EIT	Project Engineer
Yaritza Davila	Design Engineer
Joi-Phyle Hallem	Project Assistant

Prepared by: _____ Approved by: _____
(Name) *(Name)*
(Title) *(Title)*

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF KCI TECHNOLOGIES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Guarantee: In consideration of the execution of this contract and extension of credits, the signatory does hereby unconditionally and personally guarantee the payment of all fees and expenses arriving out of said contract.

Work Authorized by:

(Name of Municipality)

(Print or Type Name) (Title)

(Signature) (Date)

HPF Associates, Inc.

Surfside Undergrounding

3/22/2021

KCI FEE Calculation

PHASE 1

Role	Rate	Hours	Extention
Project Assistant	\$70.00	58	\$4,060.00
Engineer in Training	\$105.00	1600	\$168,000.00
Project Engineer	\$160.00	250	\$40,000.00
SR Project Manager	\$180.00	364	\$65,520.00
Practice Leader	\$200.00	60	\$12,000.00
Total Estimated FEE			\$289,580.00



Invoice

January 1, 2021

INVOICE #

DUE ON RECEIPT

REMIT PAYMENT TO:

ATLANTIC BROADBAND
 1681 KENNEDY CAUSEWAY
 MIAMI BEACH, FL 33141-4169

Bill To:

City of Surfside
 COMPANY NAME
 STREET ADDRESS
 CITY, ST ZIP
 EMAIL
 CSG ACCOUNT#

ABB PROJECT NAME & LOCATION: **SURFSIDE ENGINEERING COST** PO#

ABB PROJECT MANAGER: Pete Freytag

DESCRIPTION	AMOUNT
Fiber Design and Drafting	\$ 1,060.00
HFC Design	\$ 3,643.20
Route Drafting	\$ 2,455.20
Total	\$ 7,158.40

DESCRIPTION	AMOUNT
-------------	--------

**MAKE ALL CHECKS PAYABLE TO ATLANTIC BROADBAND. PAYMENT
BY CHECK ONLY. REMIT PAYMENT TO ADDRESS ABOVE ATTN:
FINANCE DEPT.**



MEMORANDUM

ITEM NO. 5E

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: April 13, 2021
Subject: FY 2021 Budget Amendment Resolution No. 7

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 \$296,739 from current year reserves for the design for undergrounding of Atlantic Broadband (\$7,159), and for a coordination consultant undergrounding of utilities Phase I Preparation of Utility Coordination Plans (\$289,580).

Reviewed by: JG

Prepared by AM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 7 TO 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 \$296,739 from current year reserves for: (1) the undergrounding design of Atlantic Broadband in the amount of \$7,159, and (2) a coordination consultant for Phase I Preparation of Utility Coordination Plans relating to the undergrounding of utilities in the amount of \$289,580; and

WHEREAS, an increase to the budgeted revenue and expenditure estimate is required for the funds 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 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. 7.** The Town Commission approves Budget Amendment No. 7 to the fiscal year budget 2020/2021, 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. 7 and the purposes of this Resolution.

Section 4. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 13th day of April, 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. 7
 Fund Nos. 001 General Fund

4/13/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
EXPENDITURES						
001-7900-590-99-10	Return to Reserves	Appropriate funds for professional services - utility undergrounding	\$ 3,066,893		\$ 296,739	\$ 2,770,154
001-7900-590-31-10	Professional Fees	Design for undergrounding of Atlantic Broadband	\$ 167,232	\$ 7,159		\$ 174,391
001-7900-590-31-10	Professional Fees	Coordination Consultant Undergrounding of Utilities - Phase I Preparation of Utility Coordination Plans	\$ 174,391	\$ 289,580		\$ 463,971
TOTAL	GENERAL FUND EXPENDITURES			\$ 296,739	\$ 296,739	



**Town of Surfside
Town Commission Meeting**

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

MEMORANDUM

Agenda #:

Date: April 2, 2021

From: Vice Mayor Tina Paul

Subject: Urging Resolution in support of Home Rule

Objective – Urge the 2021 Florida Legislature and Governor Ron DeSantis to support Home Rule for local municipalities and counties.

Consideration – Each year the Florida Legislature puts forth Bills that eliminate local decision-making regulations.

While our Senator, House Representative and Lobbyist advocate for Town of Surfside to receive funding for infrastructure projects they also speak up for our interests regarding the many attempts by the State Legislature to limit the powers of local government.

Because we were elected to protect the best interests of our citizens, it is important for us to formally oppose the House Bills and Senate Bills that could be detrimental to our quality of life and fragile environment.

Recommendation – Approve this Resolution urging the 2021 Florida Legislature and Governor Ron DeSantis to support Home Rule for local municipalities and counties.

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA LEGISLATURE AND GOVERNOR RON DESANTIS TO SUPPORT HOME RULE FOR LOCAL MUNICIPALITIES AND COUNTIES, AND REJECT 2021 LEGISLATION THAT ERODES LOCAL GOVERNMENT HOME RULE AUTHORITY; AUTHORIZING THE TOWN CLERK TO TRANSMIT THIS RESOLUTION TO THE OFFICIALS NAMED HEREIN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in recent years, the Florida Legislature has increasingly contemplated and implemented legislation that restricts municipal and county home rule and designed to restrict cities and counties from legislating on issues ranging from vacation rentals to the distribution of plastic bags at stores in coastal communities; and

WHEREAS, increasingly members of the Florida Legislature fail to recognize that different local cities are uniquely situated, and it is reasonable for municipalities to pass ordinances that apply to the unique conditions and needs within their jurisdiction; and

WHEREAS, the Town Commission of the Town of Surfside, Florida (“Town”), strongly opposes the Senate Bills and House Bills which seek to preempt and erode local government regulations: and

WHEREAS, contrary to the extraordinary sustainability and resiliency efforts by the Town Commission, proposed legislation, such as SB 856 and HB 839, would prevent local governments from implementing clean energy policies and regulating energy infrastructure and transportation of energy infrastructure; and

WHEREAS, at the expense of Florida's unique environment, the State Legislators proposed SB 426 and HB 267, which would preempt the regulation of commerce in state seaports that surround some of the most sensitive ecological preserves; and

WHEREAS, our peaceful, quiet communities could be compromised with HB 403 and SB 266, that would prohibit local government zoning regulations of licensed home-based businesses by allowing commercial businesses to open in residential districts; and

WHEREAS, the protection of the character and attractiveness of our neighborhoods could be preempted with HB 55 and SB 284 by prohibiting local governments from adopting land development regulations that require specific building design elements for single- and two-family dwellings; and

WHEREAS, the duration of emergency orders issued by local governments may become limited with HB 945 and SB 1924, which could open local governments to lawsuits for failing to protect citizens; and

WHEREAS, the Town Commission finds that the Florida Legislature's efforts to limit home rule conflicts with the rights and ability of local government and local voters to protect and improve their own community and environment; and

WHEREAS, the deterioration of home rule authority is contrary to the principle of subsidiarity, which emphasizes the importance of having the government closest to the people provide government services and regulations because of local government responsiveness to the will of the voter and the needs of the people; and

WHEREAS, the Town Commission finds that supporting home rule for local municipalities and the purposes of this Resolution are in the best interests of the Town, its residents and property and business owners.

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

Section 1. Recitals Adopted. The recitals are true and correct and incorporated in the Resolution.

Section 2. Urging Resolution. The Town Commission urges the Florida Legislature and Governor Ron DeSantis to support home rule for local municipalities and counties, and reject 2021 legislation that erodes local government home rule authority, by understanding that local voters and legislators enact ordinances and referendums with an important and unique understanding of the best interests of their community.

Section 3. Transmittal. The Town Commission further authorizes the Town Clerk to transmit a copy of the Resolution to the Honorable Ron DeSantis, Governor of the State of Florida, the South Florida Legislative delegation, Senator Wilton Simpson, President of the Florida Senate, Representative Chris Sprowls, Speaker of the Florida House of Representatives, State Representative Joseph Geller, State Senator Jason Pizzo, the Miami-Dade County Legislative Delegation, the Florida League of Cities, Miami-Dade County League of Cities and all municipalities in Miami-Dade County, Florida.

Section 4. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 13th day of April, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velazquez _____
Vice Mayor Tina Paul _____
Mayor Charles 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
April 13, 2020
7:00 pm**

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

Date: March 25, 2021

Prepared by: Mayor

Subject: Amending Town Code, Conduct of meetings

Objective: Reduce codified restrictions on speech by residents and add procedures for elected officials.

I am attaching my original, and only version, of my proposed changes to the rules at our meetings dating back to two weeks after our election.

I'd like you to share this document with my colleagues, as the version that made it into the most recent agenda has changes not made by me.

For purposes of our discussion at the April 13, 2021 Commission meeting, I'd like our Commission to review the proposed changes and consider any that they would like to add.

My significant changes are as follows:

- 1) All instances of Mayor were capitalized.
- 2) Line 75, allowed for an extension of meetings beyond 11pm only for emergencies.
- 3) Line 91, reenforce that Special meetings and their agenda items/subjects must only be discussed at said meetings.
- 4) Line 101, same as above for emergency meetings.
- 5) Line 253, allows elected officials to participate by zoom or phone in meetings.
- 6) Line 285, removes restrictions for good and welfare.
- 7) Line 370, removes the restriction and allows residents an entitlement to be placed on the agenda. Removes other comment restrictions.
- 8) Line 387, removes the requirement that all speakers must register to speak and instead, encourages speakers to register.
- 9) Line 417, removes restriction on making impertinent comments as the defining of same is subjective.
- 10) Line 422, restores the ability for residents to clap or applaud.
- 11) Line 423, removes the restriction on signs or placards.
- 12) Line 438, removes additional speech restrictions.



**Town of Surfside
Town Commission Meeting
April 13, 2020
7:00 pm**

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

Consideration: Commission to discuss

Recommendation: To direct the Town Attorney to prepare a first reading resolution.

ORDINANCE NO. 17 - _____

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

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

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

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

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

11 **WHEREAS**, the Town Commission held its first public reading on September 18, 2017 and
12 recommended approval of the proposed amendments to the Code of Ordinances having complied
13 with the notice requirements by the Florida Statutes; and
14

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

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

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

25 **Section 2. Town Code Amended.** Article VI. – “Rules of Procedure for Town Meetings”
26 of the Surfside Town Code of Ordinances are hereby amended and shall read as follows¹:

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

¹Additions to the text are shown in underline. Deletions are shown in ~~striketrough~~. Additions made after first reading are shown in double underline. Deletions made after first reading are shown in ~~double striketrough~~.

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

30 *Rule 2.01 Governing rules; amendment.* Except as may be provided in the Charter, the
31 Town of Surfside Code, Florida laws or by these rules as set forth in this Article^{ordinance},
32 questions of order, the methods of organization and the conduct of business of the town
33 commission and town boards and committees and to the extent there is no conflict, the town
34 commission, and town boards and committees shall be governed by Robert's Rules of Order
35 Mason's Manual of Legislative Procedure (2010 Edition). Once enacted, and except as already
36 amended by the provisions contained herein, these rules may be amended by ~~two-thirds~~ majority
37 vote of the entire town commission.

38 Sec. 2-202. - Officers.

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

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

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

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

62 Sec. 2-203. - Meetings.

63 *Rule 4.01 Regular Meetings.*

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

- 67 (1) All regular and zoning meetings shall be held irrespective of whether or not any particular
68 commission member (including the ~~Mayor~~Mayor) may be able to attend unless otherwise
69 agreed by a majority of the commission. Such meetings shall be held in the commission
70 chambers at 9293 Harding Avenue, Surfside, Florida 33154, or such location as may be
71 approved by a majority of the commission members present and shall be open to the public
72 and all news media.
- 73 (2) Regular meetings may be otherwise postponed or canceled by resolution or motion
74 adopted at a regular meeting by a majority of the commission members present.
- 75 (3) No meeting shall continue beyond 11:00 p.m. unless there is an emergency, which is
76 presented to the Commission, which is then followed with by a vote of the majority of the
77 members of the commission present, the commission agrees to extend the meeting beyond
78 this time.
- 79 (4) Workshops may be scheduled at the request of the Mayor, town manager, the town
80 attorney or a majority of the commission at any time, provided appropriate notice is given.
- 81 (b) Zoning matters shall be scheduled as part of regular town commission meetings unless
82 otherwise decided by the commission.
- 83 (c) The second reading (public hearing) of the annual budget ordinance or resolution shall be
84 considered at a meeting at which the said budget ordinance or resolution and the levy of the
85 millage are the only items on the agenda.

86 *Rule 4.02 Special meetings; emergency meetings.*

- 87 (1a) Special meetings. A special meeting of the commission may be called by a majority of the
88 members of the Mayor, town commission or the town manager. The clerk shall forthwith
89 serve either verbal or written notice upon each member of the commission stating the date,
90 hour and place of the meeting and the purpose for which such meeting is called; and no
91 other business shall be transacted at that meeting, other than that described in the
92 forementioned notice. At least twenty-four (24) ~~hours notice~~ hour's notice must elapse
93 between the time the clerk receives notice in writing and the time the meeting is to be held.
- 94 (2b) Emergency meetings. An emergency meeting of the town commission may be called by
95 the Mayor, ~~mayor~~Mayor in accordance with prescriptions of the town charter whenever
96 in his or her, opinion an emergency exists that requires immediate action by the
97 commission. Whenever such emergency meeting is called, the ~~M~~Mayor shall
98 notify the clerk who shall forthwith serve either verbal or written notice upon each
99 member of the commission, stating the date, hour and place of the meeting and the
100 purpose for which it is called, and no other business shall be transacted at that meeting,
101 other than that described in the aforementioned notice. At least 24 hours shall elapse
102 between the time the clerk receives notice of the meeting and the time the meeting is to
103 be held.
- 104 (3e) If after reasonable diligence, it is impossible to give notice to each commissioner, such
105 failure shall not affect the legality of the meeting if a quorum is present. The minutes of
106 each special or emergency meeting shall show the manner and method by which notice of
107 such special or emergency meeting was given to each member of the commission, or shall

108 show a waiver of notice. All special or emergency meetings shall be open to the public
109 and shall be held and conducted in the Commission Chambers, Town Hall, 9293 Harding
110 Avenue, Surfside, Florida 33154, or other suitable location within the Town of Surfside,
111 Florida. Minutes thereof shall be kept by the town clerk.

112 (4d) No special or emergency meeting shall be held unless notice thereof is given in compliance
113 with the provisions of this rule, or notice thereof is waived by a majority of the entire
114 membership of the commission and in accordance with the town charter.

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

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

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

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

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

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

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

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

145 (3)e. *Agenda.* The committee chairperson shall prepare the agenda for the committee
146 meeting with the assistance of the committee staff liaison. ~~In the chairperson's absence,~~
147 ~~the vice chairperson shall prepare the agenda.~~ Any committee member may propose

148 additional agenda items at any time. Items proposed after the agenda is distributed may
149 only be heard under "New Business" and upon an affirmative vote of the majority of the
150 committee. Each agenda shall also include a section for public comment.

151 ~~(4)~~d. *Public appearances and requests.* Any person may appear before any committee
152 during the public comment portion of the meeting.

153 ~~(5)~~e. *Quorum.* A majority of the appointed members of the committee shall constitute a
154 quorum. ~~shall be 50 percent plus one of the committee members.~~ Provided there is a
155 quorum, a majority of those present and voting shall be required to adopt any motion or
156 take any action.

157 ~~(6)~~ *Failure to obtain a quorum.*

158 a. If, 48 hours prior to a regular meeting, the clerk has not received confirmation of
159 attendance from a sufficient number of committee members to constitute a quorum,
160 the meeting shall be canceled for lack of a quorum.

161 b. Should no quorum attend any meeting within 15 minutes after the hour appointed for
162 the meeting, the presiding member or the town clerk may adjourn the meeting. The
163 names of the members present at such meeting shall be recorded in the minutes.

164 ~~(7)~~f. *Voting.* Each committee member shall be entitled to one vote. The committee shall act as
165 a body in making its decisions. No committee member present at a meeting may abstain
166 from voting unless the committee member possesses a conflict of interest, as provided in
167 either the Florida Statutes or the Miami-Dade County Code of Ethics and submits the
168 appropriate form to the town clerk.

169 ~~(8)~~g. *Attendance.* In the event that a committee member fails to attend three regularly
170 scheduled meetings in any one calendar year, the committee member may be removed
171 from the committee and the town commission will be notified of the vacancy.

172 ~~(9)~~h. *Appointments, vacancies and resignations.* Each person appointed to a committee,
173 sub-committee or ad hoc committee shall be appointed by the town commission in the
174 following manner:

175 ~~a1.~~ a1. The ~~mayor~~Mayor and each member of the town commission shall appoint one
176 member to each committee.

177 ~~b2.~~ b2. Should any appointee resign or be removed during the term of the committee, sub-
178 committee or ad hoc committee, the appointing commissioner may select another
179 appointee in accordance with the procedure outlined as follows:

180 Upon notification of the vacancy of an at-large member, the town clerk shall notify
181 the town commission, or in the case of an individual appointment, the town
182 commissioner responsible for the appointment with a copy to the remainder of the
183 town commission, in writing. ~~The town commission shall establish a deadline for the~~
184 ~~submission of letters of interest to serve on the committee at a commission meeting.~~

185 ~~1.~~(i) Any person who wishes to serve on a committee and who meets the qualifications
186 of office as set forth in this code and in the resolution creating or re-authorizing
187 the committee, shall submit his or her name and committee application available

188 from the town clerk or on the town website together with a letter of interest to the
189 town clerk by the deadline established by the town commission. Thereafter, the
190 town clerk shall provide the appointing town commissioner or the entire town
191 commission, as applicable, with the names and submitted material(s) letters of
192 interest.

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

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

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

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

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

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

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

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

230

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

232 (a) *Appointment:* The ~~mayer~~Mayor shall designate and appoint one member of the town
233 commission as the liaison to each board, committee and subcommittee of the town commission.

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

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

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

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

253 *Rule 6.03 Participation by physically absent member of the town commission shall be*
254 *permitted; but a town board or committee shall no be permitted.* A member of the town
255 commission shall be permitted but, a town board or committee shall not be ~~not~~ permitted to
256 participate and/or vote telephonically and/or by interactive video.

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

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

264 *Rule 6.06 Agenda.*

265 (a) *Order of business.* There shall be an official agenda for every meeting of the commission which
266 shall determine the order of business conducted at the meeting.

- 267 (1) The order of business shall be as follows:
- 268 ~~(a)~~ order of business
- 269 a. call to order,
- 270 b. roll call of members,
- 271 c. pledge of allegiance,
- 272 d. agenda/order of business (additions/deletions),
- 273 e. special presentations,
- 274 (b) public comment on agenda items
- 275 ~~(b2)~~ quasi-judicial hearings
- 276 ~~(c3)~~ consent agenda at the pleasure of the commission, approval of minutes, town
- 277 manager, town attorney reports
- 278 ~~(d4)~~ ordinances,
- 279 ~~(e5)~~ resolutions
- 280 ~~(f6)~~ good and welfare shall be heard at a time certain at 8:15 p.m.
- 281 ~~(g7)~~ unfinished business and new business
- 282 ~~(h8)~~ ~~mayor~~ Mayor, town commission and staff communications.
- 283 ~~(21)~~ Items shall be considered in the order in which they are placed on the agenda unless a
- 284 majority of the commissioners determines to deviate from the printed agenda.
- 285 ~~(3)~~ ~~The public comment on agenda items portion of the meeting shall be not be restricted to~~
- 286 ~~discussion on agenda items which are not scheduled for public hearing. Each speaker shall be~~
- 287 ~~given no more than three minutes to address the agenda speak and shall try to end on time as~~
- 288 ~~a courtesy to the residents wishing to also speak., unless by vote of a majority of the members~~
- 289 ~~of the commission present, it is agreed to extend the time frames.~~
- 290 ~~(32)~~ The good and welfare portion of the agenda set for 8:15 p.m. ~~shall be restricted to~~
- 291 ~~discussion on subjects not already specifically scheduled on the agenda. In no event shall~~
- 292 ~~this portion of the agenda be allotted more than 45 minutes with each speaker to be given~~
- 293 ~~no more than three minutes, unless by vote of a majority of the members of the commission~~
- 294 ~~present, it is agreed to extend the time frames.~~ Likewise, members of the town commission
- 295 shall be restricted to speaking three minutes each unless an extension is granted in the
- 296 same manner as set forth in the prior sentence. ~~The rules of section 2-207(e) as set forth~~
- 297 ~~hereinbelow shall be observed during this portion of the agenda.~~
- 298 ~~(43)~~ The town commission shall not take action upon any matter, proposal, or item of business
- 299 which is not listed upon the official agenda, unless it is approved at the meeting by a
- 300 majority of the entire commission, which shall have first consented to the matter for
- 301 consideration. No ordinance, resolution or other matter listed on the agenda for public
- 302 hearing, or the vote thereon, may be deferred until a later time unless a majority of the
- 303 entire town commission shall vote in favor of such deferral.

- 304 (b) ~~Authority to p~~Placing items on agenda.
- 305 ~~(12) Ordinances, Resolutions and O~~Ordinances may be prepared and scheduled on the agenda
 306 at the direction of the town commission, a town commissioner with the support of the
 307 majority of the commissioners present at a town commission meeting, or by Mayor, the
 308 town manager, town attorney or town clerk.
- 309 ~~(24) All other matters. Matters, other than resolutions or ordinances,~~ may be placed on the
 310 agenda by any member of the town commission, the town manager, the town attorney and
 311 the town clerk. ~~Members of the town commission may, at a town commission meeting,~~
 312 ~~direct the town manager or the town attorney to prepare an resolution or ordinance for~~
 313 ~~placement on the agenda for the following agenda.~~
- 314 ~~(32) Deadline.~~ In no event may any town commissioner place an item on an agenda unless all
 315 materials for the item are provided to the town clerk by 12:00 noon seven working days
 316 prior to the meeting date unless approved by the Town Manager. Any complete item
 317 provided after 12:00 noon seven working days prior to the meeting date shall be
 318 distributed to the commission with a "7-day cover memo" and shall be added to the agenda
 319 only if a majority of the commissioners present consent to the addition of the item to the
 320 agenda.
- 321 (c) *Approval of minutes.* All minutes shall be summary in nature. A copy of such completed
 322 minutes shall be placed on a regular agenda and may only be approved by a majority of the
 323 members of the town commission, and upon such approval shall become the official minutes.
- 324 *Rule 6.07 Ordinances, resolutions, motions, contracts.*
- 325 (a) *Preparation and enactment of ordinances.* The town attorney shall prepare ordinances and
 326 resolutions. Ordinances may be introduced, listed by title and shall be read by title only before
 327 consideration by the town commission on first reading. At public hearing, each ordinance shall
 328 be voted on individually by a call of the roll. Only resolutions and motions may be enacted by
 329 voice vote calling for "ayes" or "no" on the question.
- 330 (b) *Approval by town attorney.* All ordinances, resolutions and contract documents, before
 331 presentation to the town commission, shall have been reduced to writing and reviewed for form
 332 and legality by the town attorney. Ordinances, resolutions and contract documents, in their
 333 final form as approved by the Town Commission shall be have been approved as to form and
 334 legality by the town attorney prior to execution.
- 335 (c) *Introduction and sponsorship.* Ordinances, resolutions and other matters and subjects requiring
 336 action by the town commission may be introduced and sponsored by the ~~mayor~~Mayor or any
 337 member of the town commission, ~~except that either t~~ The town manager, the town attorney or
 338 town clerk may present ordinances, resolutions and other matters or subjects to the town
 339 commission for consideration, and any commissioner may assume sponsorship thereof by
 340 moving that such ordinance, resolution, matter or subject be adopted in accordance with law;
 341 otherwise they shall not be considered.
- 342 (d) *Sunset.* There is no requirement for any ordinance to contain a sunset provision.

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

345 ~~(f) *No commission jurisdiction.* Prior to the commission's considering any resolution over which~~
346 ~~the commission does not have substantive jurisdiction, including resolutions expressing the~~
347 ~~commission's intent or opinion, a preliminary vote shall be taken to determine whether it is~~
348 ~~appropriate for the commission to consider such resolution. Unless the commission, by a two-~~
349 ~~thirds vote of the members present, agrees to consider the resolution, the resolution shall be~~
350 ~~deemed to have failed. If the commission agrees to consider the resolution, the resolution shall~~
351 ~~be heard after all other resolutions sponsored by commissioners have been addressed by the~~
352 ~~commission. If the commission decides to discuss such resolution, the resolution shall require~~
353 ~~a two-thirds affirmative vote of the commissioners present in order to be passed. The provisions~~
354 ~~of this ordinance shall not apply to resolutions relating to state or federal legislative priorities.~~

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

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

365 Sec. 2-206. - Public participation.

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

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

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

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

377 (c) *Public discussion on agenda items.* ~~No citizen shall be entitled~~ Citizens shall be permitted to
378 address the town commission on any matter listed on or added to the official agenda which is
379 not scheduled for public hearing, discussion or debate. except during Public Comment on
380 Agenda Items unless the item is opened for public comment and the speaker recognized by the
381 Chair Good and Welfare. When the town commission considers an agenda item that is open for
382 public hearing, discussion or debate that is not a public hearing and on which the public

comment is either unanimously in favor or unanimously against the item's passage, input from members of the public shall be limited to no more than three minutes on any given item, unless an extension is granted by a majority of the members of the town commission.

Rule 7.03 Registration of speakers.

- (a) Registration of speakers ~~shall be required~~ shall be encouraged. The town clerk shall prepare appropriate registration cards. The cards shall include a place for the speaker to provide his/her name, address, lobbyist registration status which may be verified by the town clerk prior to speaking, and the agenda item on which he or she is speaking if registration is required on a particular agenda item.
- (b) For any single agenda item, and except for zoning, no more than one-half hour per side shall be allocated to speakers from the public. The presiding officer shall limit the time of each individual speaker in order to insure compliance with this rule.

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

- (a) Name;
- (b) Address;
- (c) Whether the person speaks on his or her own behalf, a group of persons, or a third party; if the person represents an organization, the person shall also indicate the number of members in the organization, the annual dues paid by the members, the date of the most recent meeting of the organization's board or governing council, and whether the view expressed by the speaker represents an established policy of the organization approved by the board or governing council, if requested; if the person is speaking on behalf of a group, s/he shall be required to register as a lobbyist if required by that ordinance and shall state for the record: (i) Compensation, if any, (ii) whether the person or any immediate family member has a personal financial interest in the pending matter, other than as set forth in (i) if requested.

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

Rule 7.05 Decorum. Any person making ~~impertinent or~~slandorous remarks ~~or who becomes boisterous~~ while addressing the town commission shall be warned. If after the warning the behavior continues, said person shall be barred from further appearance before the town commission by the presiding officer for the duration of the meeting, unless permission to continue or again address the town commission is granted by the majority vote of the town commission members present. ~~No clapping, applauding, h~~Heckling or verbal outbursts in support or

423 opposition to a speaker or his or her remarks shall not be permitted. ~~Signs or placards may be~~
424 ~~disallowed in the town commission chambers by the presiding officer. Persons exiting the town~~
425 ~~commission chambers shall do so quietly.~~

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

427 *Rule 8.01 Rules of debate.*

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

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

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

441 (d) *Interruption; call to order; appeal a ruling of the chair.* A member once recognized shall not
442 be interrupted when speaking unless it is a call to order or as herein otherwise provided. If a
443 member be called to order, the member shall cease speaking until the question of order is
444 determined by the presiding officer, and if in order, the member shall be permitted to proceed.
445 Any member may appeal to the town commission from the decision of the presiding officer
446 upon a question of order when, without debate, the presiding officer shall submit to the town
447 commission the question, "Shall the decision of the chair be sustained?" and the town
448 commission shall decide by a majority vote.

449 (e) ~~*Time limit for Consent agenda debate.*~~ The presiding officer shall open for public comment on
450 any items on the consent agenda, prior to commission consideration of the consent agenda.
451 There shall be no dDebate on any motion pertaining to an item on the consent agenda, however,
452 any member of the town commission may pull an item from the consent agenda for
453 consideration shall be limited to three minutes. After three minutes of debate the item shall be
454 removed from the consent agenda, if any, and placed on the regular town commission agenda.
455 ~~The discussion by the town commission on any one item shall not exceed one half hour or~~
456 ~~unless an extension is granted by a majority of votes of the town commission.~~

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

460 (g) *Method of voting.* After the debate is closed, and/or the motion is restated if necessary, the
461 presiding officer shall call for a vote on the motion. Voting shall be by roll call or voice vote,
462 or paper ballot (at the decision of the majority of the commission in certain circumstances)
463 depending on whether the ballot is on an ordinance or resolution or motion. Ordinances require

464 a roll call vote by calling the names of the members of the town commission in rotating order,
465 provided that the vice-mayor Mayor shall vote next to last and alphabetically by surname,
466 except that the names shall be rotated after each roll call vote, if requested, so that the
467 commissioner who voted first on a preceding roll call shall vote last upon the next subsequent
468 matter; provided, however, that the presiding officer, if a member of the town commission,
469 shall always cast the last vote.

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

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

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

490 (j) *Vote change.* Any town commissioner may change his or her vote before the next item is called
491 for consideration, or before a recess or adjournment is called, whichever occurs first, but not
492 thereafter. In this case, the town clerk shall call back the vote and verify the outcome for the
493 presiding officer.

494 (k) *No motion or second.* If an agenda item fails to receive a motion or second, it shall be removed
495 from the agenda and shall be reintroduced only in accordance with the renewal provisions of
496 Rule 8.01(m).

497 (l) *Reconsideration.* An action of the town commission may be reconsidered only at the same
498 meeting at which the action was taken, or, if not, at the next meeting thereafter a motion to
499 reconsider may be made only by a town commissioner who voted on the prevailing side of the
500 question and must be concurred in by a majority of those present at the meeting. ~~A motion to~~
501 ~~reconsider shall not be considered unless at least the same number of town commissioners is~~
502 ~~present as participated in the original vote, or upon affirmative vote of two-thirds of those~~
503 ~~commissioners present.~~ Adoption of a motion to reconsider shall rescind the action
504 reconsidered.

505 (m) *Renewal*. Once action is taken on a proposed ordinance or resolution neither the same matter
506 nor its repeal or rescission may be brought before the town commission again for a three-month
507 period following the said action unless application for renewal by three commissioners is first
508 submitted to the presiding officer. Should an ordinance or resolution be proposed that raises
509 the same previously resolved matter, or its repeal or rescission, in different or modified form
510 during the three-month period, the presiding officer may declare the proposal out of order.

511 (n) *Adjournment*. A motion to adjourn shall always be in order and decided without debate.

512 (o) *Suspension of the rules*. No rule of procedure adopted by the town commission shall be
513 suspended except by an affirmative vote of a majority two-thirds of the members of the town
514 commission present.

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

516 *Rule 9.01 Representation of Town of Surfside*. ~~Whenever the~~ The presiding officer town
517 ~~commission may,~~ with the consent of the designee, designate a member(s) of the town
518 commission to represent the town commission at such meetings, conferences or other occasions
519 as deemed necessary or desirable that by the town commission, shall be represented at
520 ~~meetings, conferences or other occasions involving other governmental entities, agencies,~~
521 ~~officials or groups, or non governmental organizations, or departments, agencies or officials of~~
522 ~~the town government, the presiding officer may designate members of the town commission to~~
523 ~~represent the town commission at such meetings, conferences or other occasions, with the consent~~
524 ~~of the designee.~~ A designation must be ratified by a majority of the members of the town
525 ~~commission then present may disapprove any such appointment.~~ Such representative(s) shall have
526 no power to act for or on behalf of the town commission, or to make any commitment or binding
527 obligation on behalf of the town commission or the town. Such representatives shall report to the
528 town commission with regard to such meeting, conference or other occasion.

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

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

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

539 Secs. 2-210—2-225. - Reserved.

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

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

548
549 **Section 5. Conflicts.** Any and all Ordinances and Resolutions or parts of Ordinances or
550 Resolutions in conflict herewith are hereby repealed.

551
552 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

553
554 **PASSED and ADOPTED** on first reading this 18th day of September, 2017.

555
556 **PASSED and ADOPTED** on second reading this 10th day of October, 2017.

557
558
559 On Final Reading Moved by: _____

560
561 On Final Reading Second by: _____

562
563
564 **FINAL VOTE ON ADOPTION:**

565 Commissioner Daniel Gielchinsky _____

566 Commissioner Michael Karukin _____

567 Commissioner Tina Paul _____

568 Vice ~~Mayor~~Mayor Barry Cohen _____

569 ~~Mayor~~Mayor Daniel Dietch _____

570
571
572
573 _____
Daniel Dietch, ~~Mayor~~Mayor

574
575 **ATTEST:**

576
577 _____
578 Sandra Novoa, MMC, Town Clerk

579
580 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**
581 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

582
583 _____
584 Weiss Serota Helfman Cole and Bierman, P.A.
585 Town Attorney



**Town of Surfside
Town Commission Meeting
April 13, 2021**

7:00 pm

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

Date: September 19, 2020

Prepared by: Mayor

Subject: Demolition by neglect

Objective: Introduce a new ordinance to prevent property owners from allowing their properties to deteriorate.

Consideration: Commission to discuss

Recommendation: Adoption

TO: Land Use and Sustainability Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 6, 2020

TITLE: **DISCUSSION: ESTABLISHMENT OF PENALTIES FOR PROPERTY OWNERS ENGAGING IN DEMOLITION BY NEGLECT**

ACTION REQUESTED:

Conclude the item and recommend that the City Commission adopt the attached ordinance.

ADMINISTRATION RECOMMENDATION:

Discuss the item and recommend that the City Commission adopt the attached ordinance.

HISTORY:

On July 17, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the discussion item to the Land Use and Development Committee (Item C4 O). The item was discussed at the September 18, 2019 LUDC meeting, and continued to the October 30, 2019 meeting with the following direction:

1. The administration and City Attorney's office will research and provide recommendations regarding a process for imposing proportional fines, development and use reductions, and building registrations.
2. The administration will bring a discussion item to the October 8, 2019 meeting of the Historic Preservation Board for recommendations on posting unsafe structures on the city's website.

On October 30, 2019, the item was discussed and continued to the December 2, 2019 LUDC, with the following direction:

1. The administration and the City Attorney will further evaluate the recommendations noted in the LUDC memo regarding proportional fines and building registry, as well as creating a process for as-built drawings of contributing structures.
2. Recommend that the City Commission refer the proposed amendment to chapter 118, article X, pertaining to a presumption clause, to the Planning Board.
3. The addresses of properties that have both an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official will be posted on the City website. This list shall be posted within the Building Department webpage, and the Planning Department webpage shall contain a direct link.

The December 2, 2019 LUDC meeting was cancelled, and the item was moved to the January 21, 2020 agenda of the newly created Land Use and Sustainability Committee. On January 21, 2020 the item was continued to the February 18, 2020 LUSC meeting. On February 18, 2020 the item was continued to March 17, 2020. The March 17, 2020 was cancelled and the item was moved to the May 6, 2020 LUSC agenda.

ANALYSIS:

PLANNING AND LEGAL ANALYSIS

On October 8, 2019, the Historic Preservation Board discussed the matter and recommended that the City begin the process of posting the addresses of properties that have an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official on the City website. The Board also recommended that this information be available on either the Building Department or Planning Department page.

As indicated on October 30, 2019, planning staff and the City Attorney's office have researched and discussed other options to address demolition by neglect in historic districts. The following is an update and summary of these efforts:

1. Fines. The way properties are currently fined is general and not specific to the size of the building. The administration and the City Attorney's office have researched the concept of proportional fines and it appears that it is not pre-empted under State law. The administration and the City Attorney are exploring potential amendments that would result in more proportional fines for larger buildings.
2. Building Registry. The Building Department is researching and evaluating a method to establish a building registry process.

UPDATE

The ordinance pertaining to the presumption clause, as previously recommended by the Land Use and Development Committee, is pending before the City Commission and scheduled to be adopted on May 13, 2020. Additionally, a list of unsafe buildings has been posted on the City website, with a direct link from the planning department webpage.

About as-built drawings, as indicated previously, there are a couple of different options; each, however, has a budget impact and would need to be part of a budget enhancement for FY 2021. These include hiring an architectural firm or local University to do built drawings based upon available archival plans and a field assessment. Another potential option would be laser scanning and point cloud files that are then rendered. In those instances where a contributing building is proposed to be replaced or substantially modified, the Architect of record already puts together a detailed set of as-built drawings. Given the current limited need for such drawings on an emergency basis, as well as the potential cost of computer software required, the administration recommends that such a process not move forward at this time.

The administration has reviewed a model building registry ordinance from the City of Riviera Beach, as well as an updated list of abandoned commercial properties, which is color coded based on priority. Also included in the list of properties is the number of stories and the square footage to assist with determining appropriate, proportional fees. The attached draft ordinance, which amends chapter 58 of the City Code, and creates a building registry process specific to Miami Beach. The following is a summary of the key points of the proposed ordinance:

- Terms specific to the proposed Abandoned and Vacant Properties Registry have been defined.
- Division 4 has been created within chapter 58, establishing an Abandoned and Vacant Properties Registry.
- Applicability: All properties within a locally designated historic district are subject to the Abandoned and Vacant Properties Registry. A property must register within 15 days of becoming abandoned or vacant.
- Detailed registration requirements have been developed. This includes a nonrefundable annual registration fee in the amount of two hundred dollars (\$200) per property, as well as a nonrefundable annual fee of thirty cents (\$0.30) per square foot shall be paid for any building or structure that exceed three (3) stories. This tiered approach to assessing fees will have a greater impact on larger structures, which are typically more vulnerable to demolition by neglect.
- A responsibility for compliance section is established, requiring that is the responsibility of the owner to maintain the property in accordance with the provisions in this article.

The administration believes that the proposal herein will create a fair and transparent process for tracking at risk properties within the City's local historic district. Additionally, it will allow for the City to proactively monitor the conditions of the structures, and better enforce the demolition by neglect section of the City Code.

The one section of the legislation that still needs to be worked out is the administering City department for the registry. The administration is discussing this internally, and it is anticipated that this piece of the legislation will be ready for first reading.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Departments

Planning

ATTACHMENTS:

Description	Type
□ Draft ORD - Building Registry	Memo



**Town of Surfside
Town Commission Meeting**

April 13, 2021

7:00 pm Town Hall Commission Chambers - 9293 Harding Avenue,
2nd Floor Surfside, FL 33154

Date: September 19, 2020

**Prepared by: Mayor Subject: Excessive Homeless contribution made by
the former Commission**

Objective: Report on an excessive contribution made by the former Commission and request that the Commission authorize a letter to request a refund of at least 50%.

Consideration: Commission to discuss

Recommendation: Adoption



MEMORANDUM

ITEM NO. 9D

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
April 13, 2021**

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

DISCUSSION ITEM MEMORANDUM

Agenda #:

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 SolarTogetherSM
 The program is fully subscribed and the waitlist is closed.

The SolarTogetherSM 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



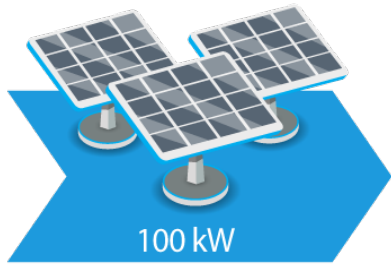
Terms

- 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

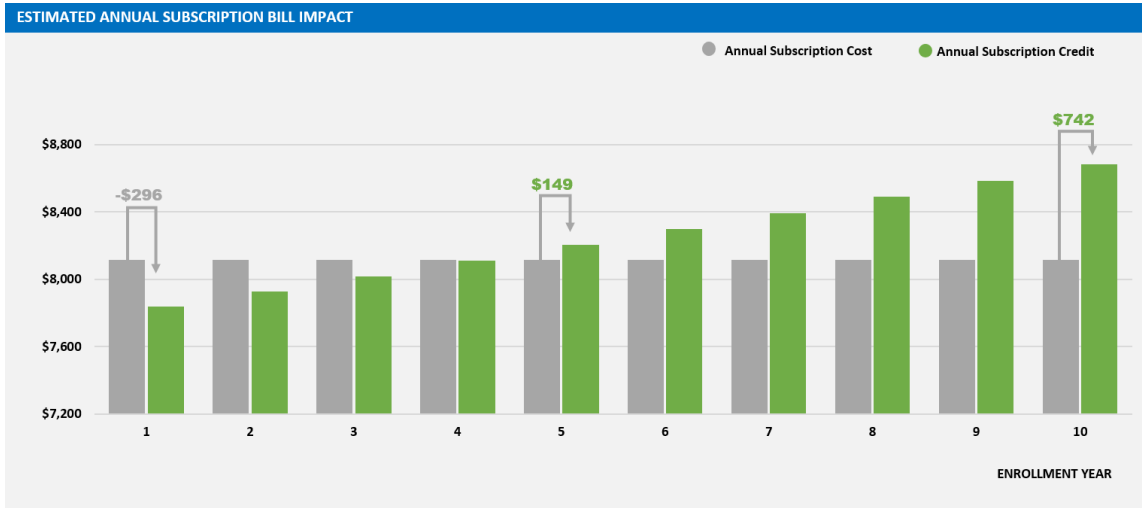
Your Monthly Bill Credit

\$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>).



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Agenda #:
Date: May 5, 2020
From: Vice Mayor Tina Paul
Subject: Climate Environmental Collective - revised

Objective – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

Consideration – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

Recommendation – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*





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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

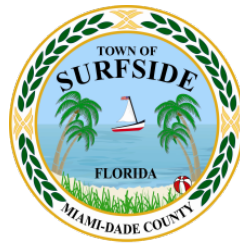
Sec. 2-237. - Disclosure of business relationships.

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;



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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)



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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.



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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



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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 required disclosure, the accused town commissioner shall be deemed to be censured. If three or more member 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



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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. 91

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.

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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:

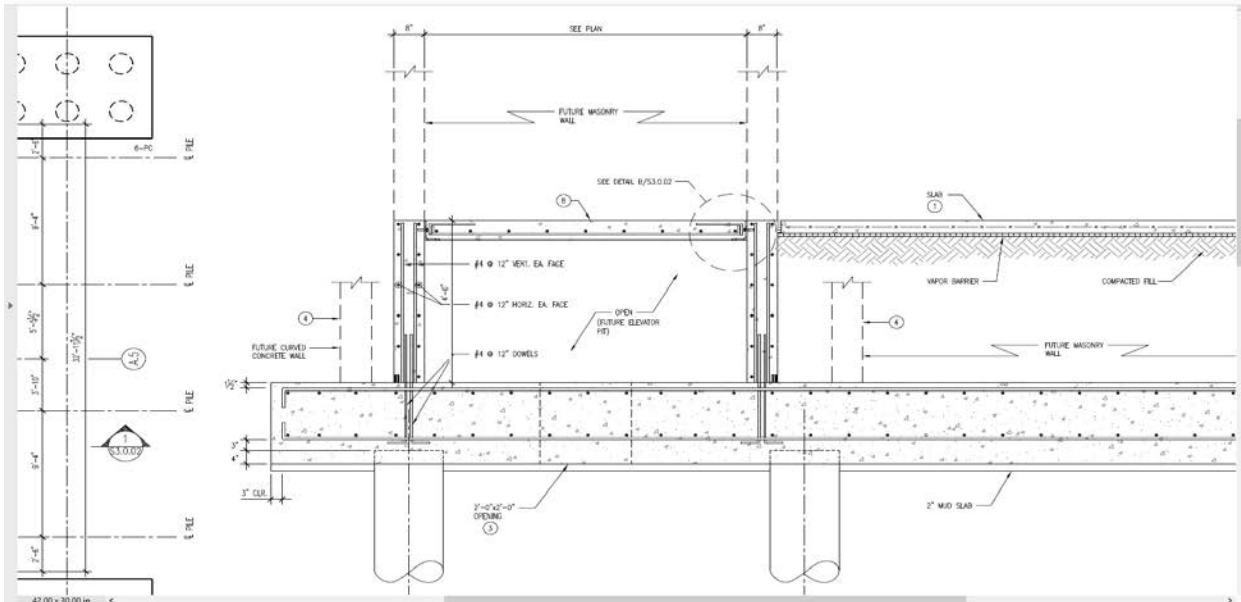
The Florida Building Code (FBC) and the Surfside Code of Ordinance covering turtle protection sets very strict requirements for installing outside pool lighting at a beach. A feasibility study would have to be performed to determine if the outside pool lighting is possible. The cost for a feasibility study would be based on hourly rates. The total cost for a feasibility study could easily exceed \$5,000.00.



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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 3rd 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 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.

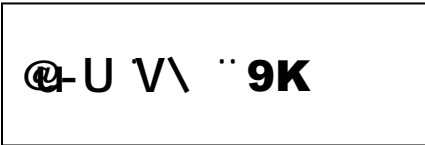


Reviewed by: MR/RP

Prepared by: MR/RP



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: August 25, 2020
Subject: Designated (Painted) Walking Areas in the Residential District

At the April 16th, 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 90th Street to 91st Street (northern) and Carlyle Avenue to Dickens Avenue along 91st 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.

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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: Stormwater Master Plan

At the April 28th, 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.

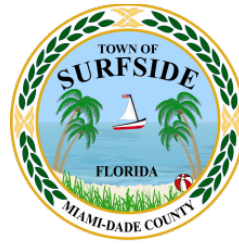
The Town did commission the completion of portions of the plan (ICPR model) in 2008 as part of the infrastructure rehabilitation project but did not commission the completion of a complete Stormwater Master Plan.

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



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Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

Objective: To ensure the proper spending of all Tourist funds by the tourist board.

Consideration: tourist board ordinance

Recommendation: Amend current Tourist Board Ordinance



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Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Traffic Control Devices on 88th & 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 88th & 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.



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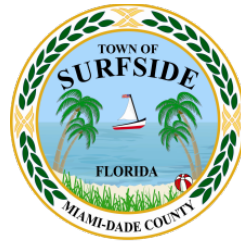
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Date: December 8, 2020
Prepared by: Mayor
Subject: Cancel Culture in Surfside

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 THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 | MB MiamiHerald.com/Neighbors

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.

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 +.

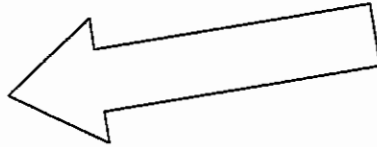
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [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



Site: 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

Published: Tuesday, April 23, 2002 - Miami Herald
Section: Editorial
Page: 6B
ISRAEL CREATED THROUGH TERRORISM

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

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

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

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

Sahwell uses an email address 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?



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April 13

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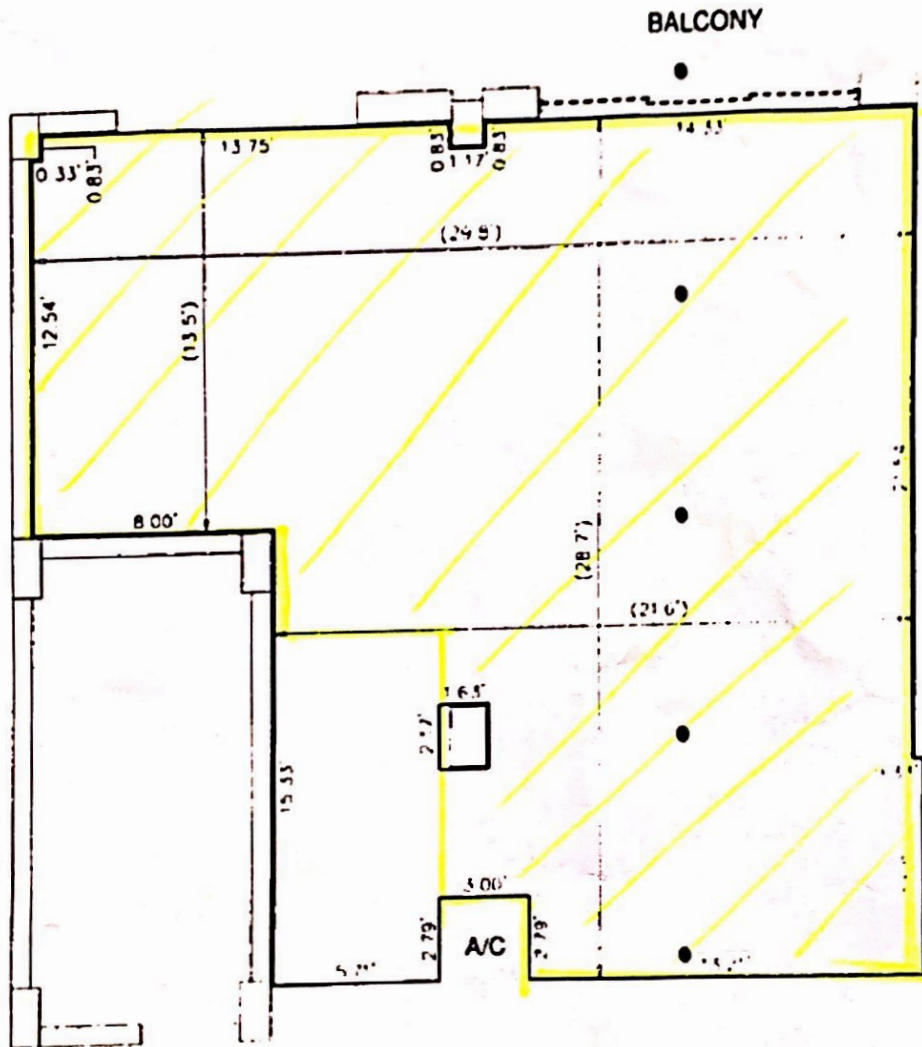
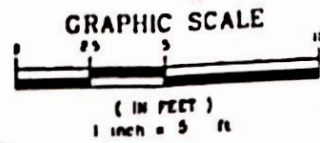
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CARLISLE ON THE OCEAN A CONDOMINIUM

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

Cat No: 0107301 Date Printed: 8/27/01 3:16p

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).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C, No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

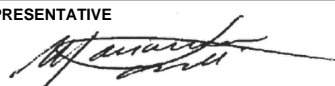
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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"/> COMMERCIAL GENERAL LIABILITY <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 \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

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		NAIC # 12833	

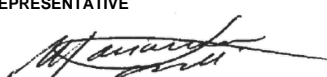
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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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"/> COMMERCIAL GENERAL LIABILITY <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
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	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**

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 (6th 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

JOB ADDRESS: 9195 Collins Ave, unit 1013, Surfside, FL 33154							
OWNER'S NAME: A AND M TEAM							
OWNER'S ADDRESS: 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141							
CITY: Miami Beach		PHONE# (240) 421-6466		FAX #			
FEE SIMPLE TITLE HOLDER'S NAME:			ADDRESS:				
CONTACT PERSON: MARINA KOSTIC			PHONE# (240) 421-6466				
EMAIL ADDRESS: m.kostic.2020@gmail.com							
CONTRACTOR: FLAVIENNE SANT ANNA M ANASTACIO							
MAIL ADDRESS: 100 Bayview DR #1930							
CITY: Sunny Isles Beach		STATE: FL		ZIP CODE: 33160			
PHONE # (786) 780-1766		FAX #		EMAIL: m47services@gmail.com			
CERT COMPETENCY: DBPR			STATE REGISTRATION: FL CGC1527388				
LOT	BLOCK	PRESENT USE:		PROPOSED USE:			
FOLIO NUMBER: 14-2235-043-0940			SUBDIVISION:				
NO. OF STORIES		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 checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
VALUE OF WORK: (Total all Trades): \$6,000			SQ. FT: (TOTAL)		LINEAR FEET		
DESCRIBE WORK: REMOVE AND INSTALL TILE FLOORING, EXCEPT BALCONY AND BATHROOM.							
ARCHITECT/ENGINEER'S NAME							
ADDRESS:							
PHONE#		FAX#		EMAIL			
MORTGAGE LENDER NAME:							

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

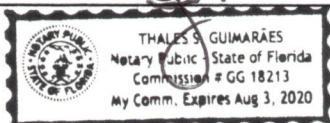
SIGNATURE Flavienne Santana

STATE OF FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me
this 20th day of May, 20 20
by FLAVIENNE SANTANNA

NOTARY:

SEAL:



Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

OWNER:

(Print Name): MARINA KOSTIC

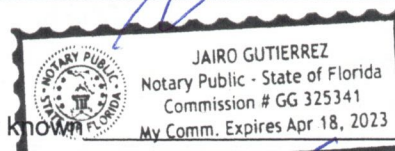
SIGNATURE: Marina Kostic

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
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
Regional			
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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HOME > INSTALLATION MATERIALS > WOOD & LAMINATE > UNDERLAYMENT

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 CART

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
April 13, 2021
7:00 pm**

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

Date: 12/31/2020

Prepared by: Mayor

Subject: High Water Bill

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
TOTAL AMOUNT DUE	\$483.90
DATE DUE	01/26/2021

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

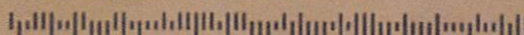
Amount Enclosed \$ _____

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





**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 1/20/21

Prepared by: Mayor

Subject: Zoning code timetable

Objective: Discussion regarding the direction, costs and needed review schedule related to the repeal and reconstruction of the old zoning code.

Recommendation: Create a schedule for community and P&Z board input workshops to review, comment and make suggestions on the updated zoning code framework presented at the last Commission meeting.



MEMORANDUM

ITEM NO. 9W

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: March 9, 2021
Subject: Kayak Launch Survey Results

In late 2020, the Town Commission directed staff to create a survey to gauge resident interest in a community kayak launch. The Commission provided suggested questions to prompt resident responses in regards to overall interest and possible launch locations. The survey ran from December 1, 2020 – February 1, 2021 and was shared with residents on the Town's website, in eblasts, and mailed in the January 2021 Gazette.

The Town received a total of 637 submissions, including 50 mailed entries. Surfside residents support having a resident-only kayak launch in the Town, with the most common location suggestion being the 96th Street Park.

All submissions, both mailed and web, were tallied for the following overall results (highest tallies in bold):

- Would you be interested in a kayak launch in Surfside?
 - **Yes: 524**
 - No: 110

- Do you support the purchase of vacant land by the Town to facilitate this initiative?
 - **Yes: 419**
 - No: 205

- Should the kayak launch be limited to Surfside residents only?
 - **Yes: 495**
 - No: 111

- Would you like the space to include fishing?
 - **Yes: 322**
 - No: 295

- Would you like the space to include outdoor fitness equipment?
 - **Yes: 321**
 - No: 294

- Would you like the space to include a facility with restrooms?
 - **Yes: 311**
 - No: 301

Over the years, adding a kayak launch to the Town's recreation amenities has been brought up through various channels and continues to capture interest from residents. Town Administration is seeking direction from the Town Commission on how to proceed.

Full data from the survey results is available upon request in the Town Clerk's Office.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 2/24/21

Prepared by: Mayor

Subject: Zoning in progress

Objective: To discuss the removal of the zoning in progress

Recommendation: Reinstate the Zoning in progress



9Y

**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 2/2/2021

Prepared by: Mayor

Subject: Motorized bikes on the hardpack

Objective: To propose a ban of motorized bikes on the hardpack and/or walking path.

Recommendation: Pass an ordinance banning motorized bikes on hardpack and/or walking path.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/1/2021

Prepared by: Mayor

Subject: Increased commercial airliner flights over Surfside

Objective: Invite our County representative to advise on what steps are and can be taken to address the increase in noise related to increase in commercial flights over Surfside.

Recommendation: Take the recommended steps to reduce the increase in flights over Surfside.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Install a lighted, pedestrian controlled, high visibility crosswalk at 90th Street and Harding Avenue.

Objective: To eliminate deaths of those crossing this very dangerous street location.

Recommendation: Approve the measure.





**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Purchase or Lease of Electric Vehicle for Downtown Use

Objective: To take pressure off of the Abbott lot, provide for a higher utilization of the Abbott lot and provide easy, quick access for visitors wishing to shop at our downtown businesses.

Recommendation: Approve the purchase or lease of electric vehicle, like the one below, to run from 10am to 10pm from our South Harding lot to our downtown district on a constant loop. Charge dramatically less for the parking, or provide initial free parking to encourage visitors to use the lot. Of course, residents park free in the large lots.



Saved from sainty-ht.en.made-in-china.com

[Hot Item] Close-up Pictures of Electric Shuttle Bus (SHT-T14)

Basic Info Product Description Customer Question & Answer Ask something for more details (0) Model NO. SHT-T14 Fuel 100% Pure Electric Power Origin China HS Code 8703101900 Performance...



Saved by **Adrea Gibbs**

2

[Electric Power](#) [Electric Cars](#) [Power Motors](#) [Microcar](#) [Bus Ride](#) >

[More information...](#)



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: One-way automatic gate at 96th Street and Bay Drive

Objective: To stop traffic from entering Bay Drive at 96th Street and provide a 'freeze gate' button for children crossing Bay Drive at 96th Street.

Recommendation: Approve the gate.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Harding Avenue Parking

Objective: To reduce double parking on Harding, make quick access to stores and shops more available and direct most of the parking to our large lots.

Consideration: Dramatically raise the price of the remaining spaces on Harding Avenue to encourage the usage of our larger parking lots for stays over 15 minutes. Charge \$1 for each 15-minute stay, which would be the only option.

Recommendation: Approve the measure.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Pickup and drop off zones for each block at its center, on both sides, on Harding Avenue.

Objective: To eliminate double parking and direct longer-term parking to our lots, freeing up available short-term spaces in front of businesses.

Recommendation: Approve the measure.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/23/2021

Prepared by: Mayor

Subject: Draconian fines for residents

Objective: Fines should be enacted to encourage compliance, not punish or financially destroy our residents. The fines currently in force are onerous, overly punitive and abusive.

For example, the fine for failure to license a dog after 30 days is \$3000, walking a dog without a leash, \$3000, failing to use a collar, \$3000, particles from a construction site blowing onto Town property, \$15,000, work without a permit, \$15,000, repairing a seawall, \$15,000 and on and on.

Recommendation: Design a system that encourages compliance without attacking residents with onerous fines.

RESOLUTION NO. 14 - 2234

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AMENDING THE SCHEDULE OF CIVIL PENALTIES AND ADMINISTRATIVE FEES TO BE ASSESSED FOR VIOLATION OF THE CODE OF THE TOWN OF SURFSIDE, AS PROVIDED IN CHAPTER 1 "GENERAL PROVISIONS", SPECIFICALLY SECTION 1-8 "PENALTY FOR VIOLATIONS", AND CHAPTER 15 "CODE ENFORCEMENT" SPECIFICALLY SECTION 15-18 "VIOLATIONS; SCHEDULE OF CIVIL PENALTIES"; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission approved a list of enforcement priorities for the Code Compliance Division on November 17, 2013; and

WHEREAS, the Town Administration reviewed the civil penalties and compliance periods for the priority items, as well as other code violations; and

WHEREAS, Resolution No. 1569 adopted on March 9, 1999, which addressed civil penalty schedules has been found to be inconsistent, outdated and no longer in keeping with the Town Code; and

WHEREAS, pursuant to Section 15-18 of the Code of Ordinances, violations of said Ordinance shall be subject to the imposition of penalties, pursuant to which the Town Commission may adopt from time to time by Resolution, a schedule showing the sections of the Code, ordinances, laws, rules or regulations, which may be enforced and, the dollar amount of civil penalty for the violation of such provisions; and

WHEREAS, except as otherwise provided in Chapter 15 above, Chapter 1 Section 1-8 provides a penalty for violations of all other Sections of the Code of Ordinances; and

WHEREAS, it is in the best interest of the Town to preserve the public health, safety and welfare of the residents and the Town Commission is charged with preserving and maintaining the aesthetic standards and preventing public safety hazards of the Town.

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

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

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Civil Penalties and Administrative Fees Schedule for Code Compliance and Enforcement Related Services.

- 1) Incorporated herein as Attachment "A" is a schedule of civil penalties and administrative fees adopted pursuant to Chapter 1 Section 1-8 and Chapter 15 Section 15-18 of the Code of Ordinances. Any sections of the Code not listed in the attached schedule, or for which a dollar amount of civil penalty for violation thereof is not listed, shall be subject to the imposition of penalties as provided under Section 1-8 and any other applicable penalty sections of the Code of the Town of Surfside. Each day of violation shall constitute a separate, punishable offense for which the daily penalty shall accrue.
- 2) For violations of any section of the Town Code for which a specific penalty is not prescribed herein, a penalty shall be imposed which shall not be less than \$25.00 or more than \$250.00 per day for a first violation and shall not be less than \$50.00 or more than \$500.00 per day for a repeat violation. For the purposes of continuing violations, each day shall constitute a separate violation.

Section 3. Effective Date. The Commission of the Town of Surfside hereby ordains that this Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED on this day of July 10, 2014.

Motion by ^{vice Mayor} Commissioner Tourgeman, second by Commissioner Olchyk.

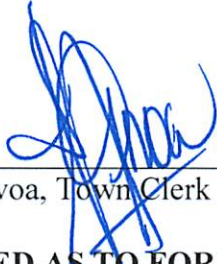
FINAL VOTE ON ADOPTION

Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Absent
Yes
Yes
Yes
Yes

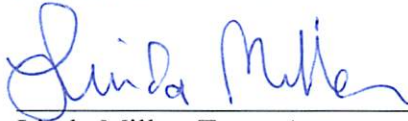

Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Town Attorney

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Chapter 6	Alcoholic Beverages	Failure to comply or conform to any requirement of the Town Code relating to alcoholic beverages.	\$250.00	\$500.00
Section 6-8	Offenses, Miscellaneous Provisions	Failure to comply or conform to any requirement of the Town Code relating to music and/or entertainment.	\$100.00	\$200.00
Chapter 10-2	Animals	Killing birds and squirrels.	\$250.00	\$500.00
Section 10-28(c)	Animals	Allowing a dog to run at large	\$50.00	\$100.00
Section 10-28(c)	Animals	Allowing a dog to be improperly leashed	\$50.00	\$100.00
Section 10-30	Animals	Failure to license any dog	\$50.00	\$100.00
Section 10-32	Animals	Failure to remove fecal excrement	\$100.00	\$200.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, into any store where food for human consumption is sold or held for sale.	\$50.00	\$100.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, at any time to any public beach in town.	\$100.00	\$200.00
Section 10-34	Animals	Failure to have one's dog properly collared.	\$50.00	\$100.00
Section 10-36	Animals	Keeping or harboring any dog that engages in frequent or habitual barking, yelping or howling; that is mean or vicious; that becomes a nuisance.	\$50.00	\$100.00
Section 10-36	Animals	Any cruelty to a dog, as defined.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Performing mechanical or hand abrasive operations involving removal of paint, rust or other materials from any source resulting in particles that can float, drop, or be blown to adjoining property or into public ways or streets.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Failing to confine all loose particles and abrasives from processes involving use of air pressure applications with suitable means to prevent their transferring to the ground,	\$250.00	\$500.00
Section 14-28,90-37	Buildings and Construction	Performing or having performed work without first obtaining required permit.	\$250.00	\$500.00
Section 14-87	Bulkheads	Construct any groin, bulkhead, seawall, jetty, breakwater or other protective work or to place any permanent or temporary structure of any nature whatsoever east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-87	Bulkheads	Repair, extend, alter or replace any existing structure lying east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Erect any structure within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Repair, extend, alter or replace any existing structure lying within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Erect any structure within 20 feet landward of the Indian Creek bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Repair, extend, alter or replace any existing structure lying seaward of the Indian Creek waterway or existing bulkhead or within 20 feet landward of such bulkhead line..	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 18-85 (a)	Businesses (Civil Fines and Penalties)	First Violation (Sidewalk Café Ordinance)	\$100.00	Second violation within the preceding 12 months: \$250.00. Third violation within the preceding 12 months: \$500.00. Fourth violation within the preceding 12 months: \$750.00. *Fifth violation within the preceding 12 months: \$1000.00. **Sixth violation within the preceding 12 months: \$1000.00.
Section 18-88 (g)	Businesses (Permitted areas; conditional permit; town manager's right to remove sidewalk cafes)	Failure to respond to Town Manager's emergency notifications, and removal of sidewalk café furnishings by Town.	\$1,000.00	
Section 34-30	Buildings and Construction	Unlawful connection of any sanitary sewer drains to the town's drainage system.	\$250.00	\$500.00
Section 34-30	Buildings and Construction	Unlawful connection of any storm drains to the town's sanitary sewer system.	\$250.00	\$500.00
Section 46-1	Health	Violation of the Florida Department of Health and Rehabilitation Services, or responsible department or agency.	\$250.00	\$500.00
Section 54-62	Offenses, Miscellaneous Provisions	Drinking any beer, wine or any other alcoholic beverage on any street, sidewalk, pedestrian mall, alley, highway, playground or park in the town.	\$100.00	\$200.00
Sections 54-78 to 54-79	Offenses, Miscellaneous Provisions	Creation of any prohibited noises at any prohibited times or locations.	\$100.00	\$200.00
Section 78-51	Sewers and Sewage Disposal	Construction or maintenance of any septic tank or sanitary privy.	\$100.00	\$200.00
Section 78-54	Sewers and Sewage Disposal	Discharge into the town's sanitary sewer any prohibited material or substance.	\$250.00	\$500.00
Section 90-41.1(c)(2)	Zoning - Resort Tax and Enforcement	Resort Tax violations are subject to the following fines. The special master may not waiver or reduce fines set by this section.	\$500.00	Second violation within the preceding 12 months: \$1,500.00. Third violation within the preceding 12 months: \$5,000.00. Fourth or greater violation within the preceding 12 months: \$7,500.00.
Section 90-184	Bulkheads	Erect, repair, extend, alter or replace: Dock and pier projecting into Biscayne Bay waterway beyond the waterway line more than 20 feet. Dock and pier projecting in Indian Creek waterway beyond the waterway line more than 10 feet. Dock and pier projecting into Point Lake waterway beyond the waterway line more than 15 feet.	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 90-187	Bulkheads	Construction, repair, alteration, extension or replacement of any bulkhead, sea wall, shore protection or any structure on Biscayne Bay, Indian Creek and Point Lake without required permit.	\$250.00	\$500.00

Note: All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense.

- * Also subject to suspension of sidewalk café permit for one weekend (Saturday & Sunday).
- ** Also subject to revocation of sidewalk café permit for the remaining portion of the permit year.

ADMINISTRATIVE FEES, ABATEMENT COSTS, AND OTHER CIVIL FINES

Issue	Description	Fee	Fine	Note
Code Compliance Abatement	Fees based on actual costs incurred and staff time	Contractor Costs and/or staff hourly costs		
Code Compliance Abatement Related Administrative Fees	Fees based on actual costs incurred and staff time	Fees based on actual staff hourly costs for administrative process		
Lawn Cutting & Clearing Cost	Per Lawn Cutting Service	Fees based on actual Contractor costs and/or staff hourly costs		
Code Compliance Lawn Cutting Administrative Fee	Per Lawn Cutting Service	\$125.00	\$25.00	per occurrence
Trash & Debris Over-the-Limit Pick-Up Fees & Fines	Per cubic yard fee:	\$15.50	\$25.00	per occurrence
Construction Debris Pick-Up Fee & Fines	Per cubic yard fee:	\$30.00	\$25.00	per occurrence



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 4/2/21

Prepared by: Mayor

Subject: Surfside's brand name, Miami's uptown beach town.

Objective: Reword our brand, which sends an inaccurate message, to reflect our residents' vision of Surfside as a small-town oasis.

Recommendation: Revise the brand to better reflect our resident's vision. The current brand-name implies we are the uptown portion of a downtown, Miami Beach, which we are not. Nor do we want to be a worldwide tourist hotspot, nor do we want to be an overcrowded, overrun, over busy municipality. We want to be what we've always been – a slice of paradise, catering to our families, offering them an unparalleled way of life – with a visitor component that can accommodate the friends of our families, and a very limited number of tourists who want to come and enjoy the slice of paradise that our unique location and combination of amenities offers.

I believe that the brand should be revised to say, Miami's beachside oasis, or something along those lines, reflecting a peaceful, serene, high quality, small-town.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021

Prepared by: Commissioner Charles Kesl

Subject: Parking and other Traffic Solutions in the Business District to Support Local Businesses

Objective: Identify and implement parking and other traffic solutions, to support local businesses in the Business District, while prioritizing safety, health and wellness.

Consideration: The COVID pandemic has impacted businesses, sales, vacancies, as well as business models and strategies. The DVAC Committee has voted to explore options for the Surfside business district.

We can look at providing vouchers for parking, perhaps electronically, to local businesses. A certain number would allow each business to serve their most important clients as a priority, or perhaps new customers. As business owners and managers have told me on the East side of Harding, they are challenged with limited parking in front and a small back alley that does not allow parking or perhaps even standing.

Parking rates could be reduced or dropped.

Time maximums could be limited or reduced to 15, 20 or 30 minutes to allow for a greater turnover in parking spots to serve more clients overall.

A promotion could be run where with a purchase in the business district parking expenses could be reimbursed by the Town. It could be any purchase, or a purchase above a certain amount. Customers could scan, photograph and remotely send receipt or proof of purchase along with their parking receipt. This process could be done paper-free or no handling, safer under COVID.

A promotion could be distributed via existing communication channels such as e-blast with a code or voucher to redeem free parking and explore Surfside offerings.

From Frank Tigueros, who has coordinated the DVAC Committee:

Parking Vouchers & Incentives: Chair Meischeid had requested this item in response to your suggestion to facilitate parking in the downtown district by potentially reducing or dropping parking rates altogether, as the Town isn't necessarily looking for parking revenue. Discussions took place on the different perceptions of parking issues in town; some call it a problem while others think it is good enough. The committee unanimously made a generic recommendation to have the Town Commission explore ways to improve

parking in the downtown district. A follow up meeting will be scheduled for early January with Chair Meisheid, the Manager, Assistant Town Manager, Public Works, Parking and myself to further discuss parking incentives.

(If the meeting was held, there should be minutes to review.)

Vice-Mayor Paul has brought forth discussions and ideas to allow drop off areas in the business district to alleviate double parking. The Vice-Mayor circulated the idea which she says is a part of previous Commission meeting minutes pre-March 2020.

The DVAC Committee also supports widening the sidewalks, which runs contrary to having immediate parking spaces available more often to more customers and potential customers.

Chief Yero has alerted us to the fact that traffic and safety on Harding Ave in particular in the business district has been challenging. Parallel parking on both sides and double-parking can create backups and hazards. Increasing frequency of turnovers on increases the risks.

Angled parking is an option that may be safer and may increase the number of parking spots.

The Rideshare spots can be expanded for general "Curbside Pickup" as well.

Florida Department of Transportation must approve any and all changes to Harding Avenue, including any changes to parking, based on my understanding.

Recommendations: Reduce maximum parking times along both sides of Harding Avenue to 30 minutes, subject to Chief Yero approval.

Do not reduce rates overall now that parking seems to be quite utilized. Note: Confirm observation with statistics. If statistics show availability that justify incentivizing, and Chief Yero says okay based on, cut parking rates 50% everywhere other than along Harding Avenue.

Run promo: For businesses with reported sales of less than \$750,000 in 2020 (or ideally from March 1 2020 through Feb 2021), with a purchase over \$20 in business district parking expenses can be reimbursed by the Town. Customers could scan, photograph and remotely send receipt or proof of purchase along with the parking receipt. This process could be done paper-free or no handling, safer under COVID.

Offer Voucher: If systems allow, offer business owners the opportunity to pay for parking for up to 150 select customers per month (5 per day) or 300 per month (10 per day) as an incentive.

If systems do not allow this to be done electronically, allow businesses to submit digitally the parking receipts with name, address, phone number (and optionally email address) of each client for random validation.

Run free parking promo: If feasible with our electronic parking system, distribute via existing communication channels such as e-blast with a code or voucher to redeem free parking up to maximum allowed time and explore Surfside offerings. Many on our email list do not have parking passes or are outside of Surfside in neighboring communities and beyond.

Curbside Pickup: Extend Ride-share pickup and drop off to “Curbside Pickup” from all businesses, food and other retail, for customers direct and third-party delivery providers. 10 minutes maximums.

Bicycle lanes: Existing lanes now white should be the white with green background for continuity with Bay Harbour Islands and the Broad Causeway and North Beach in Miami Beach.

Medium and long term Planning: Research and implement a Hybrid reconfigured traffic and parking model based on best practices and input from local businesses and DVAC to support businesses and their sales.

Plan and execute in consultation and alignment with FDOT, targeting and accessing grants at county, state and national U.S. Department of Transportation level.

Integrate flow and safety of pedestrians, bicycles, and public transportation, integrating bicycle parking and outdoor seating for restaurants and pedestrian traffic.

Widen sidewalks where possible given considerations and limitations.

Consider Zoning that allows rooftop dining to utilize what now is underutilized space in the business district, while maintaining character of place and small Town charm.

Position Surfside business district as a slightly downscale and small-town, hometown, charming alternative to the Bal Harbour shops area. Market with simple digital media through geofencing Bal Harbour shops map coordinates. Uptown Beachtown Hometown theme, “take a break for something different.” Capitalize on what differentiates Surfside. Attract customers who likely are already parked in the Bal Harbour garages and/or staying in Bal Harbour.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Charles Kesl
Subject: Ending Option to Contribute to Parking Fund in lieu of having Required Parking in Building Plans

Objective: New construction proposals should include the parking required, because without it, public parking takes on the burden.

Consideration: The ordinance creating the option of a Parking Fund and managing its funds currently allows new permit applicants to pay into the fund in lieu of having the required number of parking spots to support the operation of the new construction proposed.

In the future we may have alternatives to cars needing parking, but today we do not. When a building does not have parking for its users and operations, the impact hits public parking, whether private and public parking lots or public streets. This in turn impacts local businesses because their customers and employees may need to access to parking nearby. Town streets including in the Residential area are impacted by increased demand, too.

The Parking Fund ordinance manages and regulates the monies collected to date.

The fund ordinance is independent of the Code and Zoning review and discussion taking place. Closing it to new applicants can be done now, and the change can be integrated into the Code and Zoning in Progress accordingly.

Recommendation: Amend Parking Fund ordinance to end now the buy-in option for new permit applicants and new construction.

Management and regulation of monies collected to date should focus on identifying and implementing sustainable, resilient and “green” solutions to traffic problems, congestion, and safety issues. The Town needs solutions that do not encourage more traffic to, from and through Town, and the fund can be used in conjunction with local, state and national planning organizations to achieve real, regional solutions. The fund’s monies can be used as matching funds towards these larger goals, the greater good and our future. Amend parking fund ordinance as applicable.

Work with privately held garages to offer parking spots during times their parking may be underutilized while there is high demand elsewhere. Offer public shuttles and convenient, safe walking routes to connect demand with supply, as needed.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Commissioner Charles Kesl
Subject: Daylight Plane requirement for new construction

Objective: Ensure residents in their homes and others in Town properties stay in adequate Florida sunshine, not total dark shadow of neighboring new construction projects, while considering and not unduly burdening creativity and viability of new projects.

Consideration: When new construction maximizes cubic area allowed, walls often head straight up to the maximum and make a 90 degree angle to a flat roof. By design, this limits the sun to anything below. If or when the sun shines at that angle, it is blocked.

Consider how dark the beaches of Bal Harbour are compared to Surfside much of the day. That is because the height of the building is higher and the setback from the beach is shorter in Bal Harbour than in Surfside.

Daylight Plane assessment is a method by which other municipalities have secured more sunshine, air and space to communities and softened the transition from one neighborhood to another, and one property to another. It is in use in Sarasota, Florida, the county and the city. The information here is taken from Sarasota as well as other Towns and resources, and should be verified by Town staff and professionals as it is being considered.

Language is important so I tried to maintain its detail to get the benefit of any prior review.

“Daylight plane” is intended to provide for light and air, and to limit the impacts of bulk and mass on adjacent properties.

“Daylight plane” means a height limitation that, when combined with the maximum height limit, defines the building envelope within which all new structures or additions must be contained.

The daylight plane is an inclined plane, beginning at a stated height above average grade and extending into the site at a stated upward angle to the horizontal up to the maximum height limit.

The daylight plane may further limit the height or horizontal extent of the building at any specific point where the daylight plane is more restrictive than the height limit applicable at such point on the site.

Consider it the vertical counterpart to setbacks, which determines the maximum height that a building can be. Like the setbacks, the daylight plane is invisible but crucial. Careful consideration of the requirements can cause design-altering and livability-altering consequences if ignored.

Consider a “hip” style roof, common in Surfside. This is one shaped like a pyramid that, when secured with straps, historically is the type of roof that has received the best discounts for insurance. The angle of the roof is the building’s “daylight plane”. At a certain height, it cuts at a certain angle to the height of the roof and the building.

Mansard style roofs also have a daylight plane up to the point of the flat part of the roof.

A common use of daylight plane in other city ordinances seems is below. (The height at which the daylight plane begins is typically lower in sensitive and historic areas.)

- Angle of forty-five degrees vertically measured from side yard setback lines.
- Begins at 25 feet above FEMA or state-mandated elevation.
- Exceptions that can break the perimeter of buildable structure, other municipalities have chosen to include, are: roof overhangs that are 3 feet or less, dormers that do not exceed 12 feet in combined length or 25% of the length of the side where the dormers are located.

The daylight plane requirements typically do not apply to the side yards of a property contiguous with a Right of Way, based on my layman’s research.

All the major environmental assessment standards award credits for daylight, my research to date shows, with Europe leading the way. Daylight contributes to health and wellness at home and work, whether indoors or outdoors.

Recommendation: Consider daylight plane as a solution to be incorporated into the Zoning of Surfside.

Daylight plane is a solution for other municipalities facing Surfside’s challenges of maximized cubic areas for new construction, and the bulk and mass.

It provides for transition from property to property and allows for sunlight, air and open space, which in recent years have been denied to many of our neighbors in Surfside when a property is sold and reconstructed, or more often sold, torn down and constructed anew.

This is a new idea and like other new ideas are not in the most recent code nor in the previous code. It does not require reconciliation to release a “more restrictive and best” of the two Codes. Therefore, considering it along with other new initiatives, will likely take time for due diligence and assessment, and time is of the essence if we are to release the Code. And that does not include time to take to voters for them to approve, which must be done with any changes to density and intensity which includes increasing height maximums. The entire new Code should be taken to voters to approve, with requirements

raising the bar to amend, to prevent the creation of loopholes and secure Surfside's "small town" way of life.

Daylight plane requirement should be integrated in the Town's plan because it allows for transition between structures and makes a community healthy. It can be integrated now, I believe renderings will show. Even new construction raised to FEMA levels will have more than adequate options for a beautiful home for a family. It just will not be as big as some would like. I expect to hear economic and other arguments against it, as I have heard. I believe as those who have come before us that Surfside's value is in its common-sense code that differentiates us and makes our neighborhoods livable and desirable.

New construction must rise above FEMA designated levels, but existing construction, streets, utilities and everything else in Town do not. The Town needs a master plan for all to get to FEMA to currently required minimum heights above sea level for new construction, and perhaps to go even higher. The master plan needs to be done in conjunction with FEMA and other leading authorities. We are part of a region and cannot and should not go it alone on a master plan for the Town as it faces imminent threat of rising and surging sea levels into the future.

We do deserve daylight, now and into the future.