



**Town of Surfside  
Regular Town Commission Meeting  
AGENDA  
September 14, 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. Presentation of Certified Municipal Clerk Designation (CMC) to Deputy Town Clerk Evelyn Herbello by FACC South District Director Elizabeth Garcia-Beckford – Andrew Hyatt, Town Manager**

**G. Appointment to Boards and Committees – Sandra N. McCready, Town Clerk**

- **Planning and Zoning Board – Commissioner Salzhauer**
- **Planning and Zoning Board – At-Large**
- **Pension Board – At-Large**
- **Personnel Appeals Board – Mayor Burkett**
- **Personnel Appeals Board – Commissioner Kesl**
- **Personnel Appeals Board – Commissioner Salzhauer**
- **Personnel Appeals Board – Commissioner Velasquez**

**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 (Pages 1-81)
- March 2, 2021 Special Commission Meeting Minutes
  - April 20, 2021 Zoning Code Workshop Meeting Minutes
  - May 26, 2021 Zoning Code Workshop Meeting Minutes
  - June 22, 2021 Zoning Code Workshop Meeting Minutes
  - August 10, 2021 Regular Town Commission Meeting Minutes
- \*B. Town Manager’s Report** – Andrew Hyatt, Town Manager (Pages 82-96)
- \*C. Town Attorney’s Report** – Weiss Serota, Town Attorney (Pages 97-108)
- D. Committee Reports** - Andrew Hyatt, Town Manager (Pages 109-143)
- June 3, 2021 Budget Advisory Committee Meeting Minutes
  - June 21, 2021 Parks and Recreation Committee Meeting
  - August 5, 2021 Planning and Zoning Board Meeting Minutes
- E. Approval of the American Rescue Plan Act (ARPA) coronavirus Local Fiscal Recovery Fund Agreement** – Andrew Hyatt, Town Manager (Pages 144-173)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING AN ALLOCATION OF \$2,830,324 IN CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FROM THE U.S. DEPARTMENT OF TREASURY UNDER THE AMERICAN RESCUE PLAN ACT; APPROVING AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

- F. Memorandum of Understanding between of the Town of Surfside, the Village of Bal Harbour, and the Town of Bay Harbor Islands for a School Resource Officer at Ruth K. Broad K-8 Center School** - Andrew Hyatt, Town Manager (Pages 174-181)

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, FLORIDA, THE VILLAGE OF BAL HARBOUR, FLORIDA, AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO FUND THE COST OF A SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**G. Health Insurance Renewal – Andrew Hyatt, Town Manager (Pages 182-291)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS CONTRACTS FOR FISCAL YEAR 2021/2022 WITH CIGNA FOR EMPLOYEE HEALTH INSURANCE AND DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND AMERIFLEX FOR FLEXIBLE SPENDING ARRANGEMENT (FSA) BENEFIT SERVICES, HEALTH REIMBURSEMENT AGREEMENT (HRA) SERVICES, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH CIGNA, MUTUAL OF OMAHA, AND AMERIFLEX FOR THE RESPECTIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**H. Community Development Block Grant – Mitigation – Stormwater Grant – Andrew Hyatt, Town Manager (Pages 292-354)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A \$107,500 COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) TO DEVELOP A DRAINAGE IMPROVEMENT PLAN FOR THE TOWN'S STORMWATER SYSTEM; APPROVING A FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT WITH THE DEO; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**I. Pelican Harbor Seabird Station Sponsorship Request – Andrew Hyatt, Town Manager (Pages 355-408)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION TO THE PELICAN HARBOR SEABIRD STATION IN SUPPORT AND SPONSORSHIP OF THEIR PROGRAMS; 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. Approval of All-Way Stop Control Warranty Study for 88<sup>th</sup> Street - Andrew Hyatt, Town Manager (Pages 409-416)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PURCHASE ORDER TO THE CORRADINO GROUP, INC. TO PERFORM TRAFFIC ENGINEERING SERVICES FOR THE 88<sup>TH</sup> STREET CORRIDOR MULTIWAY STOP WARRANT STUDY PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**B. 96<sup>th</sup> Street Park Design-Savino Miller – Andrew Hyatt, Town Manager (Pages 417-421)**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FINAL DESIGN DEVELOPMENT PLANS FOR THE 96<sup>TH</sup> STREET PARK PROJECT PREPARED BY SAVINO & MILLER DESIGN STUDIO, P.A.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**6. Good and Welfare/ Public Comments from Residents**

*(Set for approximately 8:15 p.m.)*

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

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

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

**8. Unfinished Business and New Business**

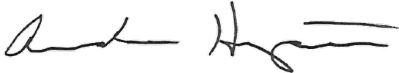
**9. Mayor, Commission and Staff Communications**

- A. Ending Option to Contribute to Parking Fund in Lieu of having Required Parking in Building Plans** – Commissioner Charles Kesl (Pages 422-427)
- B. Demolition by Neglect** - Mayor Charles W. Burkett (Pages 428-430)
- C. Excessive Homeless Contribution made by the Former Commission** - Mayor Charles W. Burkett (Pages 431-438)
- D. Lowering of Property Taxes and Water Bills – Staff Report** – Andrew Hyatt, Town Manager (Page 439)
- E. Climate Environmental Collective Revised** - Vice Mayor Tina Paul (Pages 440-442)
- F. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer (Pages 443-448)
- G. Community Center Pool Deck Lighting - Staff Report** – Andrew Hyatt, Town Manager (Pages 449-450)
- H. Community Center Second Floor – Staff Report** - Andrew Hyatt, Town Manager (Page 451)
- I. Amend Tourist Board Ordinance** – Commissioner Nelly Velasquez (Page 452)
- J. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett (Pages 453-475)
- K. Cone of Silence/Secrecy** – Mayor Charles W. Burkett (Page 476)
- L. License Plate Readers** – Mayor Charles W. Burkett (Page 477)
- M. Cancel Culture in Surfside** - Mayor Charles W. Burkett (Pages 478-484)
- N. Permit Process** - Mayor Charles W. Burkett (Pages 485-496)
- O. High Water Bill** – Mayor Charles W. Burkett (Pages 497-498)
- P. Increased Commercial Airliner Flights over Surfside** - Mayor Charles W. Burkett (Page 499)
- Q. Purchase of Electric Vehicles** - Mayor Charles W. Burkett (Page 500)
- R. One-way automatic gate at 96<sup>th</sup> Street and Bay Drive** - Mayor Charles W. Burkett (Page 501)
- S. Draconian Fines for Residents** - Mayor Charles W. Burkett (Pages 502-508)
- T. Surfside’s Brand Name, Miami’s Uptown Beach Town** – Mayor Charles W. Burkett (Page 509)
- U. Daylight Plane Requirement for New Construction** – Commissioner Charles Kesl (Pages 510-512)
- V. Six Month Performance Evaluation of Town Manager Andrew Hyatt** - Mayor Charles W. Burkett (Pages 513-514)

- W. Abandoned Sports Equipment on Streets, Unmarked Unattended –**  
Commissioner Charles Kesl (Pages 515-516)
- X. EpiPen -** Commissioner Eliana Salzhauer (Pages 517-520)
- Y. Private Security Service –** Mayor Charles W. Burkett (Page 521)
- Z. Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes  
Necessary to Prevent Another Catastrophe –** Commissioner Eliana  
Salzhauer (Pages 522-551)
- AA. Remote Participation by Commissioners –** Commissioner Charles Kesl  
(Page 552)
- BB. Champlain Tower South Memorial Wall and Permanent Memorial –**  
Vice Mayor Tina Paul (Pages 553-560)
- CC. Zoning Code Text Amendment -** Vice Mayor Tina Paul (Pages 561-573)

## 10. Adjournment

Respectfully submitted,



Andrew Hyatt  
Town Manager

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

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

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

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

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



**Town of Surfside  
Special Town Commission Meeting  
MINUTES  
March 2, 2021  
3 p.m.**

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 3:02 p.m.

**B. Roll Call of Members**

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

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

Absent: Commissioner Eliana Salzhauer.

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, Town Attorney Tony Recio, Building Official Ulises Fernandez and Town Planner Walter Keller.

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

Mayor Burkett explained the importance of this meeting, and the need to extend the zoning in progress.

Commissioner Kesl stated that he does see that this meeting is for the extension of the zoning in progress and that some clarifications were made to the text. He then asked for an explanation of how the clarification came about.

Town Attorney Recio addressed the question from Commissioner Kesl regarding the clarification. He advised that one change was to clarify the fence specifications in order for residents to get their fences in place and the other change has to do with single family or duplex driveways. He stated that after working with Town Planner Keller, they drafted the language to handle these issues.

Commissioner Kesl stated he is comfortable with this but has a question regarding the no motels no hotels section and is that to allow anyone with existing boutique hotels to be able to keep them and how that would be dealt with moving forward.

Town Attorney Recio addressed the question from Commissioner Kesl regarding the hotels and stated that is already in place in the current version of the draft code but they did not put it in here because they did not get specific direction to place it in this zoning in progress. They are trying to keep this zoning in progress limited for now.

Commissioner Kesl agrees with keeping this zoning in progress limited and continue working on the zoning code.

Commissioner Velasquez wanted to confirm that the existing hotels would be grandfathered in with this protection in the code.

Town Attorney Recio stated that this zoning in progress does not do anything with existing hotels and it is not impacting them immediately, it only states that no new hotels could be built.

Commissioner Kesl asked if the no motels no hotels that are new are coming from the new code?

Mayor Burkett stated that the old code allows for motels and hotels.

Town Attorney Recio stated that the 2006 code allows them on the west side.

Mayor Burkett addressed the comments made by Commissioner Kesl.

Commissioner Kesl stated that for consistency they might want to leave the restriction of the hotels and motels in the new code.

Mayor Burkett stated that is where it is now in the zoning in progress. He stated that there were no hotels allowed on the dry side of Collins but there were motels.

Commissioner Kesl stated that he is fine with either and spoke regarding having continuity until they come up with the final code.

Vice Mayor Paul stated that in the workshop they came up with excluding the historic district and asked if it should be in the zoning in progress.

Town Attorney Recio stated that they have language for that and they can put in the zoning in progress if they wish to. He read the language into the record addressing the hotels and motels in the H40 district.

Vice Mayor Paul spoke regarding the eaves of the sloped roofs and allowing up to 24 inches for the sloped roofs. She spoke regarding the 8 inches on the flat roofs and would like change only the sloped roofs to 24 inches.

Town Planner Keller stated that the consensus of the Planning and Zoning Board is that they liked the 24 inches for the sloped roofs and does not believe the 8 inches would work.



Vice Mayor Paul spoke regarding the 20% landscape must be Florida friendly and Town Planner Keller stated it does not describe a way to apply the percentage. She would like a better definition and examples of what is Florida friendly.

Mayor Burkett asked Town Planner Keller to explain what Florida friendly means.

Town Planner Keller stated that it means native plants that grow well in this environment and that non-native plants can sometimes work better or just as well. He stated that the application of the 20% is not properly defined and most people do not understand and would like to know how to specifically apply the 20%.

Vice Mayor Paul stated her recommendation is to look into it and define it properly.

Mayor Burkett addressed the comment made by Vice Mayor Paul and stated that he could call another meeting to discuss this and she can work with Town Attorney Recio and Town Planner Keller to define it.

Vice Mayor Paul commented that the solar panels should be stricken until they have it defined in the code and does not understand why it ~~should be~~ is restricted.

Mayor Burkett asked Town Attorney Recio to read exactly what is stated in the code addressing solar panels.

Town Attorney Recio read into the record ~~into the record~~ what the proposed zoning in progress notice states regarding the rooftop solar panels and explained that ~~the~~ under the zoning in progress notice, the regulations default to the 2006 code unless changed by the notice.

Mayor Burkett asked if that would be eliminated would there be a way for residents to place them on their roofs.

Town Attorney Recio stated that it would default back to 2006 Code which did not specifically allow solar panels.

Vice Mayor Paul asked if they can add it as one of the exceptions.

Mayor Burkett stated that it is an exception right now based on what the Planning and Zoning Board approves.

Vice Mayor Paul stated that she does not think it is friendly or encouraging to people who want to put up solar panels.

Mayor Burkett stated that if she wants to remove it from the Planning and Zoning Board, he does not think that would be correct. He stated that he would take away the last portion of the height limitation and it would be subject to the Planning and Zoning Board to approve it.

Mayor Burkett asked Town Attorney Recio to remove the last part where it states “do not exceed the height limitation” of the 2006 code and leave it up to the Planning and Zoning Board to approve.

Commissioner Velasquez suggested giving initiatives to encourage people to use more solar panels in order to make the Town more environmentally friendly.

Vice Mayor Paul stated that the idea is to provide incentives in order to encourage them to use solar panels.

Mayor Burkett suggested the revised language.

Vice Mayor Paul spoke regarding the roof deck provision. She explained that she understood the appeal of the roof deck to single family homeowners and suggested roof decks be permitted with restrictions and read those into the record.

Commissioner Velasquez stated that she objects to roof decks and living in a single-family one-story home, you lose privacy.

The following individuals from the public spoke on the item:

Jeff Rose asked what combination of the codes are being used.

George Kousoulas stated that they need to keep their eye on the ball which is to invigorate the zoning in progress and keep it simple.

Mayor Burkett answered Jeff Rose’s question and stated that they will use the most restrictive code.

Commissioner Velasquez asked Town Attorney Recio if they had roof decks in the 2006 or 2010 code and she stated she has an issue with roof decks.

Town Attorney Recio stated that in the 2006 they did not have roof decks but they did in the 2010 code.

Mayor Burkett spoke regarding the historic hotels and roof decks will need more discussion and information and address the setbacks as well.

Vice Mayor Paul would like to see the language before voting on it.

Commissioner Kesl stated that they should move forward in renewing the zoning in progress.

Vice Mayor Paul commented on the roof decks, clarifying that it is not a third floor, it is like a balcony of sorts.

Mayor Burkett stated that they need the details and he supports roof decks but needs to be worded correctly and they will come back with language for smaller hotels as well. He stated that if you allow smaller hotels you will have other issues to address. He stated that he is trying to avoid failed projects.

Vice Mayor Paul commented on giving flexibility to the historic-district.

Mayor Burkett stated that he agrees with that and they should look hard at that. He stated that they are trying to preserve those buildings if they can comply with all the requirements. He believes the Florida friendly needs more work and better language.

Mayor Burkett summarized and stated that we would need a motion to amend to add the eaves to 24 inches, the language for the solar panels and not adding the roof decks.

Commissioner Velasquez stated that she does not want to do the historic preservation on the single-family homes and still is not in agreement with roof decks.

Mayor Burkett addressed the comment made by Commissioner Velasquez and the new language will rule out the single-family homes for historic preservation.

Mayor Burkett asked Town Attorney Recio regarding the problematic language addressing the historic preservation.

Town Attorney Recio stated that the definition of Architecturally Significant Buildings is in the current code, but that restrictions set forth in the draft zoning code would not apply under the zoning in progress.

Mayor Burkett clarified the different codes and the language that is applicable.

Town Attorney Recio read the definition from the current code in reference to the Architecturally Significant Buildings and which buildings it pertains to.

Mayor Burkett asked what could they do to deactivate in order to lessen the confusion.

Town Attorney Recio addressed the comment by Mayor Burkett.

Mayor Burkett stated that during the zoning in progress the only thing applicable is what is in the zoning in progress.

Discussion took place among the Commission and Town Attorneys regarding the change in language to the zoning in progress.

Mayor Burkett suggested adding the language regarding the removal of permit fees for those that want to place solar panels on their roofs.

Vice Mayor Paul asked if the mechanical equipment on roof tops were permitted in the 2006 code.

Town Attorney Recio stated that it was not allowed in the 2006 code.

Discussion among the Commission took place regarding changing of the language when it comes to the solar panels as it pertains to the 2006 code.

Town Attorney Recio stated for the record what is allowed on single-family rooftops in the 2006 code and it is very restrictive.

Mayor Burkett stated that the language to be removed is the rest of the words after “guidelines” and add “without permit fees.” Mayor Burkett also clarified that the Zoning in Progress should continue with “no roof decks,” until they are further reviewed.

Mayor Burkett stated that if they can reach a consensus for another workshop to continue with changes to the language that will improve the zoning in progress.

Town Planner Keller asked if they are including in the zoning in progress the existing single-family discussion regarding the front yard landscape areas because he has some applications that if that is not in the zoning in progress he cannot approve them. He stated that what is proposed in the language that if someone has a driveway and they exceed the amount of hardscape, they can improve the driveway but not expand it.

Town Attorney Recio stated that the motion on the table is to approve what is written currently with the change on the eaves and the photovoltaic language and that what is currently written includes the last bullet point in the Zoning in Progress notice that already addresses Mr. Keller’s concerns, so it is part of the motion.

Mayor Burkett read the last bullet into the record and stated that addresses the issue Town Planner Keller mentioned.

The following individuals from the public spoke:

Jeff Rose spoke regarding the rooftop decks in the code as well as mechanical equipment on the roof.

Horace Henderson spoke regarding rooftop decks.

Commissioner Velasquez stated that she was approached by one of the residents and due to the current setbacks, he is not able to build a pool on his corner lot. She also commented on the rooftop decks. She would like to explore pools on corner lots at their next meeting.

Vice Mayor Paul stated that there are several areas she would like to address in the code rewrite and find a form of compatibility in the legacy homes and the new homes being built. She believes that having a workshop with the Planning and Zoning Board would help along with more input from the residents.

Mayor Burkett addressed the comment made by Vice Mayor Paul.

Vice Mayor Paul asked which version is being approved.

Town Attorney Recio stated that the first three (3) pages of the packet is the version that is being considered. This version would default to the 2006 code as modified by the bullet points.

A motion was made by Commissioner Kesl to approve the same document they have been approving all along, with the proposed driveway change to the residential homes, and to make the adjustment to the eaves from 8 inches to 24 inches, add proper photovoltaic language and extend the zoning in progress for 90 days, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

Commissioner Kesl left the meeting at 4:03 p.m.

### 3. Adjournment

The meeting adjourned at 4:04 p.m.

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

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

Attest:

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



**Town of Surfside  
Zoning Code Workshop  
MINUTES  
April 20, 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 McCready called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Charles Kesl, 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 James McGuinness.

**2. Community Digital Sign**

Town Manager Hyatt gave an introduction of the item and had Communication Director Dauginikas introduce the item.

Commissioner Velasquez asked regarding the signs and concerns that Commissioner Kesl brought up.

Commissioner Kesl spoke regarding the sign and its specifics.

Vice Mayor Paul spoke regarding the sign, the location and not proceeding with the community center one.

Mayor Burkett shared his screen and spoke regarding the old surf club and how it could work. He spoke regarding the landscaping and hiring someone that has design experience that can give some options.

Commissioner Salzhauer agreed with what Mayor Burkett stated and believes it is important to communicate with the residents. She stated that there are too many

electronics in everyone lives. She believes that the way to get important information out to the public is through email blasts and believes that they do not need the signs.

Commissioner Velasquez did not believe this would become a major project. She stated that it looks beautiful and spoke regarding different signs of different activities.

Commissioner Kesl agrees with all that Commissioner Velasquez stated.

Vice Mayor Paul spoke regarding the design of the signs and the banners.

Further discussion took place regarding the sign and its placement.

Commissioner Salzhauer spoke regarding the design of the sign.

The following individuals from the public spoke:

George Kousoulas

Joshua Epstein

Mayor Burkett stated that he would not be able to currently vote on this item and believes that they need to bring in someone that can bring a design that can be something permanent. He stated that his job is to make correct long-term decisions. He stated that the design needs to improve even if it delays the project. He stated that he wants to see things in Town that are really amazing.

Commissioner Velasquez stated that she does not want to spend money on an architect and spoke regarding going beyond what this project is about.

Mayor Burkett stated that the funds are coming out of the Tourist Fund.

Commissioner Kesl stated that he does agree with the Mayor and does not understand why it has not been bid out. He spoke regarding it going out for bid.

Commissioner Salzhauer spoke regarding making sure that any product received is able to be programed and not be stuck with one source and all signs should be the same.

Mayor Burkett spoke regarding the sign structure and asked if it gets wiped out during a hurricane if we have insurance to cover the damages.

Town Manager Hyatt stated that they do have insurance and the sign will be protected and covered.

Mayor Burkett asked if they want to go to a single source bidder or go out to bid.

Discussion took place regarding the bidding process and having the Town Manager get some pricing.

Commissioner Salzhauer stated that the Town Manager should get some pricing.

Mayor Burkett stated that the Town Manager has instructions and will bring it back to the Commission to make an informed decision.

Mayor Burkett stated that they can talk on each item or speak on each Commissioner's issues.

### **3. Working List of Open Issues for Discussion**

### **4. Proposals from Individual Commissioners**

Mayor Burkett stated what needs to be discussed and the comments made by the different Commissioners.

Discussion took place among the Commission on the process of the items, the zoning in progress and how it is working and what needs to be changed, including regulations for corner lots.

Vice Mayor Paul stated that that Mr. Keller should be responding to the items on those lists.

Town Planner Keller addressed the comments made by the Town Commission as it pertains to corner lots.

The following individuals from the public spoke:

George Kousoulas  
Jeff Rose  
Joshua Epstein  
Horace Henderson

Mayor Burkett spoke regarding residents that purchased corner houses and to come up with a way for them to be able to do the most with their property as others do.

Town Planner Keller spoke regarding the specifics of the curb and the private property and easements.

Commissioner Salzhauer spoke regarding easements and the right-of-way.

Commissioner Velasquez stated that the Planning and Zoning Board needs clarity and direction as to what they are looking for in reviewing fences and gates.



Further discussion took place regarding the corner lots and proposed language.

Mayor Burkett wants to know if the Commission is supportive of the concept.

Vice Mayor Paul spoke regarding the hedges and styles of the homes and that privacy becomes an issue.

Mayor Burkett stated that it is an important concept and spoke regarding not making it so expensive to live there. He spoke regarding the hedges.

Mayor Burkett asked if anyone objects to having pools on corner lots given the proper allowances as it pertains to setbacks.

Commissioner Kesl stated that he is not in agreement with the corner pool lots.

Commissioner Salzhauer stated that they are allowed to have a pool on corner lots, but that they have to provide sufficient setback to protect for the undergrounding.

Mayor Burkett stated that he understands that she is against it.

Commissioner Salzhauer disconnected from the meeting at 7:31 p.m.

Vice Mayor Paul stated that the Planning and Zoning Board is looking for direction.

Discussion took place regarding mechanical equipment on the rooftop.

Vice Mayor Paul stated that some condominiums have been placing them on the roof. She believes that there should be standards placed that one cannot see it from the road.

The following individuals from the public spoke

George Kousoulas

Jeff Rose

Joshua Epstein

Horace Henderson

Mayor Burkett addressed the comments made by the public speakers and stated that Town Attorney Recio has done a great job. He asked if there are any objection with going with this provision.

Town Planner Keller spoke regarding the mechanical equipment on the roof.

Commissioner Salzhauer reconnected at 7:45 p.m.

Commissioner Kesl stated that there is a time and place to practice patience and the opinions are valid but easier to understand them.

Commissioner Velasquez stated that we need to allow Town Planner Keller to speak.

Town Planner Keller spoke regarding access to the roof and with new homes there should be access to the roof.

Commissioner Salzhauer spoke regarding noise pollution and the mechanical equipment on the roof.

Commissioner Salzhauer disconnected at 7:54 p.m.

Commissioner Kesl spoke regarding the maximum height and how to buffer the noise of air conditioning units if they are allowed on rooftops.

Vice Mayor Paul stated that the noise element exists regardless if they are on the roof or on the ground and how much extra feet you have to add to place the unit on the roof and she would need more information.

The following individuals spoke on the item:

Joshua Epstein.  
George Kousoulas  
Horace Henderson  
Alicia Boymelgrene  
Jeff Rose

Mayor Burkett addressed the comments made by the public speakers regarding the style of roof and placing the equipment on the roof.

Commissioner Velasquez spoke regarding the noise portion on the roof equipment.

Commissioner Salzhauer reconnected at 8:11 p.m.

Commissioner Kesl stated that the root of this problem is the issue with all the air conditioning units is visual impact and noise and believes this language should be in a different section and not where it discusses the height limit issue.

Mayor Burkett asked Commissioner Kesl if he is fine as it pertains to the other issues if they could get the language right.

Commissioner Kesl stated yes.

Commissioner Salzhauer stated that she objects to having air conditioners on the roof and believes it would create a noise issue as well as hard to enforce.

Vice Mayor Paul stated that she does not object but something that is important is not having visibility of the equipment.

Mayor Burkett stated that is something important to have as part of the language.

Vice Mayor Paul spoke regarding accessibility and the location of the stairs. She also spoke regarding the noise level of the equipment and the height level, which is something that has to be addressed. She is fine with the concept.

Mayor Burkett stated that is something to have as part of the language.

Mayor Burkett shared a picture on the screen, which is mechanical systems on a pitched roof and how it looks.

Commissioner Salzhauer stated that the equipment requires air flow.

Commissioner Kesl asked why the screening issue is on this section.

Town Attorney Recio responded regarding the screening and other things that break the height.

Commissioner Kesl asked if in the current code, they do not have to screen it.

Town Attorney Recio addressed the comments made by Commissioner Kesl and what is in the current code.

Commissioner Kesl asked regarding noise and visual pollution.

Town Attorney Recio responded to Commissioner Kesl comments regarding the noise and visual pollution.

Further discussion took place among the Commission and Town Attorney Recio regarding the screening of units as well as noise and visual pollution.

Mayor Burkett spoke regarding air conditioning units on the roof instead of the side of the homes.

Commissioner Kesl stated he likes the aesthetics and decibel level because it can be applied not only to equipment but noise issues.

Consensus was reached to allow mechanical equipment on the rooftop.

Commissioner Salzhauer stated that air conditioning units run at different levels depending on the time of year and that is what the decibel level should be considered.

Commissioner Kesl will propose a process solution that will help him and Commissioner Salzhauer. He stated that if the Town staff on the building and planning side as well as with the Town Planner, if they join in releasing the memo up front that way they can have their input prior to the meeting.

Mayor Burkett commented on having consensus with Commissioner Salzhauer in objection. He stated that what they have in this package is proposed language. He stated that right now they are trying to come with a concept. He spoke that conceptually he believes it is better to place the equipment on the roof, out of view and out of hearing.

Mayor Burkett spoke regarding the next item under Commissioner Velasquez items, requiring increased setbacks from bay for waterfront homes on point lake where the setback is 25 feet. He asked Commissioner Velasquez to introduce the item.

Commissioner Velasquez stated that this was a concern a resident had and brought it to her attention. She stated that this would avoid the large ugly homes on 94<sup>th</sup> Street that have been built. The suggestion was 80 feet because these lots are also much bigger than all the other lots in Town that are waterfront.

Town Attorney Recio stated that not all of the lots are at 200 feet and some go down to 180 and 175 feet.

Commissioner Velasquez stated that this is something that she brought up and does not believe it should be less than 50 feet.

Commissioner Kesl stated that he likes this concept and stated if you see the neighbors in Miami Beach from the water you will see that they are crowded. He spoke regarding the waterways and kayak launch.

Vice Mayor Paul asked as to why the setback would be different for Point Lake and Bay Drive. She suggested doing it like a percentage since some of the lots are not the same size. That will determine the proper green space setback.

Commissioner Salzhauer stated that 50 feet should be the minimum and that was the way it was always intended to be. She believes the airflow between the neighbors would be better. She also suggested having uniform on the water. She would be open but definitely 50 feet.

The following individuals from the public spoke:

George Kousoulas  
Jeff Rose  
Joshua Epstein  
Marcia Thurber  
Horace Henderson

Mayor Burkett addressed the comments made by the speakers and that they are there to solve problems and issues. He stated that he likes the Vice Mayor Paul's idea and believes there should be a minimum and a percentage. He asked if the Commission wants a meaningful setback on Bay Drive or have the homes built up to the seawall. He spoke regarding the difference between Bay Drive and Point Lake.

Commissioner Kesl stated that he supports this but it has to be doable and realistic.

Town Planner Keller spoke regarding recommendations and has worked with houses on Bay Drive and some are 200- and 300-foot depth. He stated that he believes if you go with a percentage you will be penalizing those that have a bigger lot. He stated that the setback on Bay Drive is substantial and workable. He stated that the setback on Point Lake is also reasonable and workable given the depths of those lots.

Commissioner Salzhauer stated that she agrees with Town Planner Keller and her understanding was that it was always to be 50 feet. She will support 50 feet on Bay Drive and 25 feet on Point Lake.

Commissioner Velasquez spoke regarding the setbacks and protecting the environment and does not like percentages because they are not clear. She prefers a set number.

Town Attorney Recio explained the handout that was given to the Commissioners.

Mayor Burkett spoke regarding the interpretation and the intention is to arrive to a number that everyone is comfortable with.

Commissioner Kesl asked if there is a list for each Commissioner.

Mayor Burkett stated it is on page 11 in his packet and each Commissioner has their own list.

Vice Mayor Paul wanted to defer to Town Planner Keller and is comfortable with what he stated and agrees with his recommendation.

Mayor Burkett stated he also agrees with Town Planner Keller's recommendations.

Commissioner Velasquez asked what the front setback would be for those lots.

Mayor Burkett asked Town Attorney Recio if it is applicable.

Town Attorney Recio stated what is in the current draft code.

The following members of the public spoke:

Jeff Rose

George Kousoulas

Mayor Burkett spoke regarding comments made by Mr. Kousoulas. He stated that Mr. Kousoulas will be an intricate part in assisting in the zoning code rewrite.

Mayor Burkett asked if there was an objection in leaving the 50-foot setback for homes on Bay Drive and 25-foot setback on Point Lake and trying to get some language that conceptually addresses that.

There were no objections.

Commissioner Salzhauer commented that when the houses were built in the 20s and 40s were much smaller and nobody envisioned the size of homes that are being built right now.

Vice Mayor Paul stated that her concern is if there are any houses that would need a variance.

Town Attorney Recio stated that if it is an existing home they will not need a variance. If they want to add things to it to extend the nonconformance then they will need a variance.

Mayor Burkett asked what good would the option be of seeking a variance be if the intention was to make sure that houses did not get closer than 50 or 25 feet.

Town Attorney Recio stated that it would have to be some type of hardship scenario and gave examples.

Mayor Burkett asked if there is language in the code currently that would address that.

Town Attorney Recio stated that it would be through the variance process currently in the code.

Mayor Burkett spoke regarding the process of having 5 commissioners agreeing, that sets a high bar.

Town Attorney Recio stated yes.

Commissioner Velasquez stated that these lots have a percentage of how big they can build on these lots. She stated that if that number has to stay within 50 feet from the water's edge, then whoever is building a new house they bought the lot knowing the requirements.

Mayor Burkett asked Commissioner Kesl to introduce his item regarding expanding required notice for zoning applications to include a summary of what the application is seeking and a reference to a website with more information.

Commissioner Kesl spoke regarding the item and asked Town Attorney Recio to provide the page number.

Town Attorney Recio stated that it appears on pages 37 and 38 of 199 and appears again on page 55 and 56 of the packet, 41 and 42 of 199.

Commissioner Kesl stated that this is related to requests for variance. There is signage placed on the property letting everyone know that the property is requesting a variance. He spoke regarding the language on the notice placed on the property which gives residents more information of what the neighbors are requesting.

Mayor Burkett stated that it is a good idea.

Consensus was reached to leave that in the zoning code.

Commissioner Kesl thanked Vice Mayor Paul for her comments on variance.

Commissioner Kesl introduced the next item, prohibit or further limit rooftop mechanical which was already addressed. He spoke regarding sustainability and height discussion.

Commissioner Kesl introduced the modifications to landscape code and Florida friendly and said it is a trademark term. He stated it is the right plant in the right place. He stated that Florida friendly pertains to native and non-native species. He spoke regarding different options and does not include the invasive and problematic species. He suggested to not have it in the code and just refer them to the trademark from the University of Florida and nobody at the Town has to keep track.

Vice Mayor Paul stated that she supports this and believes that there should be more Florida friendly landscape. She does believe that the Town needs to keep track and have some kind of handle on it.

Commissioner Velasquez agrees that more green would beautify the Town. She stated that what she would like to see is this list included in the code because she does not think people shouldn't have to go searching for the list.

Commissioner Salzhauer believes it is a great idea and does believe they need to defer to experts like the University of Florida. She agrees with Commissioner Kesl and possibly having a link on the website that would send the individual to the University of Florida.

Town Planner Keller recommends to keep the plants out of the code itself and have a weblink as suggested because the plants do change and frequently.

Commissioner Velasquez asked if someone puts up a certain tree and then the list changes.

Town Planner Keller stated that they do not need to remove the tree, it is something that changes and makes the code out of date. It is better to reference a link somewhere instead of having a large list in the code.

The following individual from the public spoke:  
George Kousoulas

Commissioner Kesl replied to the comments made by Vice Mayor Paul and Mr. Kousoulas. He also addressed Commissioner Velasquez' concern regarding the invasive and exotics. He spoke regarding promotion of sustainability by not needing to use the sprinkler systems constantly.

Commissioner Velasquez asked what happens with the trees that already exist, will they get grandfathered in.

Commissioner Kesl stated that is an issue already because the Town has removed invasive species from the dunes.

Commissioner Salzhauer stated that everything is grandfathered in. The changes to the code are moving forward.

There was no objection to this item.

Commissioner Kesl introduced the next item, which speaks about expanding or redirecting potential uses of existing parking trust fund to address traffic congestion, gridlock, and mobility with the current uses of the money set forth in 90-231. He stated that the language currently there shows the parking funds being directed towards parking garages and immediate solutions instead of long-term sustainability solutions.

The following members of the public spoke:  
George Kousoulas

Mayor Burkett stated this is a significant issue. He stated that they had developers in Town that did not build spaces and does not agree with allowing that to continue to occur.

Town Attorney Recio clarified that the draft code eliminates the ability to pay into the parking fund, but there are certain monies that are already sitting in the fund and some that are still owing to be paid to the fund over a period of time. He stated that this



provision on page 152 and 153, this is taken from the current code to direct to do with the money. He stated that the question being raised here is repurposing of the money to address more options related to parking.

Commissioner Velasquez agrees that this cannot happen. She commented on not allowing the developers building without providing parking and not parking structures that will make the Town look bad.

Commissioner Salzhauer agrees with Mayor Burkett and they need to undo this parking fund. She spoke regarding not having their hand's tied and not building parking garages.

Mayor Burkett stated that he agrees and should make it part of the charter so other commissioners cannot change it.

Commissioner Salzhauer stated that they can make the changes without making part of the charter.

Mayor Burkett addressed the comments made by Commissioner Salzhauer. He stated that the fundamental underlying condition is if you build a project you need to supply proper parking. He spoke regarding the issues that were created by previous commission and that cannot occur again.

Commissioner Velasquez agrees and believes it is very important to fix it now and set in stone in order for it not to happen again.

Vice Mayor Paul stated that when she served on the previous commission, they never voted on this subject and at one point she did state to give the money back. She agrees that they should not allow development if they cannot provide parking. She also stated that she understood that this had to do with businesses providing adequate parking and that was why they were paying into this trust. She stated that they do have to figure out what to do with the funding when you have projects that still have to pay into that fund.

Mayor Burkett applauded Vice Mayor Paul and that nobody should get away with it when they did not provide parking and now they have to pay.

Vice Mayor Paul stated that what they need to figure out is what to do with the funds because she does not believe they should do away with the fund, but they can stop it from growing further.

Further discussion took place among the Commission regarding what to do with the funds in that parking fund.

Commissioner Kesl spoke regarding language for this item and to open up the idea to use the funds with matching funds from FDOT to relieve congestion in the Town, including mobility and short-distance transit.

Mayor Burkett summarized the item and all agree that there should be no projects in Town that are allowed to forgo parking by paying a fee. He also stated that the fees that have been paid and will be paid in the future should be redirected to potentially more productive uses related to parking. He stated that the first one could be mostly addressed of tonight but the second one needs to be fleshed out a bit more to determine what they can do.

Commissioner Salzhauer asked if monies collected under the parking fund can only be used for future parking construction and would like to loosen those restrictions. She stated that they would be able to use it for other things and not only for parking. She stated that if that is the case she would prefer to give the money back.

Commissioner Velasquez asked if the money could only be used for a parking garage or can they as a Commission use it for something else.

Town Attorney Recio stated that there are other uses for that money currently allowed. He stated that they could flesh out those uses. He stated that the uses in the code already speak of transportation planning and operations including right of way improvements and transportation improvements.

Mayor Burkett asked if modifying this would require an ordinance for the use of the funds for the parking fund.

Town Attorney Recio stated that it is an ordinance to modify the zoning code and this is part of the zoning code.

The following individuals from the public spoke:

Horace Henderson

George Kousoulas

Jeff Rose

Joshua Epstein

Mayor Burkett stated that he does not believe there are any objections with placing these two items in the proposed code.

Commissioner Kesl introduced the next item which is to reconsider tying the hands of our commission and future commissions from considering the residential district from historic preservation status.

Commissioner Velasquez asked that what Commissioner Kesl is saying is not to make it historic preservation.

Commissioner Kesl stated that is the contrary and asked Town Attorney Recio to give a summary.

Town Attorney Recio gave a summary and stated that the direction from the last workshop was to only apply this to the buildings on Collins Avenue and commercial buildings on Harding Avenue.

Commissioner Kesl spoke regarding a meeting he and Mayor Burkett attended with residents and he spoke regarding consideration of eliminating the option for the residential neighborhood from being considered for historic protection and preservation by restricting it only for the commercial district.

Commissioner Velasquez stated that what Commissioner Kesl wants to expand it to the rest of the Town. She stated that she does not agree with that and it boils down to the design review board and determining what style home you want. She does not agree with prohibiting people from expanding their home because their home was built before a certain year. She can understand some architectural features some buildings might have, like the Seaway and the Surf Club.

Vice Mayor Paul stated that she did not know this had to do with the architectural significance. She stated to explain the architectural significance it was written for the H120 district and suggested expanding it to other districts. She stated it is not supposed to be applied to the other districts as it is currently written. She spoke regarding the Historic Preservation Board doing a study of the historic homes of the Town at no cost and she presented it to the previous commission but it never passed.

Mayor Burkett clarified what the item is regarding.

Vice Mayor Paul stated that she would incentivize the people that have those homes but does not agree with the item as it is presented.

The following individuals from the public spoke:  
Jeff Rose

Town Attorney Recio stated that what is being proposed is to add it to the architecturally significant buildings provision. This would state that certain buildings would have to meet the criteria to be eligible to be designated.

Further discussion took place among the Commission and Town Attorney regarding the historic designation of certain homes and the criteria.

The following individuals from the public spoke:

Joshua Epstein  
George Kousoulas  
Horace Henderson

Commissioner Kesl wrapped up his item and provided a summary.

Commissioner Velasquez stated that character in the Town should be given a specific design. She is not in agreement in restricting someone from improving their home or making their home bigger based on a historic argument.

Vice Mayor Paul stated that she did not see this proposal as being one that restricts a person from doing something at their house but keeping certain elements of the home. She also proposed an education on historic preservation.

Mayor Burkett spoke regarding possibly providing an incentive to the residents to preserve a portion of the home. He believes it needs to be tweaked a bit and work with the Town Attorney to come up with language in providing some type of incentive.

Commissioner Velasquez stated that it is the resident's choice to determine if they want it designated historic or not.

The following individuals from the public spoke:

Jeff Rose

Mayor Burkett read the provision of the trust fund as to what is allowed and what is not allowed which relates to the parking fund. He stated that they already addressed this issue.

Mayor Burkett read his item which is requiring increased setbacks from bay for homes on Bay Drive. He stated that they already addressed this issue.

Mayor Burkett read his item which is prohibiting lot splitting from currently established sizes. He is trying to prohibit parcel splitting and gave an explanation.

Commissioner Velasquez asked what the difference is between lot splitting and parcel splitting.

Mayor Burkett explained the difference to Commissioner Velasquez.

Discussion took place among the Commission regarding the difference between parcel splitting and lot splitting as it pertains to larger houses and larger parcels.

Town Attorney Recio stated that the minimum lot size on Bay Drive is 8,000 square feet and stated that there are several over the 8,000 square feet.

Commissioner Velasquez spoke regarding the minimum lot size on Bay Drive and how many families would be affected with this decision.

Mayor Burkett explained that the parcel splitting could involve more than one lot. He gave an example of a parcel consisting of three lots.

Vice Mayor Paul stated that the issue is not the splitting of the parcels, but the issue is the corner parcels. She does not see the difference when it comes to an interior lot.

Commissioner Kesl wanted to know what Town Planner Keller thinks about this.

Town Planner Keller stated that he does not have an exact tally but does not believe this is a big factor and understands what the Mayor is saying.

Commissioner Velasquez spoke regarding 9048 Bay Drive and stated they have lots 6 and 7 of block 21 and wanted to know what the Mayor is exactly saying. She stated that these lots are already split.

Mayor Burkett showed a picture of a house that depicts a parcel with two lots. He spoke regarding splitting the parcels as well as making sure they preserve the character of the Town.

Further discussion took place regarding what splitting parcels and lots entails.

Commissioner Salzhauer stated that she would like to preserve the character of the Town but is not comfortable with restricting the rights of homeowners and spoke regarding the issue encountered with the current zoning code, which allows these types of homes to be built.

Mayor Burkett stated that he is not saying that 50 foot lots are bad, he is stating that if it is the desire of this Commission to end up with only 50-foot houses on 50-foot lots.

Commissioner Salzhauer stated that it is not up to them and stated that the owners might want to build a home next door for their grandchildren.

Commissioner Velasquez stated that is what the setback is for and the house on the picture has no setbacks.

Mayor Burkett stated that the subject is strictly parcel size.

Commissioner Kesl appreciates where the Mayor Burkett is going with that and believes this is a method to consider to protect the Town character. He spoke regarding possibly having an incentive program to maintain the integrity of the property and not maximize the cubic footage of the property.

The following individuals from the public spoke:

Joshua Epstein  
Jeff Rose  
Horace Henderson  
George Kousoulas

Mayor Burkett addressed the comments by the public and stated this is a preservation issue and understands people have certain rights with their property but they are put in charge of caring for the neighborhood as a whole.

Mayor Burkett addressed the comment made by Mr. Henderson and asked if there was a number of people that you can put in the Town until you break it. He asked whether they need more houses or better and higher quality houses.

Vice Mayor Paul spoke regarding the number of people and the number of houses. She spoke regarding the Eden project. She stated she is not in favor of parcel splitting. She is in favor of potential splits for interior homes but not for corner homes.

Commissioner Salzhauer stated she would like to protect and preserve Surfside and is not in agreement of overdevelopment but believes that the people that live in the 50 foot lots are quality people. She stated that she would rather have three nice normal family then some wealthy billionaire that would build a huge mansion.

Commissioner Velasquez spoke regarding her review of the property appraisal's website of Bay Drive by Irving Avenue. She spoke regarding double lots all the way to 96<sup>th</sup> Street Park, which are 6 lots. She stated that the only one that has 3 lots is on Biscaya. She cannot understand doing this for only 6 homes.

Mayor Burkett stated that where they do have large parcels it would be nice to keep the diversity.

Commissioner Velasquez stated that the issue here is the design.

Commissioner Kesl stated for the sake of time to move forward and possibly incentivize people to not split parcels instead of putting it in the code.

Mayor Burkett stated that he sees there is not an excitement to address this. He also stated that he does see it is only a handful of homes.

Commissioner Velasquez stated that it should be a choice to the residents and agrees giving an incentive to the people.

Mayor Burkett introduced the next item for oceanfront lots on Collins (H120), introduce average setback concept to provide for narrower buildings with more variable

architecture. He said this is an effort to bring buildings to Surfside that conform to our height and density limitation and incentivize for creative designs. He would like to propose bringing back some language to have the architect to stay within the footprint they are supposed to stay within but come back with buildings that are exciting and interesting instead of buildings that look like boxes and wedding cakes.

Commissioner Velasquez stated that she agrees with that but also incentivize them to bring more greenery and trees.

Mayor Burkett stated that they have a chance now with the few remaining parcels they have to do something really cool.

Vice Mayor Paul stated that she does not believe they need to incentivize them to come build, because it is already happening. She does agree with Commissioner Velasquez to incentivize them to make more greenspace. She spoke regarding getting something in return when you give them an incentive.

Mayor Burkett stated that no one recommended incentivizing developers to come to Surfside to build. He restated the principle which is demanding the developers that come to build here to create magnificent buildings.

Commissioner Kesl spoke regarding that what is being proposed is to incentivize good and interesting design.

Commissioner Salzhauer agrees with Commissioner Kesl and everyone has different taste. She stated that they have the ability to reject and not approve projects that they do not want in the Town.

Commissioner Velasquez stated that the problem here is that they are scared of going out there and making a character for their Town.

The following individuals from the public spoke:

Jeff Rose  
George Kousoulas  
Joshua Epstein  
Horace Henderson

Mayor Burkett addressed the comments made by the public and spoke regarding height limitations.

Vice Mayor Paul spoke regarding the limited space of the parcels left and the wedding cake design. She stated that her concern is that you do not want to displace people. She stated that the architectural significance was placed in there to address the issue of the style of development to not have the wedding cake but believes it should be refined because there are some issues that are not clear.

Commissioner Kesl stated he likes the idea of incentivizing things that can be measured including greenspaces. He spoke regarding sustainability issues as well.

Commissioner Salzhauer stated that there should be diversity in the buildings. She would hate to see this Town as the playground of the wealthy. She stated that you do not want overdevelopment but at the same time you do not want a building with 20 units that are million-dollar units.

Mayor Burkett commented on the wedding cake design like the Arte and it would not have been allowed to be built with the 2006 code. The original sin was to allow a building that large to be built in such a small lot. He summarized the item and do they want to design the code so they can get more interesting building design.

Commissioner Velasquez agrees that there should be diversity. She spoke regarding the design and having design guidelines.

Commissioner Kesl stated they need to look at how it can be done. He stated that the problem of the wedding cake for him is the size and overbearing footprint and setback.

Mayor Burkett stated they are addressing the setback and the group in charge before allowed the buildings to be built without parking on their site. He stated that this is about reforming this and building a building that accommodates their lot size and provides parking.

The following individuals from the public spoke:

Jeff Rose  
George Kousoulas

Vice Mayor Paul addressed comments made by the public speakers and the lot size of the Arte and the issues that building has as well. She also stated that many do not like the wedding cake and the architectural significance was put in place due to that project. She also spoke regarding not displacing people.

Commissioner Kesl wanted to know what pages are referenced in his proposal.

Mayor Burkett stated that there is no language yet, this just a proposal.

Town Attorney Recio provided the sections that are being discussed.

Commissioner Kesl asked why would the setbacks encourage more diverse construction and design.

Town Attorney Recio spoke regarding the section he sent Commissioner Kesl to look at and explained the section.



Further discussion took place among Commissioner Kesl and Town Attorney Recio regarding the section of the code and the concept being discussed.

Commissioner Kesl stated it is a worthy goal as long as it addresses the diversity goal and getting rid of the daylight plane.

Mayor Burkett stated this is just a concept in order to help get some diversity of the architecture of the buildings on the ocean. He stated that there is no language yet, but if the Commission would like to see something like that, he will bring some language at the next meeting for their review.

Commissioner Salzhauer stated that she does not understand how bringing in the footprint automatically leads to architectural variation because it will only lead to rectangles and squares. She would like Mayor Burkett to come back with some language.

Town Attorney Recio gave the page numbers being discussed for this item.

Commissioner Salzhauer stated that it would be helpful to have corresponding page numbers to the proposals.

Mayor Burkett stated that there are corresponding pages when there is a proposal. He stated this is not a proposal that goes to removing the wedding cake.

Mayor Burkett asked if anyone objects to moving forward with the concept of bringing back some design guidelines to diversify the buildings and eliminate the wedding cake.

There were no objections.

There was consensus to adjourn the meeting.

Town Clerk McCready stated that this meeting will continue on April 27, 2021 wherever they left off tonight.

## **5. Public Comment**

## **6. Question & Answer (based on public comment)**

## **7. Adjournment**

The workshop adjourned at 11:15 p.m.

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

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

Attest:

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



**Town of Surfside  
Zoning Code Workshop  
MINUTES  
May 26, 2021  
6 p.m.**

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 6:46 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, and Commissioner Nelly Velasquez.

Absent: Commissioner Eliana Salzhauer

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, Town Attorney Tony Recio Town Planner Lisa Maack and Building Official James McGuinness.

**2. Community Digital Sign**

**3. Working List of Open Issues for Discussion**

**4. Proposals from Individual Commissioners**

Mayor Burkett spoke regarding the commercial projects on properties on the water and the setbacks of the buildings to get away from the wedding cake.

George Kousoulas provided a presentation on a formula that can provide smaller, more interesting buildings and not end up with wedding cake style of buildings.

Mayor Burkett spoke regarding the outline of the blue area in the presentation and the red would go away.

Commissioner Kesl asked regarding wholes in the middle of the design and possible impact and the setbacks on the ground levels.

Commissioner Velasquez likes the different design options provided.

Consensus was reached to bring back on the code average setback concept for H120 to provide for narrower buildings with more variable architecture.

The following individual from the public spoke:  
Jeff Rose  
Joshua Epstein

Mayor Burkett discussed the single-Family lots (H30A and H30B), raising the interior, raise the floor, and raise the top. Increase height allowance for accommodation increased elevation of lowest habitable floor.

Commissioner Velasquez asked if this is take a foot – give a foot.

Discussion took place regarding the item as it pertains to increasing height and elevation.

Mayor Burkett stated he is speaking about existing homes, lifting it up and filling it with dirt of pilings.

Commissioner Velasquez stated that her fear is that they build enormous houses that will tower over the single floor homes.

Building Official McGuinness stated that most of the Town except the ones east of Collins are at a flood elevation of 8 feet and to be FEMA compliant you have to be at a 10-foot elevation.

George Kousoulas addressed comments made regarding the raising of the homes and crown of road. He stated that the code should be clarified.

Mayor Burkett spoke regarding the raising of the homes and different opportunities offered.

Further discussion took place explaining the elevation of the properties and base flood.

Commissioner Kesl asked what the average crown of road is in Town.

Building Official McGuinness stated the very lowest is 3.75 and the highest 5.75 and average 4.5 to 5 feet.

Further discussion took place regarding the crown of road and what the current code reads for second floor setbacks.

Discussion among the Commission took place regarding the item and existing homes.

Commissioner Velasquez spoke regarding homes that have been passed down and in terms of old construction it is a good idea to raise those homes and not go over 30 feet.

Mr. Epstein spoke regarding the cost involved and how hard it would be to raise the older homes. He spoke regarding storage on the bottom of the house and with sea level rise the storage and items would be flooded.

Mr. Rose spoke regarding how raising the homes and the difference from a two story and one-story home and how much they can raise it.

Commissioner Velasquez asked if this will be mandatory or if when they update the home they would then have to raise the house without going 50% of the FEMA building value of your home.

Discussion took place regarding the FEMA building value and the percentage of the mandatory update; base flood requirement.

Town Attorney Recio stated that the code speaks about the crown of the road.

Mayor Burkett stated that to change the crown of the road would have to be changed by a referendum. He asked the Commission to work with Town Attorney Recio to work on that part of the code to go to a maximum number of 32 feet based on a pitched roof to be measured from crown of the road.

Yoann Andreu clarified it is from the crown of the road and it makes a huge difference if the roof is flat or pitched.

Discussion took place on the difference in measurement based on the style of the roof.

Mr. Epstein spoke regarding the measuring from the crown of the road and raising it will change the characteristics of the Town.

Vice Mayor Paul recommends looking at this part of the code carefully.

Mayor Burkett stated that they are not talking about rebuilding due to a catastrophic event, but individuals trying to rebuild and raising the homes.

Further discussion took place regarding raising the home and the measurement of how high one can go up and measuring from the crown of the road.

Commissioner Kesl suggested doing a working group to discuss this further and possible revising the charter.

Mayor Burkett spoke regarding not addressing height allowance in the new zoning code.

Commissioner Velasquez spoke regarding allowing roof decks where appropriate and she is not in agreement with roof top deck.

Mayor Burkett stated that for someone to put a roof top deck they would need to get permission from the neighbors.

Vice Mayor Paul stated that there is a resident that contacts her regarding a roof deck and-if she believes if one has a property that is not on the water would like a roof deck they should be able to have one. She also stated it should be limited on by size and be allowed Town wide.

Commissioner Salzhauer arrived at 8:00 p.m.

Commissioner Velasquez spoke regarding the difference between a roof top deck and balcony.

Commissioner Kesl stated that he would not support them in a residential district.

Commissioner Salzhauer stated that she does not support roof top decks and the waterfront properties should not get special treatment.

Mr. Kousoulas spoke regarding the sizes of the possible roof top decks and how to get up to the deck is also an issue and some might not find it viable to build.

Mayor Burkett spoke regarding encouraging or requirement rooftop mechanical with conditions. He stated that this is primarily for new construction but would like to hear suggestions that would work with all homes.

Commissioner Velasquez stated that she agrees with this item.

Commissioner Kesl stated that he leans towards providing an envelope where the mechanicals that the people can do whatever they want with that envelope.

Vice Mayor Paul agrees with Commissioner Kesl and how much extra height is allowed if you allow this.

Mayor Burkett stated that they are trying to give their neighbors the best quality of life as possible without having the noise from that mechanical equipment with new construction.

Commissioner Salzhauer agrees with Commissioner Kesl and would like to know about the wind and the mechanicals on a roof. She spoke regarding screening it in to reduce the noise and the ambient noise on the roof. She believes they should keep it on the property and screen it in.

Mayor Burkett stated he would agree with solar panels if they are clear and close to the roof.

Commissioner Velasquez stated that she supports mechanicals on the roof and believes they would be less noisy on the roof. She stated that they need to determine the size of the mechanicals.

Mr. Rose stated that per code they need to have certain efficiency levels of the air conditioning. He spoke regarding the building and placing of mechanical equipment and they must go above 30 feet.

Mr. Kousoulas spoke regarding the noise level of the air conditioning units and you do not want to put them on the side of the homes. He stated that the roof top is the best place to put it.

Mayor Burkett stated on the roof top mechanicals on new construction and on old constructions there are different constraints.

Vice Mayor Paul stated that there needs to be a cap on the height.

Commissioner Salzhauer asked how many air conditioning units would be on a house that is 4,000 square feet.

Building Official McGuinness stated that all building envelopes based on the 2020 building code requires maximum wind, and sound proofing of mechanical equipment on the roof.

Mayor Burkett asked how height it would project.

Mr. Rose stated 5 feet and screened properly.

Mayor Burkett asked Town Attorney Recio to place that language in the code as it pertains to mechanical equipment on the roof.

Mr. Epstein stated that they should have an option to have it on the roof or on the ground.

Mayor Burkett is asking if they would like to give them options. Where else can they put the noisy equipment on new construction.

Mr. Rose stated that you have to give them options if not everyone will build a flat roof. The screening should be the mandatory part regardless where it is going.

Mayor Burkett stated that they will have the option to put on the roof but it must be screened and disappear both visually and audibly.

Vice Mayor Paul stated that they should not make it mandatory to put on the roof.

Mr. Andreu stated that they should consider a more sustainable air conditioning unit that would give incentives.

Mayor Burkett asked for some language in giving an incentive to build it into their hip roof and if they want to put it anywhere in the property it cannot impact the neighbors with a seer of minimum 13 for the air conditioning units.

Commissioner Salzhauer left the dais at 8:32 p.m.

Commissioner Salzhauer returned to the dais at 8:33 p.m.

Commissioner Velasquez requested clarification on existing homes having to screen in the air conditioning units and does not agree with that. She does not want the “don’t hear it don’t see it” on existing homes.

Vice Mayor Paul states that screening should include the ones that have them in the backyard as well.

Commissioner Salzhauer asked when someone places an air conditioning unit who would have to be doing the fencing around the unit and how you sound proof it.

Building Official McGuinness stated that there is a minimum clearance on each conditioning unit.

Mayor Burkett stated that they want language for roof top units on new construction, incentives for gable and hip roofs, existing homes should be not heard not seen, require them to deal with existing roof top units and not be heard, with respect to units on the back or side of the property do nothing with them, but in front if they are visible they have to screen them.

Mayor Burkett discussed allowing large privacy hedges around and in front of their homes and placing them in the right of way with the written understanding that if the Town needs to do work, the cost of removal and replacement is up to the owner of the property.

Commissioner Salzhauer stated that if you put anything in the right of way is a deal breaker with the undergrounding because it will be difficult to obtain the easement. She is not in support of this item.



Commissioner Velasquez stated that she is fine with hedges between neighbors but not in the front of the house, or corner lots and backyards.

Commissioner Kesi spoke stated that hedges close to the curb prevent people from parking and agrees with the hedges.

Vice Mayor Paul stated that the privacy concern is with the corner lots and believes that the code is fine the way it is. She spoke regarding not encouraging hedges in the right of way and what happens when there is a new owner and you can't rely putting something in place and expect the new owner to know the previous agreement.

Mayor Burkett stated this is a mute issue due to lack of Commission support.

Mayor Burkett spoke regarding allowing attractive fencing and gating around and in front of the homes.

Commissioner Salzhauer stated that she is not in agreement with this and they should stay away from it and is the same as the hedges.

Commissioner Velasquez agrees with fencing on the back of the house but not in the front.

Commissioner Kesi agrees with the code the way it currently is written.

Vice Mayor Paul is also in agreement with the current code.

Mayor Burkett spoke regarding eliminating the option to buy out of parking requirements by contributing to parking trust fund. He stated everyone that builds must provide their own parking.

Commissioner Velasquez supports this change.

Commissioner Kesi supports this change.

Vice Mayor Paul supports this change.

Commissioner Salzhauer support this change.

Mayor Burkett spoke regarding prohibit hotels on the west side of Collins and gave examples of boutique hotels and stated that the Marriott Hotel has not done good and what is good for the Town is oceanfront hotels. He stated that what they need in the corridor are high end residential use and that is why he does not support those hotels. He supports gutting the old buildings and turn them into one or two residential units.

Vice Mayor Paul supports no hotels west of Collins and stated it is not as easy to achieve.

Commissioner Kesl defers from the group and believes boutique hotels serve a very lively and dynamic feel to the Town.

The following individuals from the public spoke:

George Kousoulas stated boutique hotels are difficult and do not work.

Joshua Epstein spoke regarding no more hotels in Surfside.

Mr. Superstein spoke to allow hotels in Surfside.

Further discussion took place regarding maintaining the current commercial buildings and hotels.

Commissioner Velasquez asked how long has they advertised the meeting and lawyers that wanted to come and show their displeasure, they had the opportunity and the residents do not want any more hotels.

Commissioner Salzhauer stated that hotels are allowed south of 93<sup>rd</sup> but agrees that residents don't want any more hotels in Town.

Vice Mayor Paul stated that she supports the no hotels but the historic district should be exempt.

Consensus was reached to no hotels on the west side and asked Town Attorney Recio to put in the code.

Mayor Burkett spoke regarding adding design incentives for property owners on the west side of Collins to preserve historic facades, aggregate lots in order to building high end condominiums that incorporate those facades and design those new projects so they have parking, security, views, open spaces and overall low density, high quality units.

The following individual spoke:

George Kousoulas

Mayor Burkett stated that they are restricted to the size and they have to preserve the façade in the front.

Commissioner Salzhauer stated if they would be able to build a large building.

Mayor Burkett stated that they would have requirements on the building size. What he is proposing is the best of everything and put language together for that vision and see how it looks when it comes back.

Commissioner Kesl said if someone has a viable business plan and has a rental lodging operation they can have a business plan that will be efficient.

Vice Mayor Paul stated she is not in favor of aggregating properties. She spoke regarding giving historic buildings flexibility and this does not work for existing condominiums.

Commissioner Kesl left the dais at 9:19 p.m.

Vice Mayor Paul believes that the historic area should have a different criteria.

Mayor Burkett addressed the comments made by Vice Mayor Paul.

George Kousoulas stated that he will create a 3D visualization so they can have an idea.

Commissioner Salzhauer commented on setbacks of the building.

Commissioner Kesl returned to the dais at 9:21 p.m.

Mayor Burkett stated that it's a package to preserve the building.

Commissioner Salzhauer stated that open spaces do not make money and no one will be doing that and spoke regarding aggregation of lots/buildings.

Vice Mayor Paul left the dais at 9:22 p.m.

Mayor Burkett stated that before the next election they will put some charter questions for the residents.

Jeff Rose spoke regarding trying to make the best viable option.

Mayor Burkett stated what he would like is having viable buildings that are fixed and having individuals living in those buildings.

Vice Mayor Paul returned to the dais at 9:35 p.m.

Commissioner Salzhauer spoke regarding affordable housing.

Mayor Burkett spoke regarding affordable housing that are not high-end apartments. He explained how affordable housing works and it helps more people. He would not like to see that in Surfside.

Further discussion took place regarding affordable housing in Surfside.

Commissioner Salzhauer spoke regarding the social and real implications that will impact those individuals living currently in Surfside.

Mr. Andreu spoke regarding the cost of renovation and if you want to maintain it is giving incentives and supports this and where is the master plan.

Mayor Burkett stated this is to put together a set of incentives to revitalize the historic district and make it shine.

Vice Mayor Paul stated that staff does not have a clear idea of what incentives to provide.

Mayor Burkett stated that they will eliminate everything except the façade of the building and recreate new building that will be functional.

Commissioner Kesl states that he believes this might be a bit frightening to the owners of those building and does believe they should have a comprehensive plan.

Mayor Burkett stated what they are talking about is fixing five ugly buildings.

Mayor Burkett stated that the buildings will stay the way they are since the Commission did not support this item.

Mayor Burkett stated that their function is to maintain the Town.

Vice Mayor Paul stated that they are talking about designing incentives.

Mr. Superstein stated that to give them incentive to raise their economics.

Commissioner Salzhauer asked if Mr. Superstein would he prefer aggregation of lots or boutique hotel.

Mayor Burkett stated that what Mr. Superstein wants is to maximize their revenues.

Commissioner Kesl is voting against this item.

Vice Mayor Paul asked if there is anything in the code that prohibits what is in the code right now.

Town Attorney Recio responded to Vice Mayor Paul's question as to what is allowed on the Code.

Commissioner Salzhauer wanted clarification with this item and the façade preservation. She would like for the Town Planner to come up with a plan.

Mayor Burkett stated that they can come back with a final draft. He stated that the Planner and the Town Attorney work together.

Vice Mayor Paul stated that the attorneys will write the language, and the Planner should provide a visual they can see and understand. She spoke regarding a corridor study that was done in the past.

Mayor Burkett stated that if they have a proposal when they present their items then he can see their ideas.

Further discussion took place regarding incentives

Commissioner Velasquez left the dais at 9:43 p.m.

Mayor Burkett stated that they left the projects the way they are.

Commissioner Salzhauer stated that she would like the Planner to bring back some ideas that can help the historic area in able to have it discussed.

Vice Mayor Paul stated that she suggests the Planner to look at the previous studies and documents to see what has been done.

Commissioner Kesl supports that idea as well.

Commissioner Salzhauer spoke regarding the house not taking up more than 40% of the lot.

Town Attorney Recio commented that is already on the code.

Commissioner Salzhauer stated that they need a strict standardized clearly laid out what documents that are required to go before the Planning and Zoning Board. Strict and consolidated standards.

Consensus all agreed.

Commissioner Salzhauer spoke regarding the setbacks on the huge lots should be more than the 10%.

Town Attorney Recio stated that they kept it at 10% for deep lots and provided possibilities.

Commissioner Velasquez returned to the dais at 9:48 p.m.

Commissioner Salzhauer would like more of a setback on larger lots.

Mr. Kousoulas spoke regarding the item and setbacks.

Further discussion took place on the setback of the lots.

Mr. Rose spoke regarding the 6% on covered terrace now conflicts and make sure they adopt the correct one.

Discussion continued regarding the setbacks and which one is more appropriate and maintains the character of the Town as well as lot coverage.

Commissioner Velasquez left the dais at 9:58 p.m.

Mr. Kousoulas spoke regarding lot coverage; lot line and the house can only be 40% of the 100% and upstairs you only are allowed 80% of the ground floor.

Discussion continued regarding the average set back and lot coverage.

Commissioner Salzhauer commented on the percentage of the size of houses and percentage.

Mr. Rose spoke regarding reducing the second floor and that will destroy the zoning code. He spoke regarding the math not working and they are purposely leaving two things on the code that conflict.

Commissioner Velasquez returned to the dais at 10:14 p.m.

Town Attorney Recio explained the current code and the maxing out of the 40% and how it pertains to the second floor and first floor.

Further discussion took place regarding the setbacks and square footage.

Mayor Burkett stated that they need to come up with a solution.

Commissioner Salzhauer would like to keep the houses in a way that is not a box.

Mayor Burkett asked to bring this back in a draft and look at the three options and have some pictures sent to the Commission.

Commissioner Velasquez spoke regarding 50-foot setbacks from the seawall and the house that has caused them to make this change to the code.

Mayor Burkett asked Town Attorney Recio to put the language discussed tonight and see how it will look like on the lot they had concerns about.

Commissioner Salzhauer discussed limited parking garage to two car garage.

Commissioner Kesl commented on this community being more walkable and pedestrian friendly.

Vice Mayor Paul asked if there was an issue. She stated that there are people that collect cars and need garages and the majority of the lots cannot hold multiple garages.

Commissioner Velasquez stated that it depends on the size of the lot. She stated she is fine with this one.

Mr. Kousoulas stated that on an interior lot they will not see more than 2 car garage and there are restrictions on how many car garages are allowed.

Commissioner Kesl supports this item.

Vice Mayor Paul supports this item.

Commissioner Velasquez asked if it pertains to existing homes that will do a second floor. She supports the item.

Town Attorney Recio stated if it does not change anything then it would not pertain to an existing home making an addition.

Commissioner Salzhauer would like to build on no more hotels in Town except in the historic district.

Vice Mayor Paul states that the historic district should be exempt.

Commissioner Velasquez agrees with no more hotels with the exemption of the historic district.

Commissioner Kesl stated that the market can change in the future.

Mayor Burkett stated that his item was no hotels on the west side and will vote against this item. The code would need to be changed to no more hotels.

Consensus was not to have more new hotels subject to the historic district and current hotels be grandfathered in an event of a catastrophic incident would retain their right to rebuild.

Town Attorney Arango advised the Commission on the zoning in progress expiring June 8, 2021 and requested consensus from the Commission to extend the zoning in progress.

Consensus was reached by the Commission to extend the zoning in progress for 90 days.

**5. Public Comment**

**6. Question & Answer (based on public comment)**

**7. Adjournment**

The workshop adjourned at 11:09 p.m.

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

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

Attest:

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





**Town of Surfside  
Zoning Code Workshop  
MINUTES  
June 22, 2021  
6 p.m.**

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 6:01 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 and Commissioner Charles Kesl (arrived at 6:32 p.m.) Commissioner Eliana Salzhauer (arrived at 8:35 p.m.)

Absent: Commissioner Nelly Velasquez

Also present were Town Manager Andrew Hyatt, Town Attorney Lillian Arango, Town Attorney Tony Recio, Town Planner Lisa Maack and Building Official James McGuinness.

**2. Working List of Open Issues for Discussion**

**3. Proposals from Individual Commissioners**

Vice Mayor Paul spoke regarding her first item and Mayor Burkett agreed with it. staging area for debris and stated that they did not use 88<sup>th</sup> Street and it has been vacant since 2014.

Jeff Rose spoke regarding staging area for debris

Vice Mayor Paul spoke regarding the item clarifying difference between balcony and rooftop deck. She stated that this comes up every time there is a zoning in progress. She has an issue with not allowing residents to have roof decks and would be nice to allow them within reason.

Mayor Burkett asked if it would make sense if they consider having a roof deck to get authorization from their neighbors. He said that he tries to be openminded and would they like to leave it to the Planning and Zoning Board.

Vice Mayor Paul stated that might not work if someone else purchases the house afterwards and said yes to leave it to the Planning and Zoning Board to approve.

The following individual from the public spoke:

George Kousalous

Jeff Rose

Julian \_\_\_\_\_ spoke regarding insurance rates climbing on the homes.

Mayor Burkett addressed the comments made by Mr. Kousoulas and the guidelines he proposed.

Vice Mayor Paul asked Town Attorney Recio if he had anything to add.

Town Attorney Recio provided the different scenarios as it pertains to one story and two-story homes and what is permissible and what is not permissible as well as what defines a balcony.

Mayor Burkett asked Town Attorney Recio regarding the different scenarios. He suggested the Vice Mayor to work with the Town Attorney to come up with a draft that would work and then take it before the Town Commission.

Vice Mayor Paul suggested possible revisions and the importance of the location of the lots.

3. Vice Mayor Paul spoke regarding establishing increased setback for new single-family construction while allowing existing homes to rely on current setback provisions (current required setbacks are 20 feet in front and rear, and 5 feet for sides; plus, average setbacks for second floor) to ensure new construction is compatible with and does not overwhelm existing homes and read information as it pertains to the Planning and Zoning Board. She spoke regarding the compounding when you have two constructions side by side. She stated she does not know how much is actually being changed.

Mayor Burkett spoke regarding being a proponent of small lot small home not small lot big home. He would like to see larger parcels in order to build bigger homes.

Discussion took place regarding larger lots and their setbacks.

Mr. Kousoulas spoke regarding the setbacks and the size of the lots.

Discussion took place regarding the raising of homes and finished floor elevation requirements.

Mayor Burkett asked Town Attorney Recio that the height issue and crown of the road to be part of a charter question to be addressed.

Mr. Rose spoke regarding legacy homes having a foot of water due to the rain and the issues.

Mayor Burkett addressed the comments made by Mr. Rose as it pertains to the cash out on the properties.

Vice Mayor Paul stated it is not to penalize new constructions.

Further discussion took place among Mr. Rose and the Commission regarding the increased setbacks, house size and the lot size.

Vice Mayor Paul stated that the new construction overtakes the old construction, she spoke regarding people maximizing the home and eliminating greenspace.

Commissioner Kesl stated that they have to do this together and quality of life is what is important.

Mayor Burkett spoke regarding the home Mr. Julian will be building and the homes on Bay Drive and the size of the homes being built.

Further discussion took place regarding among the Commission and Mr. Rose regarding this specific item.

Commissioner Kesl stated that there are past practices of things that work

Building Official McGuinness spoke regarding a specific property and the legacy homes.

George Kousoulas spoke regarding a focused problem and a bigger issue that cannot be solved in a zoning rewrite.

Discussion took place regarding the lot size and square footage of homes.

Mayor Burkett asked Vice Mayor Paul if she would like the Town Attorney to put language together having big houses on big lots and small houses on small lots and not have a house that covers 90% of the lot. If someone wants to build a bigger home, they have to purchase a bigger lot.

Vice Mayor Paul stated that there are different things happening. If someone has a legacy home and make an addition, they should be able to do so. They should be mindful of their surroundings.

Direct Town Attorney to come up with language as it pertains to 50% of lot size

Commissioner Kesl spoke regarding the maximum square footage of spaces.

Town Clerk McCready read an email from Commissioner Velasquez stating that she is not in support of this item for single family district.

4. Vice Mayor Paul spoke regarding the item that is to require LEED Gold or Green Building Certification for all new construction.

Vice Mayor Paul asked for the Building Official to work with Town Attorney to come up with a proposal to encourage homeowners to build LEED certify and greener.

Town Clerk McCready read an email from Commissioner Velasquez stating that she is not in support of this item for single family district.

The following individual from the public spoke:

Jeff Rose stated that the pressing matter is sustainability and the rise of sea level rise.

5. Waive permit fees for photovoltaic systems.

Vice Mayor Paul requested to have permit fees waived for those that place photovoltaic systems on their roofs.

6. Prohibit boundary walls along interior side property lines in single family district insofar as the walls may exacerbate poor drainage conditions (possible that this is adequately addressed by increased setbacks).

Vice Mayor Paul stated that maybe the walls should not be higher elevation.

Building Official spoke regarding the properties must maintain the water on their property and the requirements per the code.

Vice Mayor Paul spoke regarding some type of limitation between homes.

The following individuals from the public spoke:

George Kousoulas

Discussion took place regarding the item and the size of the wall.

Mayor Burkett asked for Town Attorney Recio to add some language that addresses this issue.

7. Provide expedited review process for additions and renovations to existing single family homes.

Vice Mayor Paul introduced this item and asked if they could have this done quicker.

Town Attorney Recio stated that in terms of permitting, the zoning code can handle the Planning and Zoning Board aspect and asked what can be done from the building department portion in addressing the permits for these types of homes.

Building Official McGuinness addressed the question by Town Attorney Recio and stated that they are doing everything digitally which makes things more expedited.

The following individual from the public spoke:  
Jeff Rose

Mayor Burkett asked what this relates to.

Mr. Rose addressed Mayor Burkett's question.

Vice Mayor Paul stated that Mr. Rose is interpreting differently. She stated that there is a section of the building code that can define this.

Town Attorney Recio will work on the language to add to the code.

8. Increase percentage of Florida friendly landscaping required.

Vice Mayor Paul introduced the item.

Commissioner Kesl agrees with the item and it is vegetation that is suitable in this environment.

Vice Mayor Paul stated that the University of Florida has a list and that she is suggesting increasing the percentage.

Town Attorney Recio stated for the record that currently it is 20% of the property.

The following individual from the public spoke:  
George Kousoulas

Further discussion took place regarding the increase of landscaping.

Town Attorney Recio spoke regarding what is currently on the code.

Mayor Burkett asked Town Attorney Recio to put that into the code and proposal to increase the percentage more than 20% and possibly 30%.

9. Consider allowing rooftop decks in single family under limited conditions.

Vice Mayor Paul introduced the item and stated that she supports this and what is the difference between a balcony and a roof deck if they are small.

Town Clerk McCready read Commissioner Velasquez' email that she is not in support of rooftop decks.

Commissioner Kesl stated that there are roof decks on legacy houses

Mayor Burkett stated that he is all for roof decks and understands that Commissioner Velasquez is against it because it impedes on the neighbor so have the neighbors sign off on the approval.

Vice Mayor Paul spoke regarding possibilities of limiting it by the size in relationship to the neighbors and the position and not necessarily need the neighbor's approval.

Building Official McGuinness spoke regarding using special exceptions which is a way to control certain constructions and roof decks by special exceptions.

Mayor Burkett stated that it seems to be a spicy issue.

Mayor Burkett stated there is consensus of getting language on rooftop and formulate something that hits all the marks and bring it back.

Town Clerk McCready read the email from Commissioner Velasquez regarding the first-floor rooftop deck and the second-floor rooftop decks.

10. Consider incentives for new construction that preserves the previous home's footprint.

Vice Mayor Paul introduced the item and it speaks about the shape.

Mayor Burkett stated that it has already been discussed.

Commissioner Kesl spoke regarding the item and hip style roof and the daylight plane.

The following individual spoke on the item:  
Jeff Rose

Discussion took place regarding the item and maximizing the square footage of the home and the shape of the home.

11. Allow existing synthetic turf for its usable life, but then require conversion to natural turf.

Vice Mayor Paul introduced the item and stated that many people placed artificial turf and it should not be allowed.

The following individual from the public spoke:  
Jeff Rose stated that the artificial turf is to replace concrete or pavers

Mayor Burkett agrees with also grandfathering those that have them and when it wears out they must replace with natural grass.

Vice Mayor Paul stated that it is still the same problem because people are placing them now to get grandfathered in. She stated it is an environmental issue.

Mayor Burkett stated that there are useful areas like the driveway but agrees with Vice Mayor Paul.

Vice Mayor Paul stated that it is not good for environment and grandfather those in that have them currently.

Mayor Burkett stated that they can say, if you are grandfathered in, bring the receipt in to Town and give a time frame to bring proof.

Commissioner Kesl explained the reason why it is not good for the environment and good for the ecosystem. He stated that they should provide solutions.

Vice Mayor Paul explained why it is not good for the environment.

Commissioner Kesl stated that they should not grandfather in large areas.

Vice Mayor Paul stated for those that have it currently to be grandfathered in but when the life span is done, they must remove it.

Town Attorney Recio stated that they can come up with some language to place on the code.

Town Attorney Recio spoke regarding lot coverage, page 28 of the agenda packet regarding lot coverage and stated that currently they exempt certain things on the lot coverage.

Mayor Burkett stated that they were all focused on the 40% lot coverage but that is only the footprint and does not include the second floor. He believes they have to keep that in mind because it might not be ideal.

Town Attorney Recio stated that in one section it allows 40% and the second floor cannot be right on top. He spoke regarding the three categories that are open to the elements on the first floor but cap it to 6% of the lot and he wanted to know if they wanted to keep it at 6% or go up or down.

Vice Mayor Paul asked what happens if they build a house with an uncovered terrace and then they decide to cover it.

Town Attorney Recio stated that if you come and cover it you will increase the lot coverage and will not be allowed to cover it.

The following individual from the public spoke:  
George Kousoulas spoke and stated it has to be less than 6%.

Further discussion took place regarding the setbacks and what is allowable on the second floor.

Mayor Burkett stated that the Town Attorney will write up 7 and 6.5% and for Mr. Kousoulas to come with different options and pictures and then they can make a choice.

Discussion took place regarding the coverage and the difference how it would affect other properties.

Town Attorney Recio explained the limitations.

Mayor Burkett stated that they will have two options and decide next week.

Vice Mayor Paul stated to go with the 7.5%.

Mayor Burkett stated that they will have both options and decide which one they would like.

Further discussion took place on the item and practical difficulties, variances and what will be considered.

Vice Mayor Paul would leave it in for the legacy homes.



The following individual spoke:

Jeff Rose

Joshua Epstein

George Kousoulas

Julian

Commissioner Kesl likes the consistency of the code and working together and is advocating for the 47%.

Vice Mayor Paul spoke regarding a joint planning and zoning workshop when they decided not to unlock the charter at that time.

Commissioner Salzhauer spoke regarding that meeting and Mr. Kousoulas gave a good presentation and if they could make it user friendly without unlock the charter.

Mayor Burkett stated that they spoke regarding 50% or 47% and would support 47.5%.

Commissioner Kesl would support 47.5% as well.

Vice Mayor Paul stated that you are voting for a bigger house.

Mayor Burkett summarized the percentages and what covers the lots.

Commissioner Salzhauer stated that a resident mentioned that they will get to 50% and now she is hearing 47% and 50%. Her position is the 40%.

Mayor Burkett addressed the comments made by Commissioner Salzhauer.

Consensus was to not raise the percentage.

Town Attorney Recio stated the next item is page 114 and it pertains to corner lots and certain circumstances as it pertains to setbacks (for example where they put the pools and fences).

Commissioner Salzhauer stated that the corner lots would choose where the house finish.

Town Attorney Recio addressed the comments made by Commissioner Salzhauer

Further discussion took place regarding the item and what the Town calls the front to determine setbacks, accessory uses, landscaping and which side makes more sense to determine the front of the house.

Town Attorney Recio stated that this was brought up because they had some issues come up by the Planning and Zoning Board.

Vice Mayor Paul stated that it should be the Town Manager or his designee.

Commissioner Kesl objects to this.

Commissioner Salzhauer objects to this and puts the Town Manager in a weird position.

Town Attorney Recio stated the reason it was put in is because this flexibility is common to other codes and a common element and it would allow you to fit the house better.

Vice Mayor Paul asked if this would fall under practical difficulty variance to include corner lots.

Town Attorney Recio stated that they could do that.

Commissioner Kesl agrees with that option.

Consensus was reached to add it as a practice difficulty.

Town Attorney Recio spoke regarding if they want to increase the landscaping on the back of their lot that faces on the other street.

Mayor Burkett asked if there are any that have issues.

Commissioner Salzhauer spoke on the item and not allowing a chain link fence when she purchased her house.

Mayor Burkett stated if there is no problem then it should not be changed.

Consensus was reached to leave it as is.

Town Attorney Recio asked if the design review board decisions are appealable to the Planning and Zoning Board.

Commissioner Salzhauer stated that the Planning and Zoning Board should be making the decision.

Town Attorney Recio stated that the design standards need attention.

Vice Mayor Paul stated that the Planning and Zoning Board requested to allocate funding for a new design review standard.

Commissioner Salzhauer stated that there are homes that are looking too much like each other.

Mayor Burkett stated that they can adopt the design guidelines similar to other municipalities that will work for us.

Building Official McGuinness stated that they should allow an appeal right to at least one board.

Town Attorney Recio stated that the quasi-judicial hearings go before the Commission as an appeal process.

Commissioner Salzhauer stated that the appeal would create more Planning and Zoning Board meetings. She stated that they should allow the Planning and Zoning Board.

The following individual from the public spoke:  
Joshua Epstein  
Jeff Rose

Consensus was to allow the Planning and Zoning Board to make the decision.

Vice Mayor Paul asked regarding the fences and hedges and what direction they are looking for from the Commission and she would like to do what they want.

Town Attorney Recio stated that they want the Commission to make the decision. He stated that some do not want anything in the front yard and a couple of them have a low barrier at the property line with low hedges. He stated that they do not like gates.

Vice Mayor Paul stated that they need to know what they are looking for to add to the code.

Commissioner Salzhauer stated that she personally does not support hedges, gates or fences in the front yard.

Vice Mayor Paul stated that they should have clarification as it pertains to gates and fences.

Consensus was reached for 2-foot hedges and 50% opacity subject to the rule the Building Official McGuinness stated in the front for side street yards.

Commissioner Kesl does not like fixed walls or gates or fences in the front yard.

Vice Mayor Paul also does not like fixed walls or gates or fences in the front yard.

Consensus was reached to have low hedges for the front side of the yards.

Town Attorney Recio clarified it is 5 feet from the curb and not on the public right of way.

Mayor Burkett stated that the Town Attorney will get everything discussed tonight, put it together, bring it to the next meeting for approval and then it will go to the Planning and Zoning Board.

Commissioners requested having a separate meeting to approve the zoning code rewrite.

Mayor Burkett stated they will do a separate meeting to approve the zoning code rewrite. The first meeting will be for the draft and make sure the language is what was proposed, make those changes and once those changes are made then it is ready to go to the Planning and Zoning Board for their input.

Commissioner Salzhauer stated that they should put in the code certain types of shrubs that only grow a certain height and these are the choices for the front yard.

Commissioner Kesl asked for the Town Clerk to circulate the timeline to get it done.

Discussion took place regarding the number of members and vote needed for a variance.

Consensus was reached that 4 out of the 5 should vote for a variance.

Town Planner Mack spoke regarding design incentives for property owners and they did research to look at what encompasses historic district. She stated that additional pages were added after her conversation with Sarah Codey from the Office of Historic Preservation and gave an overview of the item.

Vice Mayor Paul would like to see the corridor study and spoke regarding the report.

Town Clerk McCready read the email from Commissioner Velasquez.

Commissioner Salzhauer asked Town Planner Mack that they have to preserve the historic portion of the building and what would fit in that area and what that block should look like.

Mayor Burkett asked Town Planner to come up with ideas for that corridor and make that area shine and bring it back for the Commission's input.

The following individuals from the public spoke:

George Kousoulas

Jeff Rose

Mr. Superstein

Discussion took place among the Commission regarding the art district and art studios.

Discussion took place regarding the wedding cake building and what is being done about it.

## **12. Public Comment**

## **13. Question & Answer (based on public comment)**

## **7. Adjournment**

The workshop adjourned at 10:16 p.m.

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

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

Attest:

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



**Town of Surfside  
Regular Town Commission Meeting  
MINUTES  
August 10, 2021  
7 p.m.**

**1. Opening**

**A. Call to Order**

Mayor Burkett called the meeting to order at 7:00 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 Nelly Velasquez, and Commissioner Eliana Salzhauer.

Absent: Commissioner Charles Kesl

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

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

Mayor Burkett spoke regarding what has occurred and something they never expected to happen. He expressed his deepest condolences to all the families, friends and loved ones that have gone through this difficult time. He stated that they will be here for all those affected and recognized the incredible community that stood up and helped. He thanked staff for their hard work during this situation and difficult time.

Vice Mayor Paul spoke regarding the incident and the support for the victims. She requested a moment of silence.

Commissioner Salzhauer spoke regarding doing justice for the families and would like to turn it into action to avoid this from happening again.

Commissioner Velasquez agrees with the rest of the Commission and stated it has been a very hard month and half and spoke regarding the support of the residents, staff and the rest of the world.

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

A motion was made by Commissioner Salzhauer to move up item 9AA (Champlain South: "Don't Wait...Accelerate!" Action Plan & Changes Necessary to Prevent Another Catastrophe) to be heard after the consent agenda or before the Ordinances. The motion died for lack of second.

Mayor Burkett stated that it is premature without knowing what the reason was for the collapse of the building.

Commissioner Salzhauer would like to turn this into action.

A motion was made by Commissioner Salzhauer to move item 9AA (Champlain South: "Don't Wait...Accelerate!" Action Plan & Changes Necessary to Prevent Another Catastrophe) to top of the discussion items, seconded by Vice Mayor Paul. The motion failed based on a tie-vote (2-2 vote) which results in preserving the status quo.

Mayor Burkett reiterated that it is premature to prescribe certain things to be done without knowing what the cause of the collapse was.

Commissioner Salzhauer stated that the Town should look at requiring the recertification of existing buildings at 30 years and require geotechnical analysis as part of the recertification and the Building Department wants to do this as well.

Mayor Burkett stated that after meetings with Miami Dade Mayor Levine-Cava and Governor DeSantis they are working on measures to address recertification of buildings.

Vice Mayor Paul agreed to discuss the matter.

A motion was made by Commissioner Salzhauer to pull item 3G (No Cost COVID-19 Testing Kiosk). The motion died for lack of a second.

Mayor Burkett to defer items 9C (Excessive Homeless Contribution made by the Former Commission), 9F (Interest Free Loans to Surfside Builders Granted by Former Mayor and Commission) and 9N (Cancel Culture in Surfside) to the following month's agenda.

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

**2. Quasi-Judicial Hearings – N/A**

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

A motion was made by Vice Mayor Paul to approve the Consent Agenda with the pulled items, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

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

- May 26, 2021 – Special Town Commission Meeting – Quasi Judicial
- June 8, 2021 - Budget Workshop Meeting Minutes
- June 8, 2021 – Quasi-Judicial Hearing Meeting Minutes
- June 8, 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**

- April 5, 2021 – Tourist Board Meeting Minutes
- April 21, 2021 – Budget Advisory Committee Meeting Minutes
- April 29, 2021 – Planning and Zoning Board Meeting Minutes
- May 3, 2021 - Tourist Board Meeting Minutes
- May 25, 2021 – Parks and Recreation Committee Meeting Minutes

Approved on consent.

**E. Ratification of Interlocal Agreement between the Miami-Dade County Clerk of Courts and the Town regarding Parking Citations – Town Manager Andrew Hyatt**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RATIFYING AND APPROVING AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE COUNTY CLERK OF COURTS FOR ACCESS TO THE UNIFORM DIGITAL PARKING CITATION ISSUING SYSTEM; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.



**F. Solid Waste Services Special Assessment Final Rate Resolution – Town Manager Andrew Hyatt**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, RELATING TO SOLID WASTE MANAGEMENT SERVICES, INCLUDING COLLECTION, DISPOSAL AND RECYCLING OF RESIDENTIAL SOLID WASTE IN THE TOWN OF SURFSIDE, FLORIDA; REIMPOSING SOLID WASTE SERVICE ASSESSMENTS AGAINST ASSESSED RESIDENTIAL PROPERTY LOCATED WITHIN THE TOWN OF SURFSIDE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

Approved on consent.

**G. No Cost COVID-19 Testing Kiosk – Commissioner Charles Kesl**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A TEMPORARY REVOCABLE, NON-EXCLUSIVE LICENSE AGREEMENT WITH CURATIVE INC. TO PROVIDE A SELF-SERVICE KIOSK AT TOWN HALL FOR COVID-19 TESTING; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

A motion was made by Vice Mayor Paul to approve the resolution, seconded by Commissioner Salzhauer. The motion failed with a 2-2 vote with Commissioner Velasquez and Mayor Burkett voting in opposition.

Vice Mayor Paul thanked Commissioner Kesl for this item.

Commissioner Salzhauer thanked Commissioner Kesl and stated that this is a great idea and would like to see if they could do vaccination sites and mandate that all Town employees wear masks and would like to see mandatory vaccination of all Town employees or incentivize the employees to get vaccinated.

Vice Mayor Paul stated that she has emailed the Town Manager regarding mandating masks at Town facilities. She does not think they should go as far as mandating vaccination of Town employees and incentivizing with giving people money.

Town Manager Hyatt stated that he spoke with Commissioner Kesl regarding some things he wanted to bring, and one was wearing masks.

Commissioner Velasquez stated that she is not in agreement with having a testing site when there is already one in Haulover and an in-town testing site could bring people that might be positive into our Town and we have seniors in our Town. She stated that mandating vaccines is infringing on each person's individuals' rights. She agrees with wearing masks at Town Hall and it is the parent's choice to send their children to the Community Center.

The following individuals from the public spoke:  
Jeff Rose spoke regarding possibly bringing sick people into Town and potentially exposing residents and staff.

Mayor Burkett concurs with Mr. Rose and stated that there are locations nearby to get tested and wearing a mask is a courtesy to your neighbors and it should be up to the parent to bring their child to the Community Center.

Commissioner Salzhauer stated that the reason for this kiosk is to test the residents and they will not be staffed by our employees and all they are providing is a piece of land for them to do the testing. She spoke regarding the reason for this pandemic still being around is because people are not staying home and wearing masks and they need to protect the employees by wearing masks at Town Hall.

Vice Mayor Paul would like to see mask mandates at Town facilities.

A motion was made by Vice Mayor Paul to mandate masks at Town facilities, seconded by Commissioner Salzhauer. The motion failed with a 2-2 vote with Commissioner Velasquez and Mayor Burkett voting in opposition.

#### **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 Urging President Joseph R. Biden, Jr. and the Biden Administration to Condemn the Cuban Government's Handling of the Pro-Democracy Protests and Supporting the Cuban People in their Struggle for Freedom and Basic Needs– Commissioner Nelly Velasquez**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING PRESIDENT JOSEPH R. BIDEN, JR. AND THE BIDEN ADMINISTRATION TO CONDEMN THE CUBAN GOVERNMENT'S HANDLING OF THE PRO-DEMOCRACY PROTESTS AND SUPPORT THE CUBAN PEOPLE IN THEIR STRUGGLE FOR FREEDOM AND BASIC NEEDS; EXPRESSING SUPPORT FOR THE CUBAN PEOPLE'S STRUGGLE FOR DEMOCRACY AND BASIC NEEDS AND DENOUNCING THE CUBAN DICTATORSHIP'S VIOLENCE AGAINST THE CUBAN PEOPLE; PROVIDING FOR TRANSMITTAL; 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. The motion carried with a 4-0 vote with Commissioner Kesl absent.

**B. Abbott Avenue Drainage Improvements – Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING THE DESIGN PHASE OF SCENARIOS ONE (1) AND SEVEN (7) PURSUANT TO THE PROJECT ENGINEERING REPORT PREPARED BY KEITH & ASSOCIATES, INC. FOR THE ABBOTT AVENUE DRAINAGE IMPROVEMENTS PROJECT FROM 90<sup>TH</sup> STREET TO 96<sup>TH</sup> STREET; AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE DESIGN PHASE OF THE IMPROVEMENTS; 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 as amended to include in the design stage a power backup and transfer switch and that there will be no water in the houses, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Vice Mayor Paul stated that she has supported this from day one. She wants clarification that they are voting on scenario 7 and scenario 1 is being negotiated with FDOT.

Mayor Burkett stated to have them provide the presentation then they can address more comments.

Steven Stevens, Matthew Brooks and Carlos Morales, Keith Engineering provided the presentation of the item and provided hydraulic modeling.

Discussion took place regarding solutions as it relates to storms, run offs and the different scenarios and which scenario and design would be best.

Mayor Burkett asked which column to look at to see which option was the best and which direction they should move with.

Mr. Stevens addressed the question asked by Mayor Burkett and explained that it will not add to the problem somewhere else.

Mr. Morales continued with the other scenarios in the presentation. They stated that their recommendation is to do all three scenarios combined 1, 2 and 7.

Mayor Burkett asked regarding the run off of water into other areas.

Mr. Morales addressed Mayor Burkett's question and stated that they will address those concerns.

Vice Mayor Paul stated that if they are meeting with FDOT this week if they can ask them to update their system prior to us doing ours.

Commissioner Velasquez stated that is why Public Works Director Stokes recommended scenario 7 and working with FDOT. She spoke regarding the closure of Abbott Avenue and their recommendation to do scenario 7 more than the others.

Commissioner Salzhauer asked if anyone has asked FDOT to upgrade. She asked if part of their scope is to work with FDOT and have them do their part.

Mr. Stevens stated that they are working with the Town and their Master Plan and there is a Town wide scope.

Commissioner Salzhauer would like follow-up with FDOT.

Mayor Burkett stated that if they will work with FDOT to work with them.

Further discussion took place regarding the scope of work and working with FDOT.

Vice Mayor Paul asked for them to explain how this would help the other streets that have flooding.

Mr. Stevens addressed the question by Vice Mayor Paul and stated there is a basin which takes the burden off the other streets as well.

Vice Mayor Paul asked if they could also design for portable backup power.

Mr. Morales stated that they could add a plug for generators to be plugged in.

Mayor Burkett asked what the timeframe would be for those backup generators to be connected. He asked if they are providing for backup power as well.

Mr. Stevens answered Mayor Burkett's question and they would have one dedicated in order to determine where to plug it into.

Mr. Morales spoke regarding the elevation required for generators and addressed the comments made by Mayor Burkett.

Vice Mayor Paul asked to include a transfer switch for a portable generator.

Further discussion took place among the Commission and Keith Engineering regarding generator and a transfer switch for a portable generator.

Commissioner Velasquez asked Assistant Public Works Director Gomez that they would like to have a temporary generator that belongs to the Town.

Assistant Public Works Director Gomez spoke regarding having some type of generator to have strategically placed in advance of a storm. He stated it would be one generator per station.

Vice Mayor Paul stated that it is not necessary to have a generator there all the time.

Commissioner Salzhauer spoke regarding fixing the flooding and wants to make sure that there will be money still left to fix the other areas of the Town after Abbott Avenue is finished.

Assistant Town Manager Greene stated that they won a federalized state grant for a Town wide storm drainage plan and will incorporate this project and look at the entire Town.

Mayor Burkett asked if they address one flooding it will alleviate the flooding in other areas.

Mr. Stevens stated yes it does take stress from the other streets as well.

The following individuals from the public spoke:

Victoria Saife spoke regarding the flooding and water that enters their garage and around the house.

Debbie Cimadevilla asked where the pump will be installed. She spoke regarding the flooding on Abbott Avenue.

Joshua Epstein spoke in support of this item.

Claudia Alouche spoke regarding the flooding on Abbott Avenue.

Marina Sarabia spoke regarding the flooding on Abbott Avenue.

Mayor Burkett stated that the Town is working on a pilot project to raise homes in Town and his concern is the initial surges of water and keeping the water out of the house.

Mr. Stevens stated that their analysis is to keep it under the FEMA elevation.

Mayor Burkett stated that information should be given to them to determine that information. He stated he would rather lift the houses but will keep an open mind.

Commissioner Velasquez stated it is a great idea to raise the homes, but it does not resolve the problem with the cars in the street and the homes do not have enough parking and the cars that are on the streets are the ones that are getting flooded. She stated this is needed to resolve the problem they are having on Abbott.

Mr. Morales stated that the pumps would be underground including the pump stations and the only thing sticking out would be the control panel that would be on the side of the road.

Jeff Rose stated that they are short two board members on the Planning and Zoning Board. He stated that the resolution states scenarios 1 and 7 and wanted to make sure it is done correctly. He asked if they do number 7 without doing number 1 if the water will still go into the homes. He asked if this falls into the budget or do they have the funds for it.

Commissioner Salzhauer stated that scenario 1 is being done by FDOT.

Mr. Morales addressed the questions raised by Mr. Rose.

Assistant Town Manager Greene addressed the comments made by Mr. Rose and stated the Town's recommendation are scenarios 1 and 7 and negotiating with FDOT to do the work. He stated that the design fee is for \$422,000 and they are recommending they will be using ARPA monies that will come from the federal government and should be receiving it in August. Also, unrestricted reserve fund balance in the stormwater fund. They are also working on obtaining additional grants.

Mayor Burkett spoke regarding the flood elevation and addressed the comments made by the public.

Commissioner Salzhauer asked if there are any computer models to see how it would look with water coming in.

Mayor Burkett stated that there is a flood line they are addressing which is different from the front door step of some homes.

Mr. Stevens stated that this is Abbott Avenue, the master plan covers the entire Town.

Mayor Burkett stated for them to talk about Abbott and the water going into their homes and after spending millions of dollars they will not have water going into the homes.

Mr. Stevens spoke regarding the three elements, the area, the amount of rainfall and the amount going out. He is providing more outflow because they are putting two pump stations with 3 wells and there will be less water in the basin above ground. He stated that the water will not be going into the homes initially.

Commissioner Salzhauer would like animation showing the water going up and having it as part of the design.

Vice Mayor Paul wanted clarification on the cost of the project and spoke regarding the summary of the project. She wanted to be sure that the resolution is amended to number 7 and to have portable backup power with a transfer switch to be added as language to the resolution.

Assistant Town Manager Greene stated that the recommendation is for numbers 1 and 7 and the funding is only for number 7 and work with FDOT to engage with them to work to do number 1.

Town Attorney Arango stated that they can make that clarification in the resolution language.

- C. Street Sweeping Services Contract Award with Star Cleaning USA, Inc. as a Result from RFP 2021-02 and Evaluation Committee Recommendation - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AWARDED A CONTRACT TO STAR CLEANING USA, INC. FOR STREET SWEEPER SERVICES PURSUANT TO RFP NO.**

**2021-02; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

Commissioner Salzhauer wanted to clarify that they can terminate the contract if they are not doing a good job.

Town Attorney Arango stated yes with a 5-day notice to terminate the contract.

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

**D. FY 2021 Budget Amendment Resolution No. 10 - Andrew Hyatt, Town Manager**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 10 FOR 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 Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl 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:

Marina Sarabia spoke regarding the Abbott Avenue drainage and stated that in Byron Avenue they also have a lot of water. She stated they have the enormous amount of traffic and speeding.

George Kousoulas spoke regarding raising the homes as an option preferable to the Keith Engineering project and stated that the problem on Abbott Avenue is getting worse and is necessary to be done now.

Jeff Rose spoke regarding the height limit and taking it to the voters and allowing the residents to build flood resistant homes. He thanked the Commissioners and Town staff on how they worked during this catastrophe.

Joshua Epstein spoke regarding the mask mandate and either wear masks or go back to lockdown. He spoke that raising the houses is not a real solution.

Marianne Meischeid spoke regarding the Commission picking people that will show



up to the meetings and possibly having alternates to some of the committees. She stated that DVAC has not met in months due to lack of quorum and responses. Debbie Cimadevilla spoke regarding a Commission with finding possible solution and spoke regarding the catastrophe that took place. She stated that we must make the most for the time they have together.

Bob Fisher spoke regarding the fire hydrants that were cleaned up and painted. He stated that the street lights are working, and people are cleaning up the outside of their houses. He spoke regarding trash in the middle of the street down Carlyle Avenue. He stated that the sand is all over the street and in the gutter off of 94<sup>th</sup> Street and Carlyle. He stated that some of the light poles are leaning and need to be replaced. He spoke regarding getting all the utility companies to tighten up the wires. He spoke regarding preserving the Champlain area and the hollowed grounds to look into that law and place granite plaques for those victims.

Mayor Burkett closed good and welfare.

Mayor Burkett thanked the Parks and Recreation Department staff for their amazing work as well.

Commissioner Velasquez thanked Ms. Sarabia and requested closing the street regardless what the County says and request it to be closed immediately. She stated that she does not feel safe walking down the street and the safety of the residents is important. She spoke regarding undergrounding utilities which is not only for beautification but for safety. She spoke regarding walkability in the Town.

Commissioner Salzhauer thanked everyone for their comments and supports doing whatever needs to be done to reduce flooding. She stated that as a Commission they are being inconsistent, and they must decide what is best for the Town.

Vice Mayor Paul thanked everyone for coming out and thanked Ms. Cimadevilla for her comments. She addressed comments regarding the flooding and what they will be voting on is something that will help all the other streets besides Abbott Avenue. She spoke about having more enforcement with the traffic, speeding and littering and directed the Town Manager to see what can be done. She addressed the comments made by Mr. Fisher and asked for the Town Planner to help him with what he needs for Historic Designation of his home. She spoke regarding the issues with DVAC meeting and the business district is suffering. She asked what they can do to change the resolution to add alternate members. She spoke regarding the raising of homes and the Abbott Avenue drainage as separate issues and the Commission has not discussed raising homes.

Commissioner Velasquez stated it is not the fact of only getting alternates but getting them here in person. She stated that when they were holding the meetings via zoom, they did not have this issue.

Mayor Burkett spoke regarding raising the homes and they have identified two homes. He spoke regarding Byron Avenue and stopping it now and he had suggested opening that artery up. He stated that what they need to do is to talk with Miami Dade and possibly reinstitute Harding Avenue two way and they cannot traverse through the residential area. He stated it was done due to the emergency. He asked Town Manager and Police Chief and speak with Miami Dade to reopen Harding Avenue and Miami Dade is no longer staffing it. He spoke regarding doing whatever they can to help the businesses.

Vice Mayor Paul asked Mayor Burkett who prepared the report on raising the homes because it was not directed by this Commission.

A motion was made by Commissioner Salzhauer to have one more minute to go around for discussion, seconded by Commissioner Velasquez.

Commissioner Salzhauer spoke regarding the raising of homes and all direction must come from this Commission. She asked Mayor Burkett to put together a memo and put it on the agenda to be heard.

Commissioner Velasquez would like to vote on closing the street and restoring everything back the way it was prior to June 24, 2021 as of tomorrow both on Byron Avenue and Abbott Avenue.

Vice Mayor Paul asked how quickly it could be done.

Town Manager Hyatt stated that they could have it done.

A motion was made by Commissioner Velasquez to close 88<sup>th</sup> Street off Harding Avenue, Abbott Avenue and Byron Avenue immediately and bringing back everything the way it was prior to June 24, 2021, seconded by Commissioner Salzhauer. The motion carried with a 4-0 vote with Commissioner Kesl absent.

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

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

Town Manager Hyatt would like to move the zoning in progress item 9CC (Extension of Zoning in Progress) up.

Town Manager Hyatt asked on how to proceed with KCE and their contract with obtaining samples of Champlain South and conducting investigation and it will take about 5 weeks before he is able to take possession of the site.

Mayor Burkett asked the Commission if they would like to ask Mr. Kilsheimer any questions.

Allyn Kilsheimer introduced himself.

Commissioner Salzhauer asked him that she understands that the County will not give him access to the site for sampling.

Mr. Kilsheimer stated that he is not allowed on the site at all.

Commissioner Salzhauer stated she does not understand why he is being excluded.

Mr. Kilsheimer stated that Miami Dade County Police declared it a crime scene and therefore they are protecting their evidence. He finds it hard to believe how the site itself is a crime scene since everything that was on the site is no longer there.

Commissioner Salzhauer asked if he had the same problem getting access with the Pentagon and we should be first in line.

Mr. Kilsheimer stated that everyone in the Town has been pushing to get access to the site. He stated he cannot understand it.

Commissioner Salzhauer stated that their interest is to find out what happened to the Champlain Tower and put our residents first. She stated why can't we get access to the site to find the answers to what happened to Champlain South?

Mayor Burkett stated that the County has been told that since day one and the State Attorney's Office is involved right now and have determined it to be a crime scene. He stated that NIST is doing sampling there currently which is against the court order. He stated that they will take the position that they have a compelling need to get on that site to find out why it fell down.

Commissioner Velasquez stated why aren't they looking at the building that still exists.

Mr. Kilsheimer stated he has been at Champlain North 12 times and they have taken samples from the building, walls, floors and basements. They are different buildings and different sizes and they are learning the most they can on the north building and have to see if the same thing exists on the south. He has been asked by residents if it is safe for their families to live there and he can't tell them the answer. He stated he does not know why these people are stopping them from finding this out to determine what happened.

Commissioner Salzhauer stated that her concern is that nobody wants to hear that and that is not giving them answers and they need to get him on site. She stated that it has taken six weeks.

Mr. Kilsheimer stated that there was a phone call with the receiver, when he has control of the site which will be in September, then they might be able to get access.

Mayor Burkett stated that Town Attorney Arango has been fighting and laying the ground work to make the argument to obtain access of the site. He previously offered the County that if they have a conflict with Surfside then they can take Mr. Kilsheimer and hire him, but they did not accept that offer. He wrote two letters to Mayor Levine-Cava and stated they will not be responsible if another building falls down because the County has not given access to the site.

Commissioner Salzhauer asked how long it will take him to have his report once he has access to the site.

Mr. Kilsheimer stated he cannot say at this point until he starts his study.

Commissioner Velasquez stated that she does not understand how that property has to do with the rest of the buildings that are still standing.

Mr. Kilsheimer stated that it's the site, when it was built, the materials that were used and if they find that the tower collapsed because of a certain material that were used, they have to make sure they did not use the same materials for others. You have to understand why Surfside came down to make sure it will not occur with other buildings built during the same time.

Vice Mayor Paul stated she does not understand how the County trusted him for the assessment that the existing walls need to be shored up but they won't trust him to do the study he needs to do.

Mr. Kilsheimer spoke regarding the bracing of the walls and he sent it to the State and they couldn't ignore him. He spoke regarding the buildings that he went to and advised them of certain shoring that needed to be done but did not take samples. He stated that more people have to ask Miami Dade why they will not give him access. If they are worried about him taking something, they can have an officer with him.

Mayor Burkett stated that they are asserting that they are the municipality in charge and responsible for the lives of their residents. He stated that Judge Hanzman is doing a great job.

Further discussion took place regarding the reason why they are not allowing the Town to go to the site and the value of the property and any issues the property might have after Mr. Kilsheimer's study.

Mr. Kilsheimer stated he needs to know the materials and they are doing the engineering models but cannot put the materials until he is able to get access.

Commissioner Velasquez asked if they will be doing a geotechnical study.

Mr. Kilsheimer explained what they are doing and they checking everything.

Further discussion took place regarding access to the site and what is being looked at by Mr. Kilsheimer to determine what occurred and continue to assert for Mr. Kilsheimer getting access to the site.

Town Attorney Arango stated that they need direction by the Commission to pursue all avenues in allowing access to the site.

Commissioner Salzhauer asked for them to follow the suggestions by Mr. Kilsheimer and Building Official McGuinness with lowering the recertification timeframe.

Town Attorney Arango stated that through FMIT, the Town's insurance company, the Town has counsel to defend the Town from lawsuits seeking damages and Town Attorney Arango is defending the municipal rights of the Town.

Mayor Burkett asked Mr. Kilsheimer asked what would be more fruitful, to know why the building fell or determine the safety of the other buildings.

Mr. Kilsheimer stated first to determine why the building fell.

Commissioner Salzhauer would like to push for the geotechnical study.

Mr. Kilsheimer stated that once they determine why the building fell, he stated that if they can get to the site then they can find out if there is a foundation problem. He stated that the issue is that they need to understand what was wrong and then determine the time frame.

Commissioner Velasquez asked what he suggests in the meantime while they wait to see to get access to the building. She commented on an additional 11 weeks before obtaining access and would there be any damage to the site not caused by the collapse that would change the diagnostic as to what happened because of rain, wind etc. and how much will it cost.

Mr. Kilsheimer stated that it will cost approximately \$2.1 million dollars and he stated that he does believe that the tides could affect the foundation but if there was a sink hole there it could get bigger with time. But if you don't know if it is there you can't know.

Commissioner Velasquez stated if there would be a sink hole they would see it.

Mr. Kilsheimer stated he will continue to do the engineering and continue to do the work under the assumption that they are doing to get access to the site.

Vice Mayor Paul accessed a friend's penthouse near the site and saw that the site is still getting water and it continues getting water.

Mr. Kilsheimer stated if the tide rises it will get water, they were not designed as bath tubs back then. He stated that all concrete cracks and they are made to crack. He stated that when the building fell it creates cracks and that might be why water is coming in.

Vice Mayor Paul stated that he recommended shoring the area and asked why they have not started.

Mr. Kilsheimer stated that he does not know why they haven't started.

Commissioner Velasquez asked that while she understands he has to go inside the site, what do they tell the other residents that are worried with the building they are living in?

Mr. Kilsheimer stated that they were asked to look at 11 buildings but could only go with permission. They went into 9 of the 11 buildings and checked the parking, pool and garage decks. He stated that if he saw something worrisome they told the owners.

Vice Mayor Paul was wondering if they could use satellite imaging to know what is happening in other buildings.

Mr. Kilsheimer stated that they need to know what is happening underground first. He stated that they do not need the satellite images at this time, they need to know what is happening in the ground.

Commissioner Salzhauer spoke regarding the private property and public property. She stated that it is up to the owners of the private property to hire their own engineers. She stated that she received calls from condominium residents that were not aware of the memo. She stated that the condominium association is aware but not the owners. She suggested that the buildings need to have a check list of what they need to do. She asked if there is anything he could do to test some areas of land that would tell him something about the ground underneath them.

Mr. Kilsheimer stated that you maybe able to do it at the Regency but they do not have a basement and it is not totally vacant. He stated that you may be

able to do some of it in the streets but will not help with the piles, pile caps and dirt of the building.

Mayor Burkett stated that he agrees with where he is going so test the site nearby but that does not tell us what happened to that site and why the building fell. He said it is important to get access to the site.

Town Attorney Arango stated that the County is in control of the site and will return the site over to the receiver in 4-5 weeks. The receiver is preparing a protocol for inspection of the site, only visual. He wants to grant it to every plaintiff and defendant in the case and does not recognize the Town's distinct status as the enforcement jurisdiction and approve special access for testing.

Vice Mayor Paul suggested appealing to the families of the victims and maybe they can tell the receiver.

Commissioner Salzhauer stated that each one has a different interest.

Mayor Burkett stated that Mr. Kilsheimer cannot do more work at the site unless he gets on that site.

Commissioner Velasquez stated how they solve this issue with getting Mr. Kilsheimer access to the site.

Town Attorney Arango's recommendation is that once the site is turned over to the receiver, if warranted, Building Official McGuinness should proceed with another unsafe structures notice on the site and go before Judge Hanzman. She stated that they are being treated as a defendant and their enforcement rights are being ignored by the County and the receiver.

Mayor Burkett stated that they need to take the immediate steps to continue with what Mr. Kilsheimer is doing with the North tower and get the data from onsite study.

Commissioner Velasquez asked if a geotechnical investigation can only be done only on a vacant property.

Discussion took place regarding what samples are taken from other buildings.

Vice Mayor Paul stated that she feels safe and has concern there are other buildings with the same architect.

Mayor Burkett asked Town Clerk McCready to forward the report Vice Mayor Paul send to Town Attorney Arango to the other Commissioners.

Further discussion took place regarding the testing, maintenance issue of the

South tower, access to the site and getting to the truth of what occurred.

Mr. Kilsheimer stated that they first have to check the design of the building from the original plans, check the materials used and most cities do not get material testing information during permitting and construction. He stated that everyone is talking about geotechnical and that is not everything and if it was a sink hole you have to determine if the ground created a sink hole. You have to look at the whole thing.

Mr. Kilsheimer stated that he has never seen a community come together like here and the Commission working together as well as staff, he has not seen this before. He complimented the Town and staff.

A motion was made by Vice Mayor Paul to extend the meeting for 10 minutes, seconded by Commissioner Salzhauer. The motion carried with a 4-0 vote with Commissioner Kesl absent.

The following individuals from the public spoke:

Joshua Epstein

Jeff Rose

George Kousoulas

Commissioner Velasquez commented on the statement made by Mr. Epstein and geotechnical study.

Mayor Burkett asked whether the Commission wants the attorney to take steps to get the Town access to the site.

A motion was made by Commissioner Salzhauer to move forward and give the Town Attorney the authority to assert the Town's right to obtain access to the property in order for Mr. Allyn Kilsheimer to do the testing on behalf of the residents of the Town of Surfside, seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Town Manager Hyatt stated that he needs authority from the Town Commission to continue with KCE engineering services.

Assistant Town Manager Greene stated that he has had conversations with FEMA and work beyond the date of clearing the debris, life safety first responder's category A and B will be reimbursed by FEMA but the investigation is up to the Town to pay for that portion.

Commissioner Velasquez stated that they need to be fiscally responsible.

Commissioner Salzhauer stated that Mr. Kilsheimer cannot be effective until he gets onsite. In the meantime, he can go back to Washington and pause this



until he can get onsite.

Mr. Kilsheimer stated that if they pause this, he cannot guarantee how long it will take everyone together again to continue. He stated it is not an issue of a month but how long it will take to get everyone onsite.

A motion was made by Commissioner Salzhauer to extend the meeting for 10 minutes, seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Commissioner Salzhauer asked Town Attorney Arango how long it will take by the time they file, have a hearing and heard by a judge.

Town Attorney Arango stated about two (2) weeks and there has never been a situation like this before.

Mr. Kilsheimer stated that they still have at least two months of engineering for the north tower without samples, if you put everything on hold and stop all the engineering analysis.

Commissioner Salzhauer asked how many weeks' worth of work without having access to the site.

Mr. Kilsheimer stated about 3 more months. If they never get access to south, all they have is the numbers run on south and what they have learned of north.

Commissioner Salzhauer asked if it would be conclusive.

Mr. Kilsheimer stated that it will be as conclusive as possible.

Further discussion took place regarding time left for the modeling and the cost involved.

Vice Mayor Paul wants to make sure they are not duplicating the work and how much it would cost.

Mayor Burkett stated that Mr. Kilsheimer is doing a great job and it would be better if he kept working but probably would be better to find out if they could get on site and allow Mr. Kilsheimer to pause.

The following individuals from the public spoke:  
George Kousoulas stated that what the modeling will tell you is very important.  
Marianne Meischeid stated that they need to let Town Attorney Arango to do her job and allow Mr. Kilsheimer on site.

Joshua Epstein spoke regarding access to the site.

A motion was made by Commissioner Salzhauer to extend the meeting for 10 minutes, seconded Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Further discussion took place among the Commission, staff and Mr. Kilsheimer regarding the cost, what it includes, and whether he will be able to obtain the information from NIST.

Commissioner Salzhauer asked Mr. Kilsheimer how many weeks of work he has done and how long he still has to go with the sampling with the other buildings and if this would be conclusive.

Mr. Kilsheimer stated it would be as conclusive as it could be without doing the sampling.

Commissioner Velasquez spoke regarding the cost involved for a presumed assumption.

Vice Mayor Paul asked Mr. Kilsheimer how much the 3 month of modeling would cost. She stated that she had calls from residents and they wanted to make sure they were not duplicating efforts by NIST.

Mr. Kilsheimer stated it would cost approximately \$500,000.

Mayor Burkett stated that everything hinges on him obtaining access to the site. He stated it will be better for us to find out quickly if they could get on the site so Mr. Kilsheimer can continue with the sampling. He stated that if they halt his services, they will fall to the back of the line and possibly not be able to obtain his services again.

Commissioner Salzhauer asked Assistant Town Manager Greene if they can afford this and where it is coming from.

Assistant Town Manager Greene stated that they do have the funds, they would just add less to the reserve. He explained the cost and what it would be included in the \$2.5 million dollars.

Further discussion took place regarding the testing, the time it would take if we do not physically get access to the site and how long it would take to get the results then.

A motion was made by Vice Mayor Paul to keep KCE Engineering and allow him to continue with the modeling and possibly doing it in less than 3 months if he gets access to the site and not to exceed \$750,000, seconded by

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

**8. Unfinished Business and New Business**

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

**A. Ending Option to Contribute to Parking Fund in Lieu of having Required Parking in Building Plans – Commissioner Charles Kesl**

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

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

Deferred to the next meeting.

**J. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez**

Deferred to the next meeting.

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

Deferred to the next meeting.

**L. Cone of Silence/Secrecy – Mayor Charles W. Burkett**

Deferred to the next meeting.

**M. License Plate Readers – Mayor Charles W. Burkett**

Deferred to the next meeting.

**N. Cancel Culture in Surfside - Mayor Charles W. Burkett**

Deferred to the next meeting.

**O. Permit Process - Mayor Charles W. Burkett**

Deferred to the next meeting.

**P. High Water Bill – Mayor Charles W. Burkett**

Deferred to the next meeting.

**Q. Increased Commercial Airliner Flights over Surfside - Mayor Charles W. Burkett**

Deferred to the next meeting.

**R. Purchase of Electric Vehicles - Mayor Charles W. Burkett**

Deferred to the next meeting.

- S. One-way automatic gate at 96<sup>th</sup> Street and Bay Drive - Mayor Charles W. Burkett**

Deferred to the next meeting.

- T. Draconian Fines for Residents - Mayor Charles W. Burkett**

Deferred to the next meeting.

- U. Surfside's Brand Name, Miami's Uptown Beach Town – Mayor Charles W. Burkett**

Deferred to the next meeting.

- V. Daylight Plane Requirement for New Construction – Commissioner Charles Kesl**

Deferred to the next meeting.

- W. Six Month Performance Evaluation of Town Manager Andrew Hyatt - Mayor Charles W. Burkett**

Deferred to the next meeting.

- X. Abandoned Sports Equipment on Streets, Unmarked Unattended – Commissioner Charles Kesl**

Deferred to the next meeting.

- Y. EpiPen - Commissioner Eliana Salzhauer**

Deferred to the next meeting.

- Z. Private Security Service – Mayor Charles W. Burkett**

Deferred to the next meeting.

- AA. Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe – Commissioner Eliana Salzhauer**

Deferred to the next meeting.

- BB. Remote Participation by Commissioners – Commissioner Charles Kesl**

Deferred to the next meeting.

**CC. Extension of Zoning in Progress – Tony Recio, Town Attorney**

Town Attorney Recio spoke regarding the extension of the Zoning in Progress and is implementing the changes from the workshops and they should have it in a week in a half.

Commissioner Salzhauer stated that it is not fair to the residents but there are a lot of unknowns right now and the issues with the land right now. The issue isn't the zoning in progress but what is in the zoning code.

Mayor Burkett stated that it is important to recognize that they have spent 1 ½ years in putting in a new zoning code and every Commissioner had their voice. He stated that they currently have a document with suggestions and recommendations from all elected officials. He stated for everyone to read it and get with the Town Attorney if they do not understand it.

Commissioner Velasquez stated they decided they were not going to do roof top terrace and they placed it in the zoning in progress when she was not at the meeting.

Further discussion took place regarding items being placed on the zoning in progress by Mayor Burkett.

Commissioner Salzhauer stated that she has discussed this and the way they got here is because the Mayor changed multiple items.

The following individuals spoke on the item:

Jeff Rose believes that it should expire, the zoning code will lead to many Bert Harris claims and the roof top decks and mechanicals is one of them. George Kousoulas spoke regarding understanding the zoning in progress and it is a band aid.

Vice Mayor Paul spoke regarding her notes and her issue is the process of how this was done. The proper process is taking the current code and revising certain parts not taking the entire code and rewriting it.

Commissioner Salzhauer stated that she agrees with the Vice Mayor and the process has been hijacked and while the code has resulted in progress, there have been changes, and that she cannot support something that has all the things it needed at the beginning.

Commissioner Velasquez stated that they are both wrong. She said that during campaigning everyone complained about the code and that is why they wanted to change the zoning code. She stated that if they go back to

that meeting, they all supported fixing the zoning code.

Mayor Burkett addressed the comments made and the allegation that Commissioner Kesl voted the wrong way on rooftop decks. He stated that they have a choice right now and they will be held accountable for the way they vote.

A motion was made by Commissioner Velasquez to extend the zoning in progress, seconded by Mayor Burkett. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Town Clerk McCready stated that Commissioner Kesl sent two emails to be read under Good and Welfare. She read both emails into the record.

## 10. Adjournment

A motion was made by Vice Mayor Paul to adjourn the meeting without objection at 11:30 p.m.

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

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

Attest:

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



## TOWN MANAGER'S REPORT

SEPTEMBER 14, 2021

### I. TOWN DEPARTMENTS

#### Building Department

**A.** The Building Department's focus, since the sudden collapse of a large portion of Champlain Towers South, has been to provide critical building information to structural engineer Allyn Kilsheimer and his team to assist in the investigation as to the cause of the collapse. This work included locating the original design drawings for the structure and digitizing these plans for review by the research team. This also included locating and digitizing the design drawings for Champlain Towers North, which is the sister building of the collapsed structure. Since Champlain Towers South and Champlain Towers North are designed by the same engineering firm and constructed at the same time, a comparative analysis will help us to better understand the structures. Numerous field inspections and exploratory analysis have been performed by KCE structural engineers. This comparative research is currently being evaluated.

**B.** An incredible number of public record requests continued from all over the world, including intense media inquiries, which resulted in a heavy, ongoing workload to produce documents related not only to the Champlain Towers South, but to all the other multi-story condominium buildings in the Town. We continue to work with Blue Digital and are going full speed ahead to scan and digitize construction plans for all buildings in Surfside.

**C.** The Building Department distributed the July 1, 2021 Notice to Building Owners to all Collins Avenue condominiums. We offered and performed numerous limited structural inspections by KCE/Allyn Kilsheimer and limited electrical service inspections by the Town Chief Electrical Inspector. Written reports from these inspections have been sent to all condominium building managers who signed the release drafted by our legal department.

**D.** Proactively going forward, Building Official Jim McGuinness has continued to advocate for the acceleration of the 40 Year Building Recertification to commence with buildings 30 Years Old (instead of 40 years). With the phrase: "Don't Wait...Accelerate", by and through the Building Official's Association, he has successfully taken this to the



Miami-Dade County Board of Rules and Appeals in August for recommended code modification. On August 30, 2021 Miami-Dade County held a joint meeting of county legislative and operational officials, including Mayor Cava, which adopted this recommendation to take forward to the County Commission for discussion and legislative action. The consensus of this important multi-agency meeting includes the following modifications and improvements to the existing program:

1. Early Notification: Requiring a two-year recertification notice to building owners versus the current 90 day notice.
2. Shorten/Accelerate the recertification mandate to year 30 instead of year 40.
3. Mandate the exclusive use of structural engineers for the structural component analysis on threshold buildings (4 stories or more).
4. Require as a condition of any time extension an engineer's letter certifying that buildings are safe to occupy while reports are being written and/or repairs are being made.
5. Establish a legislative (in addition to the current standing ethical duty) "Duty to report" to the Building Official any adverse findings on a structure.
6. Require recertification unsafe notices be posted in a conspicuous location and a notification sent to all unit owners and occupants.

E. The Building Department has completed its conceptual design for the modernization and physical remodel of the front office. The goal of this remodel is to dramatically improve customer service through improved accessibility to staff and create a more organized, efficient workplace that helps the permitting process flow. Development of drawings for construction are underway.

### **Code Compliance Division**

**A. Code Violation Cases:** As of August 31, 2021, the total number of active, open cases being managed is 204. Of these cases, 92 cases are still under investigation and are working towards compliance; 21 cases are on-hold; 30 cases are in the Special Master hearing queue; 1 case is in post-hearing status; 20 code cases have been issued liens and remain unpaid; 39 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 August 31, 2021, 78 cases have paid/settle for a total collection of \$38,281.50
- FY 20: 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 76 Code lien searches for the month of August 2021.

D. Th Code Compliance Division has continued to assist the Town Clerk's office with public records requests and the Building Official with property owner/managers contact information gathering and reports.

E. The Special Master Hearing has been canceled for the past two months. In July, the hearing was canceled due to the Champlain Towers South building collapse, and in August, the hearing had to be canceled as per the Special Master's request. All cases that were scheduled for those two hearings have been rescheduled for the September and October meetings.

### ***Community Services & Public Communications Department***

A. The Communications Department continued to respond to media and community inquiries regarding the collapse of Champlain Towers South. This included connecting residents with outside agencies including the Red Cross, FEMA and HistoryMiami.

B. Tourism-related efforts were slowly reintroduced as the Town hosted two local influencers, BeyondSouthBeach (42.1K) and SweetPortfolio (500K followers). Additionally, the Town continued to promote the Surfside Business Recovery Fund, as well as the Miami Spice program. The Spice Program will conclude in September and proceeds from the program's Open Table reservations will be donated to Town restaurants.

C. Collaboration continued with the County, HistoryMiami and Leo Soto (Wall of Hope creator) to ensure items placed at the Wall were preserved to honor the victims of the Champlain Towers collapse, as well as placing signage, posting messaging on the website/social media and sending eblasts to broadly communicate these changes. Communications is working with Public Works to develop a new temporary memorial site outside of the Tennis Center. Information will continue to be shared across Town channels to keep residents and visitors informed of these changes.

<b>Human Resources</b>
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Human Resources continues to provide support and assistance to the Town Administration, departments and staff in relation to a variety of items/services to include:

**A. Champlain Towers South:** Mental health - critical incident debriefing

**B. COVID-19 Health Pandemic:** Provided staff with COVID-19 information, support and assistance.

**C. EEOC Discrimination Complaints:** Provided legal department with background information, supporting documents and held several discussions to respond in a timely manner to the U.S. Equal Employment Opportunity Commission with regards to EEOC complaints filed by Victor May and Donna Natale-Planas.

**D. Insurance Renewal:** With the assistance of the Town's insurance agent of record, renegotiated the existing employee health benefits plans to include health, dental vision, life. Disability, COBRA and FSA / HRA administrator. It was determined that changing some of the carriers is the best option for the Town and employees; representing a budgetary savings from the preliminary FY 2022 budget of \$180,000 and \$126,500 in savings from the FY 2021 premium. The item is included in this month's agenda for approval.

**E. Classification and Compensation Study:** Provided Evergreen Solutions with all requested data to initiate a review of our classification and compensation study. The requested information included: Job descriptions for all classifications, pay scales, salary schedules, personnel policies, copy of collective bargaining agreement, organizational chart, and an employee database. The study is currently ongoing, and the labor market data information has been requested from numerous municipalities in Miami-Dade County and Broward County.

**F. AFSCME Florida Council 79:** Expecting AFSCME to contact the Town to request to commence collective bargaining.

**G. Evaluations:** All Town employees currently not under a collective bargaining agreement received a performance evaluation for the fiscal year ending September 30, 2021.

**H. Other Human Resources Functions to include:**

- Pre-employment Background Check
- New hire orientation
- Workers' compensation
- Labor statistics report

- Interviews
- Retirement plan related assistance
- Recruitment / Advertising for vacancies
- Responding to candidates / acknowledge resumes received
- Verification of Employment Requests
- Personnel maintenance changes
- Insurance enrollment, changes and termination of coverage
- Training
- Exit interview
- Public records requests
- FMLA assistance

<b><i>Finance Department</i></b>
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***A. Champlain Tower South (CTS) Emergency – Surfside Financial Impact***

The Town has expended \$1,107,853.84 responding to the CTS emergency as of August 31, 2021. This is broken down below:

- Professional Services
  - Engineering (KCE Engineering for Structural Engineering Support + additional engineering support)
    - \$480,608.89
  - Crisis Communications (News Directors, Pinzur Communications, new website, pass-through expenses)
    - \$105,929.20
  - Information Technology Support
    - \$3,914.28
- Staff Overtime
  - \$457,041.51
- Misc. Repairs and Operating Supplies (PPE, Traffic Control Barriers, Supplies, Repairs, etc.)
  - \$60,359.96

The Town has engaged with Hagerty Consulting to serve as the Town's Public Assistance Cost Recovery Consultant. All costs for their services are eligible for FEMA reimbursement and are assisting with ensuring that the Town is fully reimbursed for all eligible expenditures including reviewing contracts and invoices. The County has also engaged with the firm for the same services. It is expected that most of these costs will be submitted to FEMA for reimbursement. The Town's Finance Department will prepare a budget amendment as part of the fiscal year closeout to cover the expenditures for FY 2021 if needed.

**B. Monthly Budget to Actual Summary as of July 31, 2021 – Attachment "A"*****Parks and Recreation Department***

Parks and Recreation continued to operate the following facilities: The 96<sup>th</sup> Street Park, the Beach Lifeguard Tower, Hawthorne Tot Lot and the Dog Park. The Tennis Center remains closed. We made accommodations with neighboring municipalities (Miami Shores and Miami Beach) for our residents to use their Tennis facilities during this time. During this time, we have been working with FEMA and the Town's insurance company for reimbursement of funds for items and facilities damaged during the emergency response to the Champlain Tower tragedy. Coordination is now under way to reopen the Tennis Courts with a projected date of October. Fall programming registration and classes are in full swing. After School programming has begun as of August 23, 2021. 96<sup>th</sup> street park design continues to move forward. A preliminary design of the park was reviewed with the Parks and Recreation Committee during the August 23, 2021 P&R committee meeting. Beach turtle nest count were updated for this season. As of September 1, 2021, 23 nests have been identified in Surfside. Beach Baynanza cleanup has been set up for November 6, 2021.

***Planning Department***

Development Application Process (2012 – Present) – Attachment "B"

***Police Department*****A. Police Department Statistics (August 1 – August 24, 2021)**

- Traffic Citations – 409
- Parking Citations – 442
- Arrests – 5
- Dispatch Events – 1,218
- Incident/Crime Reports – 34

**B. Traffic update reference Champlain Tower South Building Collapse**

One lane of traffic on Collins Avenue and all three lanes of traffic on Harding Avenue reopened on August 22, 2021, alleviating traffic passing through the residential neighborhood. We continue to work with Miami-Dade Police County and strive to open an additional lane of traffic on Collins Avenue as soon as possible ensuing all safety protocols are followed.

### **C. High Holidays**

The High Holiday services will begin Monday evening, September 6, 2021 and will conclude September 16, 2021. Many of the holidays have driving restrictions which means a large number of pedestrians. The Surfside Police Department has increased police presence with assigned details for high visibility during the High Holidays in the areas of The Shul 9540 Collins Avenue, Young Israel 9592 Harding Avenue, Hechal Shalom Sephardic Congregation 310 95<sup>th</sup> Street and Magen David Sephardic Congregation 9348 Harding Avenue. The enhanced patrols will be concentrated before and after services when congregants from the surrounding area and neighboring communities are walking to and from these locations. In addition, Bal Harbour and Bay Harbor Islands Police Departments will assign officers to further augment patrols in the area.

### **D. Police Events/Community Outreach**

- The Miami-Dade County Association of Chiefs of Police (MDCACP) in partnership with the South Florida Police Benevolent Association is hosting a training conducted by the Boulder Crest Foundation on September 14, 2021 from 9:00 a.m. to 3:00 p.m. in Doral, FL. The presentation will provide an overview on the peer counseling program the MDCACP aspires to implement to assist the departments currently without one. Captain John Healy will attend and represent the Surfside Police Department.
- Code Enforcement will host their monthly Special Master Hearing on September 15, 2021 from 10:00 a.m. – 2:00 p.m. in the Commission Chambers.
- The Surfside Police Department will host a community blood drive on September 22, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The monthly Coffee with the Cops is September 23, 2021 at 10:00 a.m. in the Police Training Room with coffee and refreshments graciously provided by Starbucks.
- The onsite Mock Re-Accreditation assessment will take place September 28 - 30, 2021.

<b>II. SEE CLICK FIX REPORT</b>
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Requests filtered by request category that have been created 08/01/2021 - 08/31/2021

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Code Compliance (Violation)	2	2	0
Dog Stations (P & R)	1	1	0.3
Other	6	0	
Police (Safety Concern)	4	3	0.1
Solid Waste (Residential) (PW)	2	0	
Street lights (PW)	1	0	

Requests filtered by request category that have been created 01/01/2014 - 08/31/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	
Beach Issue	237	214	
Code Compliance (Safety Concern)	112	109	0
Code Compliance (Violation)	186	182	0.2
Community Center (P & R)	12	10	0.6
Dog Stations (P & R)	17	17	
Drainage/Flooding (PW)	43	34	
Graffiti (PW)	5	3	
Hawthorne Tot-Lot (P & R)	7	7	
Other	319	277	0.1
Police (Safety Concern)	101	99	1.2
Pothole (PW)	6	6	
Solid Waste (Commercial) (PW)	8	7	
Solid Waste (Residential) (PW)	39	28	
Street lights (PW)	77	60	
Surfside Dog Park (P & R)	12	11	
Utilities (Water/Sewer) (PW)	48	35	
Barking Dog	12	12	
Beach Patrol	6	5	
Parking Issue	110	105	
Construction Issues	51	41	
Dead Animal	7	5	

### III. TOWN PROJECTS

#### ***Biscaya Waterline Replacement***

The final walkthrough for the project took place on July 26, 2021.

#### ***96<sup>th</sup> Street Park***

On August 23, 2021, the Design Team presented preliminary Design Development plans to the Parks & Recreation Committee. They will incorporate the feedback received into a presentation for the Town Commission on September 14, 2021 and seek approval to move forward with Construction Documents. After direction received from the Town Commission in June, the Design Team brought a LEED consultant on board and has begun the coordination and design process for LEED & SITES certification. The Design Team has also started the aquatic assessment and design of the kayak launch in order to permit it on an accelerated schedule from the rest of the project, as there are environmental approvals needed.

#### ***Abbott Avenue Drainage Study***

The consulting engineer (KEITH) has finalized work and the item was brought before the Town Commission at its August 10, 2021. KEITH is working on providing a scope of work for recommendation per Town Commission direction.

#### ***Byron/Bay Closure Study***

The current status is that the Town is awaiting Miami-Dade County DTPW's review of our TIS methodology. The review period ended on August 3, 2021 but the County still has not either approved the submittal or provided comments.

#### ***Undergrounding of Utilities***

The utility undergrounding Phase 1 planning is progressing somewhat delayed due to late submission of design input, primarily from FPL, none the less on track for an October estimate presentation.

KCI is progressing with background layout plans on which utility provider (FPL, ATT, ABB, Hotwire) data will be shown. There remain questionable areas of the residential neighborhood where data cannot be found in previous documents. The Town was hoping that the plans received from FPL would have included the CADD layout for those areas unfortunately it did not materialize. Additional survey information for the area will be required and KCI is continuing with that task.

Ongoing meetings with FPL, Hotwire, and ABB continue, we have been issued proposed concise solutions from ABB, Hotwire. FPL's information is much more complex and requires more detailed study than anticipated. ATT remains another matter altogether, as referenced in previous communications their unrealistic expectation of an inordinate design deposit has not changed. This will not pose a significant obstacle in the preparation



of the Phase 1 plans and estimate as comparable data is available from similar residential neighborhoods. In the event the project moves into Phase 2, document completion status, the Town will approach ATT at that time.

KCI field verification activities have continued now with traffic resuming a more normal condition, this information is being included in their design documentation.

The Binding Cost Estimate from FPL remains outstanding, there is no firm commitment as to when to expect that information. This cost data will be critical to the final preparation of the overall project cost estimate. The Town will continue to press them for the input.

Certain assumptions have been made regarding new decorative street lighting, based on similar communities in the area, and is being incorporated in the KCI documents and cost estimate.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

**TOWN OF SURFSIDE, FLORIDA**  
**MONTHLY BUDGET TO ACTUAL SUMMARY**  
**FISCAL YEAR 2020/2021**  
**As of JULY 31, 2021**  
**83% OF YEAR EXPIRED (BENCHMARK)**

Agenda Item #

Page

1 of 3

September 14, 2021

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

REVENUE	\$ 16,290,412	\$16,595,129	98%
EXPENDITURES	12,747,920 <b>B</b>	\$16,595,129	77%
Net Change in Fund Balance	3,542,492		
Fund Balance-September 30, 2020 (Audited)	18,655,227 <b>A</b>		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 22,197,719</u>		

**TOURIST RESORT FUND - 102**

REVENUE	\$ 3,847,061	\$2,939,353	131%
EXPENDITURES	1,942,408	\$2,939,353	66%
Net Change in Fund Balance	1,904,653		
Fund Balance-September 30, 2020 (Audited)	2,144,801		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 4,049,454</u>		

**POLICE FORFEITURE FUND - 105**

REVENUE	\$ 54,907	\$2,000	2745%
EXPENDITURES	1,808	\$2,000	90%
Net Change in Fund Balance	\$ 53,099		
Fund Balance-September 30, 2020 (Audited)	168,289		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 221,388</u>		

**TRANSPORTATION SURTAX FUND - 107**

REVENUE	\$ 172,127	\$235,706	73%
EXPENDITURES	89,825	\$235,706	38%
Net Change in Fund Balance	82,302		
Fund Balance-September 30, 2020 (Audited)	443,485		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 525,787</u>		

**BUILDING FUND - 150**

REVENUE	\$ 657,704	\$1,068,035	62%
EXPENDITURES	801,223	\$1,068,035	75%
Net Change in Fund Balance	(143,519)		
Fund Balance-September 30, 2020 (Audited)	2,058,118		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 1,914,599</u>		

**CAPITAL PROJECTS FUND - 301**

REVENUE	\$ 1,204,482	\$2,980,448	40%
EXPENDITURES	554,758	\$2,980,448	19%
Net Change in Fund Balance	649,724		
Fund Balance-September 30, 2020 (Audited)	4,913,412		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 5,563,136</u>		

**NOTES:**

1) Many revenues for July 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.

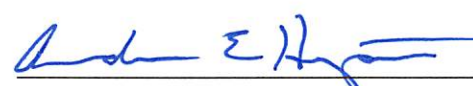
A. Includes \$2,000,000 available for hurricane/emergencies. The audited balance of \$18,655,227 is unassigned fund balance (reserves).

B. Includes \$1,012,327 of expenditures incurred for Champlain Towers South emergency.

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
<b>WATER &amp; SEWER FUND - 401</b>			
REVENUE	\$ 3,364,787	\$4,416,436	76%
EXPENDITURES	2,665,683	\$4,416,436	60%
Change in Net Position	699,104		
Unrestricted Net Position-September 30, 2020 (Audited)	(1,719,678)		
Unrestricted Net Position-July 31, 2021 (Reserves)	\$ (1,020,574)		
<b>MUNICIPAL PARKING FUND - 402</b>			
REVENUE	\$ 1,240,094	\$1,288,140	96%
EXPENDITURES	853,135	\$1,288,140	66%
Change in Net Position	386,959		
Unrestricted Net Position-September 30, 2020 (Audited)	1,300,018		
Unrestricted Net Position-July 31, 2021 (Reserves)	\$ 1,686,977		
<b>SOLID WASTE FUND - 403</b>			
REVENUE	\$ 1,346,967	\$1,917,932	70%
EXPENDITURES	1,505,491	\$1,917,932	78%
Change in Net Position	(158,524)		
Unrestricted Net Position-September 30, 2020 (Audited)	102,829		
Unrestricted Net Position-July 31, 2021 (Reserves)	\$ (55,695)		
<b>STORMWATER FUND - 404</b>			
REVENUE	\$ 756,910	\$1,070,706	71%
EXPENDITURES	586,099	\$1,070,706	55%
Change in Net Position	170,811		
Unrestricted Net Position-September 30, 2020 (Audited)	3,355,198		
Unrestricted Net Position-July 31, 2021 (Reserves)	\$ 3,526,009		
<b>FLEET MANAGEMENT FUND - 501</b>			
REVENUE	\$ 717,392	\$863,307	83%
EXPENDITURES	477,829	\$863,307	55%
Change in Net Position	239,563		
Unrestricted Net Position-September 30, 2020 (Audited)	831,432		
Unrestricted Net Position-July 31, 2021 (Reserves)	\$ 1,070,995		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

**Town of Surfside**  
**Net Funds Historical Balances**  
**Period 2017 - July 2021**

FUND	9/30/2017	9/30/2018	9/30/2019	9/30/2020	7/31/2021	CAGR <sup>(a)</sup>
General	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 22,197,719	29.3%
Tourist Resort	469,880	356,313	1,640,525	2,109,658	4,049,454	65.0%
Police Forfeiture	164,933	159,527	105,725	168,289	221,388	0.7%
Transportation Surtax	388,363	263,292	328,377	442,856	525,787	4.5%
Building	1,742,910	2,760,673	2,563,517	1,991,388	1,914,599	-11.9%
Capital Projects	576,122	2,158,902	3,048,582	4,899,128	5,563,136	104.1%
Water & Sewer	(3,048,579)	(2,546,398)	(2,367,098)	(1,733,610)	(1,020,574)	-17.2%
Municipal Parking	811,013	943,315	1,198,948	1,293,993	1,686,977	16.9%
Solid Waste	429,743	601,201	641,636	219,615	(55,695)	-20.1%
Stormwater	3,264,379	3,203,878	3,200,132	3,205,050	3,526,009	-0.6%
Fleet Management	-	-	585,363	825,468	1,070,995	N/A
<b>Total</b>	<b>\$ 13,259,566</b>	<b>\$ 18,802,753</b>	<b>\$ 25,929,812</b>	<b>\$ 31,708,583</b>	<b>\$ 39,679,795</b>	<b>31.5%</b>

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

last update on 9/7/2021

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	Planning is working on the Landscape Plan review. Fort Partners has indicated a desire to get a final CO and Landscape approval needs to be resolved. The Town Planner has draft comments. A landscape inspection will take place on 9/8/2021. The draft comments will be finalized after discussion with the landscape reviewer and forwarded to the Applicant and the Building Department.
7/29/2012 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 8,556.9 square feet		None	None	14-509	Issued	Under Construction
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, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 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	20-536	Foundation Only Permit Issued	
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: 7/19/2016, 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

**DEVELOPMENT APPLICATION PROCESS (2012 - PRESENT), Cont.**

Application Date Location	Project Description	Zoning Process	Density/Intensity		Variances		Building Permit		Status
			Allowed	Approved	Requested	Received	Application No.	Status	
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, 5/6/21 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021)	DRG - 11/2/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2018, 6/21 TBD TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units	4 units	None	None		Site Plan approval has expired	
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	George Kousoulas forwarded plans for review which the Town Planner received on Sunday, September 5th. The Town Planner is finalizing his position on the Surf House.
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), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval, P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request			Site Plan Approval 5/26/21
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	None			
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**  
**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: September 7, 2021**

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

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**This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, and Board and Committee meetings during the past month:**

July 22, 2021 – Special Town Commission Meeting Budget FY 2022

August 2, 2021 - Tourist Board Meeting

August 5, 2021 - Special Planning & Zoning Board Meeting

August 10, 2021 - Regular Town Commission Meeting

August 26, 2021 – Planning & Zoning Board Meeting

Due to the tragic and unprecedented Champlain Towers South (CTS) Building Collapse, no regular meetings of the Town Commission or Boards and Committees occurred in the month of July, 2021. Members of the firm assisted with the agendas and drafted the resolutions and

ordinances for the above noted meetings that occurred after the CTS Collapse, 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 assisting the Town with the COVID-19 pandemic, including working with Governor DeSantis' office 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 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 assisted the Town with Governor DeSantis Executive Orders 21-101 and 21-102, suspending or invalidating local government emergency actions based on the COVID-19 state of emergency, suspending all local COVID-19 "restrictions and mandates on individuals and businesses." The Firm will continue to assist the Town with COVID-19 issues and the implementation of any emergency or executive orders issued by Governor DeSantis and the County.

Various members of the Firm have and continue to assist the Town with the response and emergency actions needed in the aftermath of the CTS Collapse, including public records and media requests, contracts and agreements for services necessitated by the CTS Collapse, address and respond to legal demands and questions, subpoenas and deposition requests received pursuant *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 and related cases, assisting the Town and Building Department with courtesy review and inspections of oceanfront buildings, and interaction with KCE Engineering (Allyn Kilsheimer), County, FEMA and NIST representatives. Our efforts are ongoing in responding to various demands arising from the CTS Building Collapse, including regularly attending status hearings before Judge Hanzman and addressing numerous questions and issues from the Court and appointed Receiver.



### **Commission Support:**

Attorneys of the firm have worked with members of the Town Commission to address concerns and research specific issues and are always available, either in the office or by phone or email. We have worked with the Town administration and staff to transition Commission and board meetings to in-person meetings, while still transitioning from COVID-19 health and safety protocols. We continue to work the Town Commission in support of any needs arising from the CTS Building Collapse. We appreciate your support as we continue our fourth year of service and work in implementing the Commission's 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 and compliance with the Governor DeSantis' directives and orders. Various members of the Firm continue to work with Town administration and staff responding to needs arising from the CTS Building Collapse.

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, 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, EEOC complaints, 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; assisted with the State of Florida FIND agency on determination of resident kayak launch at seawall at 96<sup>th</sup> Street Park; contracts and agreements

necessitated by the CTS Building Collapse; and public records and media requests due to the CTS Building Collapse.

**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; continued review and implementation of Governor DeSantis' Executive Orders pertaining to COVID-19.
- Contract Review Related to COVID-19 health pandemic.
- Repeal of Ch. 90 Zoning Code and Map and Adoption of New Zoning Code (2006 Code with modifications).
- Resolution Combatting Hate Due to COVID-19 Health Pandemic
- Resolutions Approving Interlocal Agreements with Miami-Dade County for Access to Exempt Information and Enforcement of Miami-Dade County Code
- Resolution for the Purchase of Police Body-Worn Cameras and Preparation of Agreement
- Resolution Regarding Nurse Initiative Ruth K. Broad
- Beach Furniture Ordinance and Regulations
- Rate Resolutions Solid Waste Assessment
- RFQs for Abbott Avenue Drainage, Planning Services and Engineering Services
- Resolutions Calling Special Election and Referendum for Undergrounding of Utilities, Restricting Sale, Lease or Exchange of Town Land, and Indebtedness Restrictions
- Resolution Approving Waste Connections for Recycling Services
- Resolution Approving Interlocal Agreement with Miami-Dade County CARES Act
- Resolution Approving Miami-DADE County Local Mitigation Strategy 2020 (LMS)
- Resolution Approving a MOU with the Florida State Lodge Fraternal Order of Police to Provide 1% Hazard Pay to First Responders Due to COVID-19
- Resolution Authorizing Negotiations with Highest Ranked Firm Pursuant to RFQ Seeking General Planning Services

- Resolution Authorizing Negotiations with the Highest-Ranked Qualified Firm Pursuant to RFQ 2020-04 Seeking Engineering Services for Abbott Avenue Drainage Improvements.
- Resolution Approving Purchase and Installation of Lighting Regarding Holiday and Downtown District
- Resolution Approving MOU with Bay Harbor Islands for School Address Verification Program
- Resolutions Approving Proposed and Final Millage Rates and Budget for FY 2020-2021
- Resolution Urging FAA Regarding Metroplex/NextGen Flight Paths
- Resolution Selecting and Awarding Contractors to provide General Landscape Maintenance Services, Additional On-Demand Services and Disaster Debris Recovery Serves, and corresponding agreements.
- Resolution Approving Agreement with Marlin Engineering, Inc. for General Planning Services.
- Resolution Adopting Program for Public Information (PPI) in connection with the National Flood Insurance Program
- Resolution Approving MOU with Florida Department of Highway Safety and Motor Vehicles Regarding Access to Biometric Facial Analysis System
- Resolution Approving FY 20-21 Police Forfeiture Fund Expenditures
- Assistance and Response to AFSCME Florida Council 79 Union Representation Certification Petition for Civilian Town Employees
- Resolution in Support of Closing Byron Avenue at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Urging Bahamian Government to Ban Off Shore Oil Drilling
- Resolution Approving First Amendment to Agreement with PayByPhone Technologies for Mobile Payment Services for Town Parking Facilities
- Resolution Approving and Authorizing Expenditure of Funds to FPL for Binding Estimate on Undergrounding of Electric Distribution Facilities
- Resolution Certifying Election Results for November 3, 2020 Special Election on Three Referendum/Ballot Questions
- Resolutions Approving Budget Amendments No. 3 and No. 4

- Resolution Approving Interlocal Agreement with MDPD Regarding for 911 Answering Points
- Resolution Approving Police Mutual Aid Agreement with Bay Harbor Islands
- Resolution Approving Agreement with Savino Miller for Design of 96<sup>th</sup> Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Installation of Above Ground Fuel Storage Tank at Town Hall Facilities
- Resolution Approving Purchase of Four Police Vehicles and Equipment
- Resolution Approving Youth Tennis and Soccer Agreements
- Resolution Approving Diamond Brite Pool Resurfacing for Community Center Pool/Spa
- First Amendment to License Agreement with 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
- 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)
- Resolution for Quasi-Judicial Hearing Approving and Accepting Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing Approving/Denying Site Plan Application for 8851 Harding Avenue
- Resolution Condemning Extremism and Hate
- Resolution Approving Donation Agreement with Gerald B Cramer Family Foundation Regarding Tennis Funding
- Resolution Approving Police Mutual Aid Agreement with the City of North Miami Beach
- Resolution Approving Amendment No, 4 to MOU with Participating Municipalities for School Nurse Initiative
- Contract for Construction for Biscaya Subaqueous Water Main Crossing
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services Pursuant to Continuing Services Agreement for Professional Engineering Services; Authorizing Expenditure of Funds
- Resolution Approving Renewal of Term of Agreement for Food and Beverage Concession Services with Hamsa Hamsa, LLC D/B/A Surf-N-Sides for the Surfside Community Center; Authorizing the Town Manager To Execute a Second Amendment to the Agreement; Preparation of Second Amendment to Concession Agreement
- Resolution Approving Emergency Repair Work for the Town Hall Air Conditioning System's Chiller and Coils Replacement from Smart Air Systems, Inc.
- Resolution Ratifying an Amendment to the Off-Street Variable Parking Rate and Time Limitation Schedule for Municipal Parking Lots

- Resolution Approving an Engagement Letter with Marcum LLP for Financial Auditing Services for Fiscal Year Ending September 30, 2021
- Resolution Approving a Memorandum of Understanding Between the Town and The Florida Department of Law Enforcement Relating to Investigations of Incidents Involving the Use of Deadly Force by Law Enforcement Officers
- Resolution for Quasi-Judicial Hearing – Waiver of Plat for 8712 Byron Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Approval for 8851 Harding Avenue
- Resolution for Quasi-Judicial Hearing – Site Plan Amendment for Seaway Condominium 9133-9149 Collins Avenue (2019 Historical Certificate of Appropriateness)
- Temporary Revocable License Agreement with Curative for Covid-19 Testing at Town Hall, and Corresponding Resolution Approving Same
- Debris Monitoring Procurement and Contract
- Resolution Approving Project Agreement with Alvarez Engineers, Inc. for Structural Plan Review Services
- Resolution Approving Declaration of State of Emergency for CTS Building Collapse
- PSA Agreement with Haggerty Consulting (FEMA compliance)
- PSA Agreement with KCE Structural Engineers for Structural Engineering Consultation CTS Building Collapse
- PSA Agreement with The News Directors (Communications and Media Response)
- Agreement with the Italian Space Agency Re Images on the CTS Building Collapse
- Annual Solid Waste Assessment FY 2021/22
- Resolution Urging Biden Administration to Condemn Cuban Government’s Handling of Pro-Democracy Protests and Support of the Cuban People
- Resolution Approving Keith Engineering for Design Phase of Abbott Avenue Drainage Improvements
- Resolution Awarding Star Cleaning USA for Street Sweeping Services and Agreement
- Agreement with BOOST Media for Emergency Response Website CTS Building Collapse
- Agreement with JUST FOIA for Public Records Request Software

- Resolution Approving a Purchase Order to The Corradino Group, Inc. to Perform Traffic Engineering Services for 88<sup>th</sup> Street Corridor Multiway Stop Warrant Study
  - Resolution Approving Pelican Harbor Donation
  - Resolution Accepting a \$107,500 Community Development Block Grant – Mitigation Program (CDBG-MIT) from the Florida Department of Economic Opportunity (DEO) to Develop a Drainage Improvement Plan for the Town’s Stormwater System
  - MOU and Resolution Approving the Memorandum of Understanding (MOU) Between the Town, the Village of Bal Harbour, and the Town of Bay Harbor Islands to Fund the Cost of a School Resource Officer for Ruth K. Broad K-8 Center School
  - Resolution Approving the Final Design Development Plans for 96<sup>th</sup> Street Park Project Prepared by Savino & Miller Design Studio, P.A.
  - Resolution Approving Employee Health Benefits Contracts for Fiscal Year 2021/2022
  - Resolution Accepting an Allocation of \$2,830,324 in Coronavirus State and Local Fiscal Recovery Funds from the U.S. Department of Treasury Under the American Rescue Plan Act; Review of American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement
- 

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

*Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11<sup>th</sup> Judicial Circuit, Miami-Dade County, Florida.* On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town’s Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. 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. On May 4, 2021, the Plaintiff filed its initial discovery requests, including “First Set of Interrogatories to Defendant” and “First Request for Production of Documents to Defendant”, both due within 30 days of the filing. The Town responded to the Interrogatories and Request for Documents. The parties have agreed to hold off on further discovery and filed a joint motion to push the mandatory case management report to October 15, 2021 due to the CTS Building Collapse. There is limited discovery ongoing, including Plaintiff’s expert’s report on the stormwater ordinance methodology.

*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 FAA announced that it will be commence



implementing Phase 2 of the Metroplex project on August 12, 2021. These are the flight procedures that will impact aircraft flying in and out of Miami International Airport and potentially affecting the Town; 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 July 8, 2021, the FAA responded to the Town's Special Counsel, refusing the request to stay the implementation of the new flight procedures. On July 20, 2021, the Town's Special Counsel filed a motion to extend the allowable time to file the petitioners' briefs with the Eleventh Circuit Court by 90 days. On July 22, 2021, the Eleventh Circuit Court entered an Order granting the Town's motions for extension of time to file briefs for 90 days, with opening briefs now due October 26, 2021. As of July 26, 2021, the Town's Special Counsel is weighing the filing a new motion for stay with the Eleventh Circuit Court for the implementation of the new flight procedures. Implementation of the new flight procedures commenced over the Bay. The Town is engaging a sound engineer to verify the impacts of increased noise from the new flight procedures and compare such data against the FAA's assessment and report regarding such impacts.

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, 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: continued public records and media requests regarding the CTS Building Collapse; continue work with the County and Court Appointed Receiver regarding issues pertaining to the CTS Building Collapse Site; respond to legal demands and lawsuits, and requests for production of records, resulting from the CTS Building Collapse; public records requests and ethics inquiries; implementation of various policy directives from the Mayor and Town Commissioners; issues related to the transition to in-person public meetings and lifting of restrictions related to the COVID-19 health pandemic, including implementation of Governor DeSantis most recent Executive Orders, and operations at Town facilities; implementation of beach furniture ordinance and permits; 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; defense and response to discovery requests in connection with Beach House Hotel beach furniture litigation; 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, and undergrounding of utilities plan design; various procurements and service or provider

agreements for Town improvements, facilities and programs, including preparation of RFPs for street sweeping services, RFPs for emergency debris collection and monitoring services, and RFQ for drainage study engineers compliant with State and Federal procurement and funding requirements; implementation of approved Referendum and Charter amendments, including undergrounding of utility and the engagement of consultants needed to implement the utilities undergrounding project; assistance with and response to AFSCME Florida Council 79 Union Representation Certification Petition to unionize Town civilian employees; Response to EEOC recently filed complaints; Assist with independent third party investigation of police department; application to Miami-Dade County for the closure and/or other traffic mitigation measures for Byron Avenue and Bay Drive; assistance with kayak launch implementation and assistance with State of Florida FIND review and approval; approval and implementation of Savino Miller design for 96<sup>th</sup> Street Park; implementation of design phase for Abbott Avenue Drainage Improvements; address legislation regarding dogs on the beach; Zoning in Progress and continued review and policy implementation of revisions to Zoning Code; amendment to Parking Trust Fund Ordinance; short term rental enforcement and Notice of Appeal received on behalf of 1249 Biscaya LLC; annual imposition of solid waste assessment for FY 2022; adoption and implementation of annual budgetary process; RFP for construction of 96th Street Park; ongoing public records and media requests, Court and CTS Receiver requests, zoning requests, subpoenas, depositions and lawsuits regarding *In re: Champlain Towers South Collapse Litigation*, Case No. 2021-015089-CA-01 and related cases.



## Town of Surfside

### BUDGET ADVISORY COMMITTEE MEETING MINUTES

JUNE 3, 2021 – 5:00 p.m.

Chief Terrill Williamson Police Training Room  
9293 Harding Avenue, 2<sup>nd</sup> Floor, Surfside, FL 33154

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

Chair Goldberg called the meeting to order at 5:01 p.m.

Present: Chair Sheryl Goldberg, Vice Mayor Robert Cummings, Committee Member Diana Gonzalez, and Committee Member Lauren Bardos.

Absent: Committee Member Andrew Craven

Also present were Assistant Town Manager Jason Greene, Commission Liaison Commissioner Eliana Salzhauer (arrived at 5:07 p.m.), Town Clerk Sandra McCreedy, Public Works Director Randy Stokes, and Code Enforcement Manager Carmen Alborna-Sanchez.

#### 2. Agenda and Order of Business

#### 3. Approval of Minutes: April 21, 2021 Budget Advisory Committee Meeting

A motion was made by Vice Mayor Cummings to approve the April 21, 2021 Budget Committee Meeting Minutes, seconded by Committee Member Bardos. The motion carried with a 4-0 vote with Committee Member Craven absent.

#### 4. FY 2022 Program Modifications – Assistant Town Manager/CFO Jason Greene

Assistant Town Manager Greene introduced the staff present at the meeting. He explained the presentation and the process for tonight.

Assistant Town Manager Greene provided the PowerPoint presentation. He started with the Building Department. The first program modification is the Plans Review Software in the amount of \$24,200 coming out of the Building Department fund not the general fund.

Vice Chair Cummings asked if this is a standard program and process that other municipalities use.

Building Official McGuinness stated this is an important program and read the mission statement of the Building Department to the Committee Members. He stated that this would shrink the review time in approving the permit submittal and approval process. He stated that by digitizing the plans they have reduced the review time.

Committee Member Bardos asked if training will be offered with this software.

Building Official McGuinness stated there will be training as the software is evolved.

Committee Member Gonzalez asked if he has experience in this type of software and will the neighbors be able to access the program.

Building Official McGuinness stated he does have experience with this type of software.

Commissioner Salzhauer asked if it will be part of Calvin Giordano and who will be heading it and handling it.

Building Official McGuinness stated that it will not be with Calvin Giordano and it will be himself and Assistant Town Manager Greene handling and overseeing the program.

Committee Member Bardos asked if there will be a need for additional staff.

Building Official McGuinness stated that there will not be a need for additional staff and they will be trained appropriately.

Commissioner Salzhauer asked regarding setting standards with submission with the zoning code change and if the software can handle whatever the requirements are.

Building Official McGuinness stated that the software will be able to handle all that is needed including flood plain management.

A motion was made by Vice Chair Cummings to approve the Plans Review Software for the Building Department in the amount of \$24,200, seconded by Committee Member Gonzalez. The motion carried with 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Greene provided the program modification for the Town Hall Category 5 Storm/Resiliency Study coming from the General Fund in the amount of \$84,100.

Discussion among the Committee members took place regarding grant funding.

Commissioner Salzhauer stated that this is an evacuation zone and this a study to assess how strong the building is and everyone will find out how strong the building was when they get back to the Town.

Building Official McGuinness spoke regarding having an emergency operations center and they need to know at what level of wind category this building will sustain.

Vice Chair Cummings asked that this would also determine what areas need to be secured and strengthened.

Building Official McGuinness spoke regarding the original plans being scanned and they found plans from 1927.

Chair Goldberg stated that if this is grantable they should go ahead with the study.

Assistant Town Manager Greene stated that budget and appropriations are different. This has to be approved by the Commission and they can place as a caveat to not bring back unless you can obtain a grant.

Committee Member Gonzalez stated that she agrees with Commissioner Salzhauer that if one needs to evacuate then there is no need for this study.

Building Official McGuinness stated that this study will tell what level of wind the building can sustain.

Chair Goldberg asked if this building was here during Hurricane Andrew.

Assistant Town Manager Greene stated that wings were post Andrew which was a very localized storm.

The following individuals from the public spoke:

Jeff Rose stated that if people are staying in Town that staff will be here to support the Town and the study is needed to determine if the building is sustainable.

Joshua Epstein spoke regarding storm surge and that the building will not withstand a category 5 storm.

A motion was made by Committee Member Bardos to approve the Town Hall Category 5 Storm/Resiliency Study in the amount of \$84,100 matched with a grant, seconded by Vice Chair Cummings. The motion carried with a 4-0 vote with Committee Member Craven absent.

Vice Chair Cummings walked out of the meeting at 5:26 p.m.

Vice Chair Cummings returned back to the meeting at 5:27 p.m.

Assistant Town Manager Greene provided the program modification for the Town Website Enhancement and Redesign coming out of the Tourist Resort Fund (\$45,000) and General Fund (\$40,000) for a total amount of \$85,000. He explained the redesign of the website and how it will facilitate resident input.

Chair Goldberg asked if there will be additional staffing being hired.

Assistant Town Manager Greene stated no additional staff will be needed.

Committee member Bardos asked if there will be additional cost after the three years.

Assistant Town Manager Greene stated that this is not a recurring cost but should be looked at as technology advances.

Chair Goldberg asked Community Services and Public Communications Director Duaginikas if they will be hiring additional staff.

Community Services and Public Communications Director Duaginikas stated that they will be using the existing staff.

A motion was made by Committee member Gonzalez to approve the Town Website Enhancement and Redesign coming out of the Tourist Resort Fund (\$45,000) and General Fund (\$40,000) for a total amount of \$85,000, seconded by Committee member Bardos. The motion carried with a 4-0 vote with Committee member Craven.

Assistant Town Manager Greene presented the Capital Improvement Project Program Modification for 89<sup>th</sup> Street Beach End Renovations coming out of the Capital Projects/General Fund in the amount of \$160,000 (\$23,920 – Local Option Gas Tax and \$136,080 (Capital Projects Fund Balance) and were pre-allocated funds since they came under budget due to the efficiency of doing things inhouse.

A motion was made by Committee member Gonzalez to approve the Capital Improvement Project Program Modification for 89<sup>th</sup> Street Beach End Renovations coming out of the Capital Projects/General Fund in the amount of \$160,000 (\$23,920 – Local Option Gas Tax and \$136,080 (Capital Projects Fund Balance), seconded by Committee member Bardos. The motion carried with a 4-0 vote with Committee member Craven absent.

Assistant Town Manager Greene presented the Capital Outlay Program Modification for Town Hall Fire Alarm System Upgrade in the amount of \$69,800.

Vice Chair Cummings stated that it looks a little rich.

Assistant Town Manager Greene stated he does not know why it is so expensive.

A motion was made by Committee member Bardos to approve the Town Hall Fire Alarm, seconded by Committee member Gonzalez. The motion carried with a 4-0 vote with Committee member Craven absent.

Assistant Town Manager Greene presented the program modification for Fuel Tank Replacement and Remediation Program which will be coming out of the General Fund in the amount of \$78,600.

A motion was made by Committee member Bardos to approve the program modification for Fuel Tank Replacement and Remediation Program coming out of the General Fund in the amount of \$78,600, seconded by Vice Chair Cummings. The motion carried with a 4-0 vote with Committee member Craven absent.

Assistant Town Manager Greene presented the program modification for the Cellular Water Meters Phase I which funding source will be coming out of the Water and Sewer Fund in the amount of \$112,990 and gave a summary of the item.

Chair Goldberg clarified it was phase 1.

Assistant Town Manager Greene stated it is a 2-year project.

Committee member Gonzalez asked if this is the reason why some homes are getting high water bills.

Public Works Director Stokes stated that 99% of the time when someone gets a high water bill it is because there is a toilet running. If they can help with a break outside they will fix it and prorate their bill.

A motion was made by Vice Chair Cummings seconded by Committee Member Gonzalez to approve the Cellular Water Meters Phase I which funding source is from the Water and Sewer Fund in the amount of \$112,990. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Greene provided the program modification for the Smoke Testing to comply with Miami Dade County requirement. The funding source will be the Water and Sewer in the amount of \$55,000. He explained this is when all the rainwater goes into the sewer system as well as illegal hookups.

A motion was made by Vice Chair Cummings, seconded by Committee Member Bardos to approve the Smoke Testing, which funding source is from the Water and Sewer Fund in the amount of \$55,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Greene provided the program modification for Curb Cut Replacement Throughout Town, which funding source will be from the Stormwater Fund in the amount of \$25,000 and gave a summary of the item.

A motion was made by Committee Member Gonzalez, seconded by Committee Member Bardos to approve Curb Cut Replacement Throughout Town, which funding source will be from the Stormwater Fund in the amount of \$25,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Greene provided the program modification for Police Body Worn Camera System for sworn officers. The funds will be coming from the General Fund in the amount of \$5,900 for police officers and \$3,453 from Parking Fund for parking enforcement officers and executive staff.

Police Chief Yero stated that this is a valuable thing for the officers and parking enforcement officers to have.

A motion was made by Committee Member Gonzalez, seconded by Committee Member Bardos to approve the Police Body Worn Camera System for sworn officers, which funds will be coming from the General Fund in the amount of \$5,900 for police officers and \$3,453 from Parking Fund for parking enforcement officers and executive staff. The motion carried with a 4-0 vote with Committee Member Craven absent

Assistant Town Manager Greene provided the program modification for Speed Measuring Radar Devices, which funds will be coming from the General Fund in the amount of \$7,520 and gave a summary of the item.

Police Captain Healey spoke regarding the traffic detail enforcement and that there has been a significant increase in enforcement and is a good deterrent.

A motion was made by Committee Member Gonzalez, seconded by Committee Member Bardos to approve the Speed Measuring Radar Devices, which funds will be coming from the General Fund in the amount of \$7,520. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for the Work Utility vehicle 4 x 4 replacement for Code Enforcement, which funding will be coming from the Fleet Source Management Fund in the amount of \$16,000 and gave a summary of the item.

Committee Member Gonzalez asked which departments have them.

Assistant Town Manager Greene answered the question and stated that they do have code issues on the beach.

Committee Member Gonzalez asked if it is an electric vehicle.

Police Captain Healey stated that they have not been able to locate an electric 4 x 4 vehicle.

Assistant Town Manager Greene stated that once they find an electric 4 x 4 vehicle they will look at obtaining it.



A motion was made by Committee Member Gonzalez, seconded by Committee Member Bardos to approve the Work Utility vehicle 4 x 4 replacement for Code Enforcement, which funding will be coming from the Fleet Source Management Fund in the amount of \$16,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for Four (4) Police Vehicles, which funding will come from the Fleet Source Management Fund in the amount of \$200,320. He stated that the current police vehicles they are replacing have exceeded the 9 years and exceed the 100,000 miles.

Police Captain Healey stated that the better ones will be delegated to be used as pool vehicles.

Vice Chair Cummings asked if the insurance rate is different from the rate for a regular individual's vehicle.

Assistant Town Manager Greene stated that it is different and it is placed in a pool and he will find out.

Chair Goldberg asked when they replace these vehicles how many backups they would have and could they trade them in or scrap them.

Police Chief Yero stated that they try to keep three (3) backup vehicles and they have the backups for accidents or vehicle breakdowns.

Assistant Town Manager Greene stated that the fleet is not increasing, they buy 4 and they sell 4.

A motion was made by Committee Member Gonzalez, seconded by Committee Member Bardos to approve the purchase of Four (4) Police Vehicles, which funding will come from the Fleet Source Management Fund in the amount of \$200,320. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for the Preservation and Archival Digitization of Ordinances, which will be coming from the General Fund in the amount of \$68,000. He stated that this is very important to have done and it is a multi-year operation to do the process for Ordinances 1-175, which cover the years of 1935 – 1970s. This is a sole source and only vendor that can do it.

Town Clerk McCready gave a presentation and explained that these are permanent records and need to be preserved before they lose them. It takes the moisture out of them and preserves them for 300 years. They preserve and digitalize them as well. She provided a presentation of the company.

Chair Goldberg asked the time frame it would take for them to complete this.

Town Clerk McCready stated that she will find out.

A motion was made by Committee Member Bardos, seconded by Vice Chair Cummings to approve the Preservation and Archival Digitization of Ordinances, which will be coming from the General Fund in the amount of \$68,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for the Downtown Walkability and Design Study, which funding will be coming from the Municipal Transportation Fund in the amount of \$50,000. The monies in that fund must be used specifically for transportation. He stated that it went through the Tourist Board and Downtown Vision Advisory Committee (DVAC) and gave a summary of the item.

The following individuals from the public spoke:

Marianne Meisheid spoke regarding the item and that it was approved by DVAC and Commission and this study has never been done and they need to do something to preserve downtown.

George Kousoulas provided a sketch on how to widening the sidewalk and showed them what is and is not possible and what they can get.

Jeff Rose stated that DVAC, Tourist Board and Police also support this as well as the Commission.

Joshua Epstein agrees with this and why you would get rid of parking.

Chair Goldberg stated that they would lose parking.

Assistant Town Manager Greene stated that they already had a meeting with the Florida Department of Transportation (FDOT) and they have a project of repaving all of Harding Avenue within the next 2 years and they honestly do not care about eliminating parking spaces. He also stated that this would go through their transportation planning. He stated that there is money appropriated to be used for this project.

Commissioner Salzhauer stated that her concern is safety and those vehicles parked act as a barrier from running anyone over and believes they should have bollards. She also stated that expanding the sidewalks will give more space to add more tables.

Mr. Kousoulas stated that Harding Avenue is a raceway and whatever you put there it would have to built to a certain impact resistance. He spoke regarding the widening of the sidewalk and the café tables on the sidewalk.

Committee Member Gonzalez asked who will be doing the study.

Assistant Town Manager Greene stated it would be Marlin Engineering.

A motion was made by Committee Member Bardos, seconded by Vice Chair Cummings to approve the Downtown Walkability and Design Study, which funding will be coming from the Municipal Transportation Fund in the amount of \$50,000. The motion carried with a 3-1 vote with Committee Member Gonzalez voting in opposition and Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for the Grant Writing and Support Services, which will be coming from the General Fund in an amount of \$18,000 to contract someone to work on research, review and write grant applications as well as RFPs and RFQs. He summarized the item.

Discussion took place among the Committee on the cost and the need for the position and that the individual will also do research.

A motion was made by Vice Chair Cummings, seconded by Committee Member Bardos to approve the Grant Writing and Support Services, which will be coming from the General Fund in an amount of \$18,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

Assistant Town Manager Green provided the program modification for Town Hall Security Camera Upgrades, which funds will come from the General Fund in the amount of \$30,000. This camera system is for town hall and most of the cost is for the server needed.

A motion was made by Committee Member Bardos, seconded by Vice Chair Cummings to approve the Town Hall Security Camera Upgrades, which funds will come from the General Fund in the amount of \$30,000. The motion carried with a 4-0 vote with Committee Member Craven absent.

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

Joshua Epstein spoke regarding the part timers in Town and raising their wages.

Vice Chair Cummings asked if there is a State mandate that the Town has to raise the minimum wage. He asked if anyone in the Town is making below the minimum wage.

Assistant Town Manager Greene stated that everyone is paid the state minimum wage.

Vice Chair Cummings stated that everyone should pay the minimum wage to the employees.

Committee Member Gonzalez stated that she cannot make the meetings at 5:00 p.m. anymore.

Assistant Town Manager Greene stated the reason for the 5:00 p.m. meetings and that is in order for staff to be able to attend. He mentioned that if it is much later you run the risk that the staff is unable to attend if needed.

Chair Goldberg stated that she is aware they voted on the timeframe and what she is observing is that people are having a hard time attending because they all work. She stated that the 5:00 p.m. meeting is a struggle and proposed to move the meetings to 6:00 p.m.

Vice Chair Cummings stated it is a problem for everyone and they should find a balance.


A motion was made by Committee Member Gonzalez to move the meetings to 5:30 p.m., seconded by Vice Chair Cummings. The motion carried with a 4-0 vote with Committee Member Craven absent.

Discussion took place regarding what will be on the July agenda, what the Committee will be reviewing and discussing as well as the future meetings until September.

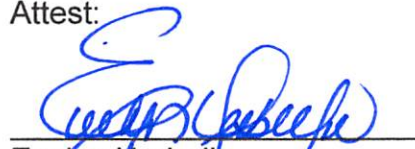
## 6. Adjournment

A motion was made by Committee member Bardos to adjourn the meeting without objection at 6:44 p.m. The motion received a second from Vice Chair Cummings. The motion carried with a 4-0 vote with Committee Member Craven absent.

Accepted this 18 day of August, 2021.

  
Sheryl Goldberg, Chair  
Budget Advisory Committee

Attest:

  
Evelyn Herbello  
Deputy Town Clerk



**Town of Surfside**

**PARKS & RECREATION COMMITTEE  
MEETING**

**MINUTES**

**June 21, 2021 at 7:00 p.m.**  
Surfside Community Center  
9301 Collins Avenue, Surfside, FL 33154

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

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

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

Absent: Committee Member Janice Tatum

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

**2. Agenda and Order of Business**

**3. Approval of Minutes:**

- May 25, 2021 Special Parks and Recreation Committee Meeting

A motion was made by Committee Member MacBride to approve the May 25, 2021 Parks and Recreation Committee Meeting Minutes, seconded by Vice Chair Travis. The motion carried with a 4-0 vote with Committee Member Tatum absent.

#### **4. \$1,000 Scholarship for Camps and Programs**

Parks and Recreation Director Milian introduced the item and thanked Committee Member Olchyk for her \$1,000 scholarship donation that was donated to the Parks and Recreation Department for camps and programs. He advised the Committee members if anyone is in need to please come talk to him.

Vice Chair Travis asked if there was any process in place.

Parks and Recreation Director Milian stated there is no process just to come speak to him.

Committee members thanked Committee member Olchyk for her donation.

Vice Chair Travis stated that maybe individuals do not initiate going into a program because they can't afford it but knowing there is a scholarship available they will consider applying for the program.

Committee member Olchyk asked to also extend the scholarship to Town employees.

#### **5. 96<sup>th</sup> Street Park Update.**

Parks and Recreation Director Milian introduced the item and stated that they will be meeting every two weeks and are busy getting their consultants ready. They have a zoom meeting on Wednesday and working with legal on an RFP for the construction of the park.

Vice Chair Travis asked if there is one construction company that will be doing the project. She asked when they would pick the construction company. She asked if the kayak launch will be part of the project and will the same construction company be doing the launch.

Committee member MacBride asked regarding the feedback from the community.

Parks and Recreation Director Milian stated that there was a very good feedback from the community. He explained the process of the RFP and the time it takes to put one together and the deadlines. He stated that the same company will be handling the kayak launch.

Commissioner Velasquez stated that it also entails putting the funding away and having all the money put away now in order to have it ready for the project.

Discussion took place regarding the ability to have hurricane season and summer camp over before the project starts as well as having a minority clause in the RFP.

## **6. Summer Programming Update (Summer Camp)**

Parks and Recreation Director Milian introduced the item and provided an update of the summer camp program. He spoke regarding the difficulty finding staff and they have been very fortunate to have staff available. He stated they worked with a company which they paired with and the two-week session has been popular. They started with 60 and 10 on a waiting list and they are running with 95% residents.

Chair Logan stated that she has heard that the people like the two-week sessions at a time.

Parks and Recreation Director Milian spoke regarding the staggering sessions and it has been fantastic. He stated that they have plenty of natural resources and he has been offered the Miami Shores Center as well.

Committee member MacBride asked if there are any inhouse field trips lined up.

Parks and Recreation Director Milian stated they do have some things set up.

Chair Logan asked about maybe the children meeting the police officers as well.

Parks and Recreation Director Milian stated that they started the junior lifeguard program and Commissioner Velasquez' son is part of the program. He stated that it was popular and they are doing another session.

Vice Chair Travis stated that it is nice to fill that age group of the tweens.

Parks and Recreation Director Milian will check what program the Police Department has for Police Explorers which is where he got the idea for the junior lifeguard program.

## **7. 4<sup>th</sup> of July**

Parks and Recreation Director Milian introduced the item and stated that they are summarizing the permits and setting up the perimeters. They have about 11 turtle nests and everything is looking good. They are going to run events at the Community Center and will put out an itinerary soon. He stated that they will run their events.

## **8. Street End Parks – Vice Chair Nicole Travis**

Vice Chair Travis spoke regarding street end parks and stated that Chair Logan suggested to have some foundation questions. She was thinking on how to use street ends in a more efficient manner.

Vice Chair Travis read the email from Town Attorney Recio regarding the questions that were submitted regarding street end parks along with the responses from the Town Attorney.

Parks and Recreation Director Milian addressed the question mentioned regarding pocket and passive parks and they have limitations on what you can place there and are limited on the space. He stated that they will need an interpretation as to what community facility use actually means.

Vice Chair Travis spoke regarding the different colors on the zoning map and what is their zoning and are they more or less restrictive.

Town Manager Hyatt stated that they are more restricted but he will get more detail on that.

Parks and Recreation Director Milian stated that the plat of altos del mar no. 5 is the zoning of the area.

Vice Chair Travis stated that basically the Town controls all the way to the water.

Parks and Recreation Director Milian stated that there is a lot interpretation to be addressed on that.

Chair Logan asked if Commissioner Velasquez would benefit if the Town Planner or Town Attorney would come to the next meeting.

Commissioner Velasquez advised the Committee that Town Attorney Recio, Town Attorney Arango and Town Planner Keller will be at the Zoning Code Workshop tomorrow night and that would be a good time to ask them these questions. She stated that these workshops are good to attend because it could affect your homes.

Committee member Olchyk asked what is the purpose for these street end parks.

Vice Chair Travis stated that she has heard different things from residents on them and how residents and public could use those street ends. She stated that residents are interested in having access to the water and how the Town could use that space.

Committee member MacBride asked Vice Chair Travis what ideas she has that she would like to see for the use of those street end parks.

Committee Velasquez stated that there are signs now that showed up after the pandemic and she has asked as to why those signs are there.

Vice Chair Travis stated that there are different activities like pop up events and once you know what you are allowed to do then you will have different options.



Committee member MacBride spoke regarding the street ends and how some individuals that live across from them are causing some commotion.

Further discussion took place regarding what type of activities could be done at the street ends and to have the Town Attorney and Town Planner at the next meeting to discuss the allowable uses of the street ends.

Vice Chair Travis spoke regarding having ideas that can move forward and possibly doing special events on the different street ends like paddeltopia.

Chair Logan commented that those that are launching they have been doing so for a long time. She also stated that what they are somewhat trying to do is to make sure that a resident does not say "you can't be at that street end".

Vice Chair Travis asked if this is something that the Parks and Recreation Department would be interested in.

Parks and Recreation Director Milian stated that there really is not a lot of space in the street ends. He stated if they knew exactly, then they might be able to do minor things in controlled numbers. He stated possibly having something with no footprint.

Commissioner Velasquez stated that it is similar to having someone serving food on the beach, which causes litter and the idea is to not pollute our waterways. These issues will become environmental problems. She stated that is why she pushes for the kayak launch to be at the 96<sup>th</sup> Street Park.

Vice Chair Travis stated that is why it is important to know what is allowed to be done, what projects are allowed and set a foundation. She also discussed some device to make getting in and out of the water while launching your kayak.

Commissioner Velasquez discussed the different zoning uses and having the Town Attorney at the next meeting to answer their questions.

Committee member Olchyk asked which street ends they are discussing. She asked if the description pertains to the same ones that are going to the intracoastal and ocean.

Parks and Recreation Director Milian stated that is a question to be answered by the Town Attorney.

#### **9. Public Comments - (2-minute time limit per speaker)**

There were no public comments.

**10. Next Meeting: July 19, 2021**

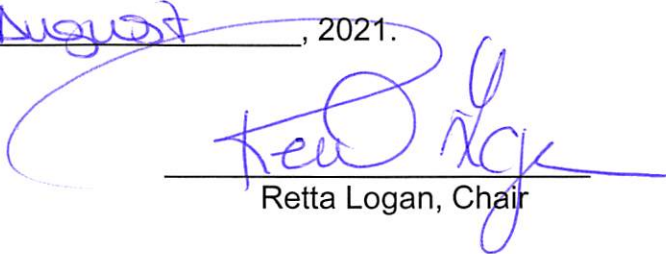
Consensus was reached by the Committee members to have the next meeting on July 19, 2021.

**11. Adjournment**

A motion was made by Committee Member Olchyk to adjourn the meeting without objection at 7:52 p.m. The motion received a second from Committee Member MacBride. The motion carried with a 4-0 vote with Committee Member Tatum absent.

Respectfully submitted:

Accepted this 23 day of August, 2021.

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

Attest:

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



**Town of Surfside  
SPECIAL PLANNING & ZONING BOARD  
MINUTES**

**AUGUST 5, 2021 – 6:00 p.m.**

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

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

Chair Frankel called the meeting to order at 6:00 p.m.

**Present:** Chair Judith Frankel, Board Member Fred Landsman, and Board Member Bravo.

**Absent:** Board Member James Mackenzie, Alternate Board Member Horace Henderson and Mayor Charles W. Burkett.

**Also, Present:** Town Planner Walter Keller, Town Attorney Tony Recio, and Building Official Jim McGuiness.

**2. Town Commission Liaison Report – Mayor Charles Burkett**

There was no Commission Liaison Report.

Chair Frankel provided her support to the victims and those lost in the collapse.

**3. Approval of Minutes – May 27, 2021**

A motion was made by Board Member Landsman to approve the May 27, 2021, Planning and Zoning Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

**4. Appointment of a Vice Chair**

A motion was made by Board Member Bravo to appoint Board Member Landsman as Vice Chair of the Planning and Zoning Board. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

**5. Applications:**

Town Attorney Recio read the quasi-judicial statement into the record.

Town Attorney Recio polled the Planning and Zoning Board members.

No Board Members had any communications with any of the applicants.

Deputy Town Clerk Herbello confirmed advertising requirements.

Deputy Town Clerk Herbello swore in all speakers and applicants.

**A. 500 93<sup>rd</sup> Street – New Two-Story Single-Family Home**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request to construct a new 2-story single family residence on a vacant lot. The parcel is located in the H30B Zoning District at 500 93rd Street. The average lot depth is 112.5 feet with a width of 55.12 feet. The Applicant indicates the lot size is 6,062 square feet (SF). The proposed air-conditioned floor space totals 3,830 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot 6-inch side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback. Total lot pervious area is proposed to be 40% where 35% is required. The front yard setback pervious area is proposed at 55% where 50% is required. The rear yard setback pervious area is 70% where 40% is required. The second floor under ac is proposed at 1,702 SF which is 28% where 32% is the maximum. A pitched roof is proposed at the 30 feet height requirement. Table 1 on page 2 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include garage doors and windows black with mullion and exterior accent wall. The front elevation includes concrete driveway with grass and stairway lighting maximum 3,000 Kelvin color. A dove grey metal roof is proposed with Sherwin Williams Genesis White over smooth stucco with exterior accent.

Detailed drawings were provided by the Applicant with limited information on the pool and pool deck. The pool deck which is not defined will reduce the Applicant's rear pervious/landscape area and the total pervious area of the site.

**Applicant Package:** A package of 8 drawings and an application was submitted by the Applicant with a recent survey dated 1/29/2021.

**Staff Recommendation:** It is recommended the Application be approved subject to the following comments:

The pool deck should be defined so the square footage can be removed from the rear yard setback area pervious/landscape area and the total lot pervious/landscape area.

Provide a height dimension for the trellis. Maximum trellis height is limited to 12 feet.

Street trees area are required along the public street frontage of the property. At least 2 trees are required on Byron Avenue and four on 93RD Street. It is suggested the tress be planted along the property lines.

Corner lots require additional shrubs. A minimum of 35 shrubs should be provided.

Chair Frankel asked if the only change was landscaping.

Town Planner Keller confirmed that it was landscaping changes that were made.

Jeff Rose, representing the applicant, provided a summary of the project.

Chair Frankel asked if this lot previously came before the Board.

Mr. Rose stated yes it was several years ago and it was a different owner.

Board Member Bravo asked regarding the difference in the plans and the changes.

Town Planner Keller clarified the changes that were made.

Board Member Bravo spoke regarding the setbacks.

Town Planner Keller addressed the comments made by Board Member Bravo reference the setbacks.

Board Member Bravo asked if there is any fencing being considered for this house.

Mr. Rose stated that they are using bushes and that fences are not being brought before the Board.

Vice Chair Landsman asked regarding the rendering and if he is confident that the owner will not come back requesting a fence.

Mr. Rose stated that this will be additional landscaping and they will try to keep the landscaping currently there.

Board Member Bravo asked what material is being used for the exterior wall.

Mr. Rose stated that it will be exterior stone being used.

Chair Frankel asked regarding the material and the color being used.

Mr. Rose stated it is a light stone-gray color.

Board Member Bravo thanked Mr. Rose for presenting photos of the houses next door.

Chair Frankel stated that the second-floor setbacks and roof line setbacks does decrease the overall massing look.

Vice Chair Landsman spoke regarding encouraging more neighbor input and participation if they have any issues with an application. He stated that there are people in the Town that do not like two story homes and large homes, and he cannot imagine neighbors of this type of property do not voice an opinion.

Mr. Rose stated that what he heard from the neighbors was to please knock on their door before demolition, not start until 8:00 a.m. and contain the dust.

Chair Frankel stated that the immediate neighbors do get to see the proposed project and they can look online.

Further discussion took place among the Board Members regarding neighbor participation on projects that will be taking place close to them.

Board Member Bravo stated that their design is up to code.

Vice Chair Landsman stated that it is when they receive a letter from an applicant that they are hesitant to build because they do not want to upset their neighbor.

Chair Frankel encouraged more people to attend the meetings. She stated that this application does meet code and landscaping requirements as well as design.

Juan David recommended that when they send the notices they can put something asking them to submit their comments.

Further discussion took place regarding the Board Members and Town Attorney on language or recommendation to the Commission to add additional language to the letters going to the public and to add to the zoning code for abutting properties.

A motion was made by Board Member Bravo to approve the application, seconded by Vice Chair Landsman. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

Discussion continued regarding how to get the word out to the neighbors and make sure that the neighbors are aware of the projects being built around their home.

Board Member Bravo asked Town Attorney Recio what happens if the neighbors do not want that house, but the house meets code.

Town Attorney Recio stated that they must look at what is the basis of their objection and go based on the design guidelines and be careful not to make it a popularity contest.

### **B. 9234 Bay Drive – New Two-Story Single-Family Home**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request to construct a new 2-story single family residence. The parcel is located in the H30A Zoning District at 9234 Bay Drive. The average lot depth is 241 feet with a width of 50 feet. The Applicant indicates the lot size is 12,098 square feet (SF). The proposed air-conditioned floor space and garage totals 3,483 SF. An existing one-story single-family residence will be demolished in order to construct the new dwelling. An overhead view of the lot from the Miami Dade County Property Appraiser is provided in Figure 1 on the following page.

The setback requirements for the H30A Zoning District are 20-foot front, 5-foot side and 50 feet rear (per Zoning in Progress). The Applicant is proposing to comply with first floor setbacks except for the front yard where 37.9 feet is proposed where 20 Feet is required. The Applicant's proposal regarding average setbacks is reasonable. Total lot pervious area is proposed to be 41.7% where 35% is required. The front yard setback pervious area is proposed at 58.4% where 50% is required. The rear yard setback pervious area is proposed at 70.15%. The second floor under ac and covered porches is proposed at 3,064 SF which is 25.3% where 32% is the maximum. Another measure of the second-floor size is it cannot be larger than 80% of the first floor. Again, the second-floor ac area is 3,064 SF which is 79.9%. Lots greater than 112.5 feet are also required to have the front and rear yards combined equal 36% or more. The 37.9-foot front yard and 50-foot rear yard when added together and divided by the 242-foot lot depth is 36.3%. A sloped roof is proposed which is equal to the 30 feet height requirement. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include significant breaks in the side walls, provision of balconies, terraces, door, iron railings, decorative wall openings, traditional mission barrel "C" tile roof saracenic arches and a large number of windows. Air conditioners are located behind a parapet wall on the roof which is consistent with the height requirements.

This review may be supplemented prior to the Planning and Zoning Board meeting.

**Applicant Package:** A package of drawings and an application was submitted by the Applicant. A recent survey was also submitted.

**Staff Recommendation:** It is recommended the Application be approved as presented.

Juan David, representing the applicant provided a review of the application.

Robert Brown, representing the applicant provided a summary of the project.

Todd Davis, representing the applicant provided a summary of the project. He stated the home is not built to its maximum size in order for it to fit in the neighborhood.

The following members of the public spoke on the item:  
George Kousoulas supports this application and project.  
Jeff Rose supports this application and project.

Vice Chair Landsman asked if the owner was here.

Mr. Rose stated that she is not present.

Vice Chair Landsman stated that there is no question this house is going to be gorgeous and thanked the owner for the Mediterranean feel. He stated that it would be great to spread the word that having a mixture and alternative would make the community beautiful.

Board Member Bravo asked regarding the walls.

Chair Frankel asked if those are coral rocks being added.

Mr. Brown addressed the comments made by the Board.

A motion was made by Board Member Bravo to approve the application, seconded by Vice Chair Landsman. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

### **C. 9441 Bay Drive – Addition**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** The Applicant is proposing a 529 square foot (SF) addition to the east (front) elevation. The existing driveway and walk will be replaced with a pervious paver product. The interior lot is zoned H30B totaling 5,600 square feet (SF) per the site plan.

Figure 1 on the following page illustrates the existing lot and improvements. A revised site plan was submitted reducing the proposed area of drivable pavers to be consistent with Zoning in Progress and the Town Zoning Code.

The proposed addition will include a master bedroom, porch area and new storage area increasing the existing floor area of 1,393 SF to 2,122 SF. The finished floor elevation (FFE) for the existing residence is 6.47 NGVD. The FFE for the new



bedroom will be 10.0 NGVD and the FFE for the storage area will be 4.80 NGVD. Windows in the new addition will be impact glass with bronze colored frames. Some existing windows adjacent to the addition will be upgraded to impact glass with white frames, the proposed addition will be 11'-2" in height and include a flat roof. The setbacks for the proposed addition are 20' front with 5' side yards. Lot coverage is proposed at 38% where 40% is allowed.

Calculation for total pervious area is proposed at 32% where 35% is required. The front yard pervious area is proposed at 66% where 50% is required. Table 1 on page 3 provides information on site characteristics and zoning requirements.

**Applicant Package:** A package of the survey, site plan and proposed elevations was submitted by the Applicant.

**Staff Recommendation:** The proposed improvements are consistent with the Town's Land Development Regulations and can be approved subject to the following conditions:

- Provide two on-site 9' x 18' parking spaces
- Verify total lot pervious/landscape area is 35%
- Removal of any existing trees in the vicinity of the proposed addition shall be consistent with tree permitting requirements.

Chair Frankel spoke regarding the rendering and that it looked like pavers.

Town Planner Keller stated that the rendering is not correct it is the way it was previously, and it was changed, and the applicant changed it to add landscaping and grass.

Vice Chair Landsman thanked Town Planner Keller for advising the applicant to do something different for the community and that is what applications have been missing in the past.

German Brun, architect representing the applicant spoke and provided an overview of the project.

Chair Frankel asked if it is multiple shades of wood. She spoke regarding the aesthetics of the project. She spoke regarding what the view would be from the side of house.

Board Member Bravo asked if part of the calculation they considered the artificial turf.

Mr. Brun addressed Board Member Bravo's question.

Board Member Bravo asked regarding the storage area of the house.

Mr. Brun stated that it is for bicycles and kayaks and it has accordion doors and understands the concern of the Board to have matching the existing style.

Board Member Bravo spoke regarding the front of the house and the back of the house and asked how they match the front façade to the neighborhood.

Town Attorney Recio read an excerpt of the design guidelines in the code as to the consistency issue of the buildings and their components.

Chair Frankel stated that the design is nice and interesting look and creative. She stated that her only hesitation is the mismatch.

Vice Chair Landsman stated that from the rendering you will see the new façade design from the front of the house.

Mr. Brun stated that the clients considered if they should make the addition or tear down and rebuild. He stated that they suggested adding on to the existing and remaining a one-story home.

Chair Frankel stated it is a good point because that is what they are trying to keep with the design characteristics.

Vice Chair Landsman spoke regarding the design and the characteristics and keeping the characteristics of the neighborhood.

The following members from the public spoke:  
George Kousoulas spoke in support of this application.

Building Official McGuinness spoke regarding the elevation of the home and stated that the home is below the flood plain and stated to the applicant to make sure that they do not go over 50% of the evaluation of the home when doing this improvement.

Chair Frankel asked Building Official McGuinness to provide a form for the applicants to be aware of the requirements.

Town Planner Keller stated that he reviews the applications to make sure they meet requirements.

Vice Chair Landsman thanked Town Planner Keller and Building Official McGuinness for making sure they review the applications before it goes before them.

Sofia Recca, neighbor, spoke regarding the project and stated that it is beautiful.

Board Member Bravo stated that it is a beautiful home but is it for Surfside.

Vice Chair Landsman stated that this is not a popularity contest and believes it is good to see this in Surfside.

Chair Frankel stated that the applications are different and likes the idea and is happy it is lower.

A motion was made by Vice Chair Landsman to approve the application, seconded by Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

#### **D. 8927 Garland Avenue – Master Bedroom and Bathroom Modification**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** The Applicant is proposing a 299 square foot (SF) addition to the east (rear) elevation. The existing driveway and walk will be replaced with a concrete paver product. The interior lot is zoned H30B totaling 5,625 square feet (SF) per the site plan. Figure 1 on the following page illustrates the existing lot and improvements.

The proposed addition will include a master bedroom and a new wood deck. The finished floor elevation (FFE) for the existing residence is 8.01 NGVD. The FFE for the new master bedroom will match the existing FFE. Windows and outside doors will be upgraded to impact glass. A new raised Terracotta color ceramic roof tile matching the existing roof is proposed for the addition. The setbacks for the proposed addition are 20' 6" rear with 5' side yards. Lot coverage is proposed at 38% where 40% is allowed.

Calculation for total pervious area is proposed at 39.3% where 35% is required. The front yard pervious area is proposed at 66% where 50% is required. Table 1 on page 3 provides information on site characteristics and zoning requirements.

**Applicant Package:** A package of the survey, site plan and proposed elevations was submitted by the Applicant.

**Staff Recommendation:** The proposed improvements are consistent with the Town's Land Development Regulations and can be approved subject to the following conditions:

- Provide two on-site 9' x 18' parking spaces
- Verify total lot pervious/landscape area is 35% or more
- Verify front yard setback are pervious/landscape area is 50% or more
- Removal of any existing trees in the vicinity of the proposed addition shall be consistent with tree permitting requirements.

Vice Chair Landsman wanted to clarify that the addition is at the rear of the home.

Town Planner Keller stated that since it is an expansion to the property it has to come before the Board.

Deborah Acosta, applicant spoke regarding the project.

Discussion took place among the Board Members and applicant regarding the color of the home of the façade, materials used, and landscaping and the air conditioning unit will be in the same place and elevated.

Chair Frankel asked regarding the elevation of the garage.

Ms. Acosta addressed the comment made by Chair Frankel regarding the elevation and that the entrance and the garage are all at the same level.

Chair Frankel stated that the Building Official will have to look at that and see if it meets the code.

Building Official McGuinness advised the applicant not to exceed 50% of the value of the home with the addition and spoke regarding the elevation.

Chair Frankel stated that the equipment must meet the setback requirements. She stated that they will need to change the driveway to accommodate the required two parking spaces and will need to widen the driveway.

Building Official McGuinness spoke regarding the wood deck and stated that it must be included in the 50% calculation if it will be attached.

Board Member Bravo spoke regarding the location of the equipment and if it is according to code.

Town Planner Keller stated that they can place the equipment where they have it on the design.

A motion was made by Board Member Bravo to approve the application with recommendations made by Building Official, seconded by Vice Chair Landsman. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

#### **E. 9433 Harding Avenue – Window and Door Signs**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request to place windows and door signs. The parcel is located in the SD-B40 Zoning District. A copy of the Applicant's door and window signs is attached.

**Governing Codes:** The March Zoning in Progress requirements for window and door signs are detailed in the following Zoning Code section:

**Current Municode: 90-73. a (3)c** – The Code limits the window and door signs to not exceed 20% of the window or door area. Lettering is limited to 8 inches in height. Allowable material includes painted gold leaf, silver leaf, silk-screened, cut or polished metal, cut or frosted vinyl and etched glass. The proposed window and door signs are consistent with the Code.

**Staff Recommendation:** The Applicant's door sign is 19.6% of the door area. The Applicant's window signs (2) are each 15.4% of the window area. The proposed window and door signs are consistent with the Code. Recommend approval of the window and door signs as presented.

A motion was made by Vice Chair Landsman to approve the application, seconded by Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

#### **F. 9452 Harding Avenue – Outside Sign**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request to place a Window Sign and Vinyl Barber Color Decal Panels fully occupying the 3 smaller windows above the primary display window. The parcel is located in the SD-B40 Zoning District. In addition to this Memorandum, two window display photos were submitted by the Applicant (see attached).

**Governing Codes:** The Zoning in Progress requirements for a permanent wall sign and window/door signs are detailed in the following Zoning Code sections:

**Current Municode: 90-73. a (3)c** – The Code limits the window and door signs to not exceed 20% of the window or door area. Lettering is limited to 8 inches in height. Allowable material includes painted gold leaf, silver leaf, silk-screened, cut or polished metal, cut or frosted vinyl and etched glass. The proposed window sign may exceed the 20%- and 8-inch lettering sizes.

**Staff Recommendation:** Recommend approval of the window provided the area of the window sign is not greater than 20% of the window area and the letter sizes do not exceed 8 inches. The proposed vinyl decal coverings over the 3 windows are not approved.

Town Planner Keller stated that placing of the vinyl sheets on the windows is not in line with the way the commercial area should look like.

Edward Feliciano is the interpreter for the owner of the shop. He spoke regarding the request and application.

Chair Frankel asked if there is an awning.

Mr. Feliciano stated that there is no awning. He stated that she had cardboard covering those windows.

Vice Chair Landsman stated that they had to remove it due to it being a code violation.

Board Member Bravo asked what the reasoning for the vinyl decal coverings is.

Mr. Feliciano stated it is mostly for advertising.

Vice Chair Landsman asked if this should go before DVAC.

Marianne Meisheid, chairman of DVAC, stated that is a bit over the top for the downtown area and is surprised that DVAC was not involved before it came to Planning and Zoning.

Chair Frankel asked if for the future if they can flag it and have DVAC have input. She asked if there is a process for DVAC to review it before it goes before the Planning and Zoning Board.

Town Attorney Recio stated that the Town Planner could refer it to DVAC prior to going before the Planning and Zoning Board and there is a limit to the size of a sign and percentage on a window.

Town Planner Keller stated that what he is asking the Board is to approve the sign and this was a code enforcement violation.

Vice Chair Landsman asked the applicant if what is looking for is approval of the main sign application.

Chair Frankel stated that they can approve what they are comfortable with and they should go before DVAC at their next meeting.

A motion was made by Vice Chair Landsman to approve the lower signage vinyl letters on the bottom half of the window, the barber shop poles and not approve the top vinyl letters and go before DVAC for consideration of the top vinyl signs, seconded by Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

#### **G. 9573 Harding Avenue – Exterior Sign**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request to place a permanent wall sign. Signs are also proposed for the windows and door. The parcel is located in the SD-B40 Zoning District. In addition to this Memorandum, an Agenda Packet submitted by the Applicant is attached.

**Governing Codes:** The Zoning in Progress requirements for a permanent wall sign and window/door signs are detailed in the following Zoning Code sections:

**2008 Code: 90.71.1** – Also allows a wall sign of 1 square foot (SF) for each 1 foot of frontage. In the Business District for stores with less than 25 feet of frontage, a 25 SF sign is allowed. This store front has 14 feet of frontage.

**Current Municode: 90-73. a (3b (2))** – The Code has further restrictions including requiring a ¼ inch to 2-inch offset from the wall to allow rain water to drain and limits illumination to white LEDs.

**Current Municode: 90-73. a (3)c** – The Code limits the window and door signs to not exceed 20% of the window or door area. Lettering is limited to 8 inches in height. Allowable material includes painted gold leaf, silver leaf, silk-screened, cut or polished metal, cut or frosted vinyl and etched glass. The proposed window and door signs are consistent with the Code.

**Staff Recommendation:** Recommend approval of the window and door signs. The Applicant's proposed wall sign is 19.8 SF. The sign is back lit channel letters. It is recommended the permanent wall sign also be approved subject to the following condition. A night rendering of the sign is provided in the attached plan. Recommend approval as submitted.

Catherine Seminolf, applicant spoke regarding the application and she asked to keep the logo signs.

Town Planner Keller stated that he is fine with that and they meet code.

Vice Chair Landsman asked if this exists currently.

Ms. Seminolf stated that it does not exist, and it is blank now.

Vice Chair Landsman asked DVAC Chair Meischeid if she has an issue with the sign.

DVAC Meischeid stated she is fine with it.

Board Member Bravo asked regarding the condition of recommendation and if there is a night rendering.

Ms. Seminolf stated that the original signage was lit, and they were trying to keep the same sign but the first time the Board had concerns with the lighting and they had to take it all down.

Chair Frankel stated what the code requires, and the back lighting is a nicer look.

Town Planner Keller clarified what the issue originally was with the lighting of the sign.

Chair Frankel asked if they can approve the light and the original vinyl that was in the previous application.

Town Attorney Recio stated that they can and make it a condition.

A motion was made by Board Member Bravo to approve the application as proposed as well as the existing vinyl letters on the window as long as it meets code, seconded by Vice Chair Landsman. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

Chair Frankel commented on having DVAC more involved with applications that are in the downtown district.

Vice Chair Landsman also agrees with DVAC having more input with those types of applications.

#### **H. 9501 Collins Avenue, Unit 7 – Remodeling**

Town Planner Keller introduced the item and provided staff recommendations.

**Background:** This application is a request for a Site Plan Amendment to the approved development plans of the property commonly known as Oceans 7 for TH-7. Oceans 7 is a condominium development with 7 townhouses. The project fronts on 95th Street between Collins Avenue and the Beach. The development is located in the H120 Zoning District.

Each townhouse is multi-story with its own basement garage, with four levels. Level 2 is the living room and kitchen. Level 3 is the master bedroom. Level 4 is a rooftop level which is partially enclosed and open with a pool and open covered terrace. The Applicant is the owner of TH-7 which is the only beach side townhouse. The other townhouses front on 95th Street. The Applicant is requesting approval to enclose the open northerly portion of the roof top terrace and create a sunroom. The existing pool would be removed. The condominium association's attorney has approved the design concept which provides an enclosed sunroom.

The top of the proposed roof slab is at 57.9 Feet NGVD. The new skylight is above the roof slab. Height and the 3:1 setback are not impacted by the improvement of



the north portion of the terrace. Three figures from the MDCPA provide additional detail on the rooftop terrace.

This review may be supplemented prior to the Planning and Zoning Board meeting.

**Staff Recommendation:** Recommend approval subject to updated approval letter from the condominium association.

Chair Frankel asked why it is unique.

Town Planner Keller stated it is because it is the first time he is having to deal with a townhouse and does not see problems with the proposed application.

Vice Chair Landsman asked if there is a letter from the association.

Town Planner Keller stated that he believes there is a letter from the association approving this.

Sophia Recca, applicant spoke regarding her application and stated that the pool continues to leak and if they do not enclose the pool they will have to remove the pool and they do not really use the pool. That is why they feel removing the pool will remove the problems.

Chair Frankel asked if the condominium association agrees.

Ms. Recca stated that they agree.

Vice Chair Landsman asked if they are on the water and if it will obstruct anyone else's view of the water.

Town Planner Keller stated that it fronts on the street as well and is not blocking the view for anyone.

Building Official McGuinness spoke regarding the improper reference of the old building code and for them to please refer to the current building code and will ask their structural engineer to make sure that the roof load will be supported.

The following members of the public spoke:  
George Kousoulas

A motion was made by Board Member Bravo to do a recommendation for approval of the site plan amendment, seconded by Vice Chair Landsman. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

Chair Frankel would like to recommend to the Town Commission to add staff content information to the noticing ordinance as well as meeting attendance is encouraged but if you are unable to attend the meeting we can accept letters and emails.

Town Attorney Recio discussed the language for the noticing ordinance.

Chair Frankel asked if they want to increase the radius.

Vice Chair Landsman asked if they could add an encouragement for public participation.

Chair Frankel stated that the property owner does have to post a sign on the property.

Further discussion took place among the Board members regarding noticing, posting notice and what would be the best way to capture more property owners.

Town Planner Keller suggested going to a 300-foot radius and explained how the measurement takes place.

Chair Frankel asked how it works for a multi-family building.

Town Planner Keller stated that those projects do notify more people and it is consistent with the code.

Mr. Kousoulas suggested that with a house they should notify every confronting and abutting house.

Town Attorney Recio stated that if they do a linear foot, how do you measure that and who measures that. In other municipalities they use consultants and it becomes a larger cost to prove that the 300 feet are 300 feet. He spoke regarding how the code is currently written and they can keep that single-family clause.

Mr. Rose agrees with Mr. Kousoulas and would prefer 2 to 3 houses around the applicant home. He stated that it is a burden to the homeowner.

Town Attorney Recio stated that they could define what abutting is.

Chair Frankel stated that at minimum they should include the diagonals and include that current language.

Town Attorney Recio asked if they want to make it a formal recommendation.

A motion was made by Vice Chair Landsman to recommend to the Commission to look at language regarding noticing and more participation from neighbors,

specifically the Board recommended that the required mailed notice be expanded to include the neighbors that are diagonal to the subject property on all four diagonals. Further, the Board recommended that the text of the notice include a statement that urged public participation either in person or through written comments submitted to the Town Clerk in advance to the hearing, seconded by Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

## **6. Draft Proposed Zoning Code**

Town Attorney Recio gave an update and stated that they are working on holding the last zoning code workshop in September and advised the request and recommendation by the Commission. He stated it would then come to this Board after first reading. He stated that the Board could hold their own meeting.

Chair Frankel stated that it would be good to hold a separate meeting after the workshop to discuss just the zoning code.

The following members from the public spoke:

Jeff Rose spoke regarding the changes and how to resolve the issue with being able to build a raised home.

George Kousoulas spoke regarding elevated house.

Town Attorney Recio spoke regarding the requirement of what a story is when it pertains to building a home. He read the definition of a basement.

Chair Frankel spoke regarding Ms. Lecour's house and it is the way it is raised and if they would be allowed to go a couple of feet up and have some flow of air, it changes the massing of the house.

Discussion took place regarding building raised homes and the benefits to building raised homes.

Town Attorney Recio stated that there is a charter provision and it would have to go on a ballot if they want to change how it is being measured.

Chair Frankel spoke regarding FEMA's requirement and the authority they have.

Further discussion took place regarding FEMA requirements, language necessary, changes to the zoning code and what is allowed and what has to be redefined when they discuss the zoning code rewrite.

Chair Frankel suggested for the Planning and Zoning Board to hold their own workshop and invite the Commission but not have them take control of the workshop.

Vice Chair Landsman asked if there is much of a backlog.

Town Planner Keller stated that there is not much of a backlog.

**7. Next Meeting Date: August 26, 2021**

Consensus was reached to hold the next meeting on August 26, 2021.

**8. Discussion Items:**

**A. Gates and Fences**

Chair Frankel commented on the rules in the code and consider stating if they in fact have the 4-foot requirement and if it has to come before Planning and Zoning. She also suggested changing it to 3 ½ feet.

Vice Chair Landsman asked if code allows fencing and if there is something in the code for special fencing.

Town Attorney Recio clarified what the code states for gates and fences and what is allowed.

Chair Frankel stated that this is a decorative fence.

Vice Chair Landsman spoke regarding the difference between corner lots and interior lots so if they change the code and they follow the guidelines they will be seeing more fences and gates.

Chair Frankel commented on either saying they will allow 4-foot fences or take the other half and state that all fences must go before the Planning and Zoning Board.

Vice Chair Landsman stated he wants to be out of the fence business of approving fences and gates and leave it up to code and not have to go to Planning and Zoning and there is so much inconsistency.

Further discussion took place among the Board members regarding getting out of the business of having to approve fences or gates as well as redefining the language in the code.

Chair Frankel asked if there has been any feedback from the public on the proposed language and would like more public feedback.

After a lengthy discussion the Board requested from the Town Planner language with parameters that will be allowed by code.

**B. Future Agenda Items**


- Revisit fences at the next meeting
- Choices and options to be placed on the referendum as to measuring definition.

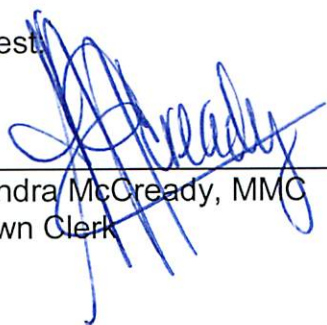
**9. Adjournment**

A motion was made Vice Chair Landsman to adjourn the meeting without objection at 9:35 p.m. The motion received a second from Board Member Bravo. The motion carried with a 3-0 vote with Board Member Mackenzie absent.

Respectfully submitted,

Accepted this 26 day of August, 2021.

  
\_\_\_\_\_  
Judith Frankel, Chair

Attest  
  
\_\_\_\_\_  
Sandra McCready, MMC  
Town Clerk



# MEMORANDUM

ITEM NO. **3E**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** September 14, 2021  
**Subject:** American Rescue Plan Act Coronavirus Fiscal Recovery Fund Agreement

The American Rescue Plan Act of 2021 (ARPA), also called the COVID-19 Stimulus Package or American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed by the 117<sup>th</sup> United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing recession.

The Town of Surfside will be receiving \$2,830,324 payable in two 50% tranches one year apart. As the Town is a non-entitlement unit of local government, the Town's funds were distributed to the State which in turn is distributing our share directly to the Town. The Town's Finance Department is in discussions with the Town's external auditor on potential uses related to water, sewer, and stormwater. The current guidance for use of the funds is from the Interim Final Rule adopted by the United States Treasury Department on May 10, 2021. All governments are awaiting the final guidance.

Below is a short summary of information known so far:

- Payments to local governments will be made in two tranches
  - 1<sup>st</sup> half - 60 days after enactment to the State then the State has 30 days to send to the Town, but have sought an extension
  - 2<sup>nd</sup> half one year later
  - Funding available through and must be incurred by end of calendar year 2024
  
- Eligible uses based on the Interim Rule 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, stormwater, 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.

Town Administration's current action plan on usage of funds for the current fiscal year and through the Fiscal Year 2022 budget process includes:

- Biscaya Water Line replacement (Construction)
- Cellular Water Meters Phase I (Replacement of water meters – part of distribution system)
- Smoke Testing to Comply with Miami-Dade County Requirement (Sanitary system testing for illegal connections)
- Abbott Avenue Stormwater Study (Study/model options for design alternatives)
- Abbott Avenue Stormwater improvements design

Town Administration recommends approval of the attached resolution which authorizes the execution of the American Rescue Plan Act Coronavirus Fiscal Recovery Fund Agreement between the Town of Surfside and State of Florida, Division of Emergency Management.

Reviewed by: LA

Prepared by: JG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING AN ALLOCATION OF \$2,830,324 IN CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS FROM THE U.S. DEPARTMENT OF TREASURY UNDER THE AMERICAN RESCUE PLAN ACT; APPROVING AN AMERICAN RESCUE PLAN ACT CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT WITH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in order to facilitate the ongoing recovery from the COVID-19 pandemic, Congress adopted the American Rescue Plan Act of 2021 (the “ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments (the “Fiscal Recovery Funds”); and

**WHEREAS**, the ARPA allocated a portion of the Fiscal Recovery Funds to be paid to the State of Florida for distribution to non-entitlement units of local government, such as the Town of Surfside (the “Town”); and

**WHEREAS**, the State of Florida, Division of Emergency Management (the “Division”) received a portion of the Fiscal Recovery Funds from the U.S. Department of Treasury (the “Treasury”) and is responsible for disbursing to the Town its allocation of \$2,830,324.00 (the “Allocation”); and

**WHEREAS**, the Town Commission desires to accept the Allocation, including each installment of Funds provided by the Treasury; approve the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement with the Division substantially in the form attached hereto as Exhibit “A” (“the Agreement”); and authorize the Town Manager to execute any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement; and

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

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



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

**Section 2. Allocation Accepted.** The Town Commission hereby accepts the Allocation as awarded by the Treasury, including each installment of Funds provided by the Treasury, as provided for by the Agreement.

**Section 3. Approval.** The Town Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit “A.”

**Section 4. Authorization.** The Town Manager is hereby authorized to execute the Agreement, in substantially the form attached hereto as Exhibit “A,” and any required or related agreements, amendments, or documents which are required to implement the purposes of this Resolution and the Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

**Section 5. Implementation.** The Town Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

**Section 6. Effective Date.** That this Resolution shall be effective immediately upon adoption.

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of September, 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

**AMERICAN RESCUE PLAN ACT  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the “Division”) and Surfside, Town of (the “Non-Entitlement Unit” or “Recipient”).

**RECITALS**

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act (“ARPA”), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic (“Fiscal Recovery Funds”); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury (“Treasury” or “Secretary”) released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,<sup>1</sup> and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement (“Treasury Guidance”); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) TERM. This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) FUNDING. The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government’s allocation based on the list of non-entitlement units published by Treasury and based upon the State’s calculation of the Recipient’s proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$2,830,324.00**.
- (4) USE OF FISCAL RECOVERY FUNDS
  - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

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<sup>1</sup> <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 (“Federal Register”)

unit of local government of 50% of the total amount allocated to the non-entitlement unit.<sup>2</sup> Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.

- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
- c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024<sup>3</sup>, such as:
  - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
  - iv. to make necessary investments in water, sewer, or broadband infrastructure.
- d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
  - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
    - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;<sup>4</sup>
    - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;<sup>5</sup>
    - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;<sup>6</sup>
    - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;<sup>7</sup> and
    - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.<sup>8</sup>
  - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance’s definition of “essential work.”<sup>9</sup> Examples of essential workers include, but are not limited to:
    - 1. Staff at nursing homes, hospitals, and home care settings;
    - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
    - 3. Janitors, truck drivers, transit staff, and warehouse workers
    - 4. Public health and safety staff;
    - 5. Childcare workers, educators, and other school staff; and

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<sup>2</sup> “First Tranche Amount,” American Rescue Plan Act of 2021, H.R. s. 601(b)(7) “Timing”

<sup>3</sup> <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<sup>4</sup> See Federal Register, pg. 26790.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at 26791

<sup>7</sup> *Id.* at 26791-26797

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at 26797

- 6. Social service and human services staff.<sup>10</sup>
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.<sup>11</sup>
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.<sup>12</sup>
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” including the cost principles and restrictions on general provisions for selected items of cost.
  - i. The following 2 CFR policy requirements apply to this assistance listing<sup>13</sup>:
    - Subpart B, General provisions;
    - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
    - Subpart D, Post Federal; Award Requirements;
    - Subpart E, Cost Principles; and
    - Subpart F, Audit Requirements.
  - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division’s Program Manager will be responsible for enforcing performance of this Agreement’s terms and conditions and will serve as the Division’s liaison

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<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at 26799

<sup>12</sup> *Id.* at 26802

<sup>13</sup> As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4458  
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah  
Division of Emergency Management  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4455  
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative:

Title:

Address:

Telephone:

Email:

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
  - ii. Authorized representative name, title, and email;
  - iii. Contact person name, title, phone, and email;
  - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
  - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
  - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
  - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

**IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
  - i.

The Division of Emergency Management  
[DEMSingle\\_Audit@em.myflorida.com](mailto:DEMSingle_Audit@em.myflorida.com)

OR

Office of the Inspector General  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

ii.

The Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions



- or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.
- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
  - c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
  - d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
  - e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
  - f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
  - g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
  - h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
  - i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
  - j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
  - k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
  - l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
  - m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
  - n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
  - o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
  - p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
  - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
  - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

“Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient.”

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient’s execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

**RECIPIENT**

Surfside, Town of

By:

Name and title:

Date:

FEIN : 596000434

DUNS : 084535947

**STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT**

By: \_\_\_\_\_

Name and Title: **Kevin Guthrie, Director**

Date: \_\_\_\_\_

## Exhibit 1

### Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

#### State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$2,830,324.00

**Attachment A**

**ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification**

I, \_\_\_\_\_, am the Authorized Agent of Surfside, Town of (“Recipient”) and I certify that:

1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).
2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.
3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.
4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.
5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.
6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.
7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.
9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:
  - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or
  - d. to make necessary investments in water, sewer, or broadband infrastructure.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

**By:**

**Signature:**

**Title:**

**Date:**



**Attachment B**  
**Certification Regarding Lobbying**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned Recipient, \_\_\_\_\_, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By:  
Signature:  
Title:\_  
Date: \_

## Attachment C

### Program Statutes and Regulations

42 U.S.C. 801 Social Security Act	Coronavirus State and Local Fiscal Recovery Funds
Title 31, Part 35, Code of Federal Regulations	Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

## **ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**

### **ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

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Surfside, Town of

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Date

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Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address:

Surfside, Town of

Address:

DUNS Number: 084535947

Taxpayer Identification Number: 596000434

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Surfside, Town of

\_\_\_\_\_  
Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative: Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and



Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



# MEMORANDUM

ITEM NO. **3F**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** September 14, 2021  
**Subject:** School Resource Officer for School Year 2021/2022

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In response to the horrific shooting at the Marjory Stoneman Douglas High School, the Florida Legislature produced, in the 2018 Legislative Session, the Marjory Stoneman Douglas High School Public Safety Act, Senate Bill SB 7026. The legislation represents a comprehensive approach to addressing school safety and includes a requirement to assign one or more safe-school officers at each school facility in the state beginning at the start of the new school year. The Miami-Dade Schools Police had requested assistance from local governments to assist in staffing some schools until proper staffing levels are achieved to fulfill the new mandate. Ruth K. Broad Bay Harbor K-8 Center is one of the schools that has been staffed by the local agency, Bay Harbor Islands Police.

Though the Town did assist in funding the School Resource Officer (SRO) via a resolution in October 2018, the full cost was covered by the Miami Dade School Board for the last few school years. Officer Brilliant of the Bay Harbor Islands Police Department was the dedicated officer who is very familiar with the school, teachers, parents, kids etc.

The Miami Dade School Board will no longer fund the local dedicated SRO through a Memorandum of Understanding with Bay Harbour Islands at full cost and will replace the SRO with another officer from the Miami-Dade Schools Police which is not familiar with the children or the school. Bay Harbor Islands has reported that they have noticed the new officer was not consistently present at the Ruth K. Broad Bay Harbor K-8 Center for the short time they were assisting during the summer.

The Miami Dade School Board will partially fund an SRO, through the Bay Harbor Island Police Department, in the amount of \$35,000. Bay Harbor Islands will be entering into a Memorandum of Understanding directly with the Miami Dade School Board and will employ the designated SRO.

Surfside would be joining the neighboring communities of Bay Harbor Islands and Bal Harbour in support of this program by supplementing the School Board's contribution to cover the full cost of the School Resource Officer. While Surfside and Bal Harbour will each share 1/3 of the cost of the Resource Officer above the funds provided by the School Board, the Resource Officer will be an employee of Bay Harbor Islands and Surfside will exercise no control or employment functions related to the Resource Officer.

Town Administration recommends approval of the attached resolution which authorizes the execution of the Memorandum of Understanding funding the School Resource Officer for school year 2021/2022 in the amount of \$8,333.

Reviewed by: LA

Prepared by: JG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE TOWN OF SURFSIDE, FLORIDA, THE VILLAGE OF BAL HARBOUR, FLORIDA, AND THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, TO FUND THE COST OF A SCHOOL RESOURCE OFFICER FOR THE RUTH K. BROAD K-8 CENTER SCHOOL; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Town of Surfside (the “Town”), the Village of Bal Harbour (“Bal Harbour”), and the Town of Bay Harbor Islands (“Bay Harbor Islands”) are municipalities located within Miami-Dade County that border each other; and

**WHEREAS**, children who are residents of the Town, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (“School”) which is located in Bay Harbor Islands; and

**WHEREAS**, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which, Bay Harbor Islands will provide a police officer (“Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer (“School Board Contribution”); and

**WHEREAS**, the cost of the Resource Officer will be approximately \$55,000 per year, which exceeds the \$30,000 School Board Contribution; and

**WHEREAS**, the Town, Bal Harbour, and Bay Harbor Islands desire to enter into a Memorandum of Understanding, in substantially the form attached hereto as Exhibit “A,” for the purpose of contributing equally in the amount of \$8,333 each toward the remaining cost of the Resource Officer who will serve to protect the safety of the children who reside within the Town, Bal Harbour, and Bay Harbor Islands (the “MOU”); and

WHEREAS, the Town Commission finds that the MOU 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 recitals are true and correct and incorporated in the Resolution.

**Section 2. Approval of MOU; Authorization to Expend Funds.** The MOU, in substantially the form attached hereto as Exhibit “A,” is approved. The Town Commission further authorizes the contribution and expenditure of \$8,333 toward the cost of the Resource Officer.

**Section 3. Authorization.** The Town Manager is hereby authorized to execute the MOU attached hereto as Exhibit “A,” subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4. Implementation.** The Town Manager is hereby authorized to take any and all necessary action to implement the MOU and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of September, 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:**

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Sandra McCready, MMC  
Town Clerk

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

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



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF SURFSIDE, THE  
VILLAGE OF BAL HARBOUR, AND THE TOWN  
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding (“MOU”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Town of Surfside (“Surfside”), The Village of Bal Harbour (“Bal Harbour”) and the Town of Bay Harbor Islands (“Bay Harbor Islands”). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a “Party.”

**WHEREAS**, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

**WHEREAS**, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School (“School”) which is located in Bay Harbor Islands; and

**WHEREAS**, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board (“School Board”) in which, Bay Harbor Islands will provide a police officer (“Resource Officer”) at the School during School hours and the School Board will pay Bay Harbor Islands \$30,000 towards the cost of the Resource Officer (“School Board’s Contribution”); and

**WHEREAS**, the Parties understand and agree that the cost of the Resource Officer will be approximately \$55,000, per year, which cost shall exceed the amount of the School Board’s Contribution in the approximate amount of \$25,000; and

**WHEREAS**, the Parties wish to equally share the cost of the Resource Officer that is in excess of the School Board’s Contribution (“Excess Cost”) as the Resource Officer will serve to protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

**WHEREAS**, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

**NOW, THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer.
3. Based upon the information known to Bay Harbor Islands as of the Effective Date (defined below) of this MOU, the Excess Cost applicable for the School Resource Officer is anticipated to be approximately \$25,000.<sup>1</sup>

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<sup>1</sup> The anticipated Excess Cost of \$25,000 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$8,333 each.

4. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Resource Officer(s), the total cost of the Resource Officer(s), the School Board's Contribution, the actual Excess Cost, and each Party's equal share of the actual Excess Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the actual Excess Cost within thirty (30) days of their receipt of the Invoice.
  
5. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$8,333 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Resource Officer or are in any way responsible for the actions or inactions of the Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Resource Officer. Bay Harbor Islands shall be solely responsible for any employment based claims made by the Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
  
6. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
  
7. The Parties have had the opportunity to consult with legal counsel of their choosing.
  
8. The Parties signify their agreement with this MOU by affixing their signatures below.
  
9. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

**Town of Bay Harbor Islands, Florida**

By: \_\_\_\_\_  
**Maria Lasday, Town Manager**

Date: \_\_\_\_\_

**Town of Surfside, Florida**

By: \_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

**Village of Bal Harbour, Florida**

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_



# MEMORANDUM

ITEM NO. **3G**

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** September 14, 2021  
**Subject:** Employee Health Benefits Contract Renewal for FY 2022

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The contract with UnitedHealthcare (Health), Guardian (Dental and Vision), and Mutual of Omaha (Life, Short-Term Disability and Long Term-Disability), Assure (HRA and FSA) and COBRA will expire on September 30, 2021.

Adams Benefit, the Town's insurance agent of record for employee health, disability, life, dental, vision and all other related benefit programs was directed by the Human Resources Director, Yamileth Slate-McCloud, to renegotiate the existing plan or find an acceptable alternative plan from another carrier, with the goal of keeping the cost increase to the lowest level possible, while minimizing the impact to our employee coverage.

UnitedHealthcare's initial proposal represented a 11.7% increase; later reduced to a 0% increase. Staff reviewed proposals from UnitedHealthcare, Humana, Blue Cross Blue Shield, Cigna, MET Life, Principal, Guardian, and determined that changing carriers for our health from UnitedHealthcare to Cigna and for our dental and vision from Guardian to Cigna is the best option for the Town and employees. It was also determined that changing our FSA, HRA, and COBRA administrator from Asure to Ameriflex is the best option.

The health insurance rate increase last fiscal year was 0% and has ranged from 4.9% to 10.0% over the last 5 years. The average medical inflation rate is 9.4%.

The results of the negotiation as follows:

Cigna Health: 0% rate increase and \$100,531.58 reduction from current rate.

Cigna (Dental and Vision): 0% rate increase and additional 1% medical discount for bundling coverages.

Mutual of Omaha  
(Life Insurance, Short and  
Long Term Disability): 0% renewal rate increase currently on rate lock guarantee.

Employee Assistance Program (EAP): Integrated with Mutual of Omaha.

Ameriflex (COBRA/fees): Paid by broker, Adams Benefit.

Ameriflex (FSA, HRA): To manage the Flexible Spending Accounts (FSA) and Health Reimbursement Arrangement (HRA) with a 0% rate increase.

This action represents a budgetary savings from the preliminary FY 2022 budget of \$180,000 and \$126,500 in savings from the FY 2021 premium.

Town Administration recommends that the Town Commission adopt the attached resolution approving the group health, dental and vision with Cigna, term life insurance, accidental death, short-term disability and long-term disability with Mutual of Omaha, and the flexible spending, HRA administration, and COBRA with Ameriflex. The Benefits Summary for each carrier is included in the package, (Attachment A to the Resolution).

Reviewed by JDG

Prepared by YSM

Renewal Analysis - Alternate Provider(s) - Benefit & Premium Illustration - CIGNA - Level Funding

	UHC				CIGNA			
	BWRO		AHM8		OAP IN		H.S.A. OAP	
	In-Network	Out-Network	In-Network	Out-Network	In-Network	Out-Network	In-Network	Out-Network
Deductible	\$1,000 Ind. \$2,000 Family	\$5,000 Ind. \$10,000 Family	\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family	\$1,000 Ind. \$2,000 Family	\$1,500 Ind. \$3,000 Family	\$5,000 Ind. \$10,000 Family	\$5,000 Ind. \$10,000 Family
Co-Insurance	80%	50%	90%	50%	80%	90%	50%	50%
Physicians Office	\$25 co-pay	50% after deductible	10% after deductible	50% after deductible	\$25 co-pay	10% after deductible	50% after deductible	50% after deductible
Specialist Office	\$50 co-pay	50% after deductible	10% after deductible	50% after deductible	\$50 co-pay	10% after deductible	50% after deductible	50% after deductible
Inpatient Hospital	20% after deductible	50% after deductible	10% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible	50% after deductible
Out-Patient Surgery	20% after deductible	50% after deductible	10% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible	50% after deductible
Out-Patient Minor Diagnostic	No co-pay	50% after deductible	10% after deductible	50% after deductible	No co-pay at out-patient facility	10% after deductible	50% after deductible	50% after deductible
Out-Patient Major Diagnostic (e.g., MRI, MRA, PET, CT)	20% after deductible	50% after deductible	10% after deductible	50% after deductible	20% after deductible	10% after deductible	50% after deductible	50% after deductible
Emergency Room	\$350 co-pay	50% after deductible	10% after deductible	50% after deductible	\$350 co-pay	10% after deductible	10% after deductible	10% after deductible
Urgent Care Center	\$50 co-pay	50% after deductible	10% after deductible	50% after deductible	\$50 co-pay	10% after deductible	10% after deductible	10% after deductible
Prescription Drugs	\$10 / \$35 / \$70 2.5 M.O. (ADV PDL)	CYD; \$10 / \$35 / \$70	\$10 / \$35 / \$70	CYD; \$10 / \$35 / \$70	CYD; ADV PDL \$10 / \$35 / \$70 Focused 90 - CVS 3 x M.O.	\$10 / \$35 / \$70 Focused 90 - CVS 3 x M.O.	CYD; ADV PDL \$10 / \$35 / \$70 Focused 90 - CVS 3 x M.O.	CYD; ADV PDL \$10 / \$35 / \$70 Focused 90 - CVS 3 x M.O.
Out of Pocket Maximum	\$3,500 Ind. \$7,000 Family	\$10,000 Ind. \$20,000 Family	\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family	\$3,500 Ind. \$7,000 Family	\$4,000 Ind. \$6,000 Family	\$10,000 Ind. \$20,000 Family	\$10,000 Ind. \$20,000 Family
Employee	5 \$ 678.74	47 \$ 678.74	47 \$ 598.30	47 \$ 598.30	5 \$ 622.14	47 \$ 622.14	47 \$ 551.13	47 \$ 551.13
Employee + Spouse	3 \$ 1,629.51	11 \$ 1,629.51	11 \$ 1,436.39	11 \$ 1,436.39	3 \$ 1,493.71	11 \$ 1,493.71	11 \$ 1,323.16	11 \$ 1,323.16
Employee + Child(ren)	2 \$ 1,379.92	4 \$ 1,379.92	4 \$ 1,216.39	4 \$ 1,216.39	2 \$ 1,264.89	4 \$ 1,264.89	4 \$ 1,120.50	4 \$ 1,120.50
Employee + Family	0 \$ 2,153.75	26 \$ 2,153.75	26 \$ 1,898.50	26 \$ 1,898.50	0 \$ 1,974.25	26 \$ 1,974.25	26 \$ 1,748.85	26 \$ 1,748.85
Monthly:	10 \$ 11,042.07	88 \$ 11,042.07	88 \$ 98,146.95	88 \$ 98,146.95	10 \$ 10,121.61	88 \$ 10,121.61	88 \$ 90,409.97	88 \$ 90,409.97
Total Monthly	\$ 109,189.02	\$ 109,189.02	\$ 109,189.02	\$ 109,189.02	\$ 100,531.58	\$ 100,531.58	\$ 100,531.58	\$ 100,531.58

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

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



Renewal Analysis - Alternate Provider(s) - Benefit & Premium Illustration - CIGNA - Level Funding

Q5P1 LF Dual Opt. National As-Is

Schedule of Monthly Rates and Factors

H.S.A. Open Access Plus	Admin. Fee	Pharmacy Rebate Credit	Individual Stop Loss	Aggregate Stop Loss	Insurance & Admin. Costs	Claims Funding	Total Costs
Employee	\$48.40	(\$15.23)	\$136.14	\$19.10	\$188.41	\$362.72	\$551.13
Emp + Spouse	\$116.09	(\$36.56)	\$326.87	\$45.88	\$452.28	\$870.88	\$1,323.16
Emp + Child(ren)	\$98.44	(\$30.96)	\$276.77	\$38.85	\$383.10	\$737.40	\$1,120.50
Emp + Family	\$153.68	(\$48.32)	\$431.96	\$60.63	\$597.95	\$1,150.90	\$1,748.85

Open Access Plus	Admin. Fee	Pharmacy Rebate Credit	Individual Stop Loss	Aggregate Stop Loss	Insurance & Admin. Costs	Claims Funding	Total Costs
Employee	\$50.06	(\$18.68)	\$136.70	\$22.72	\$190.80	\$431.34	\$622.14
Emp + Spouse	\$120.21	(\$44.85)	\$328.12	\$54.56	\$458.04	\$1,035.67	\$1,493.71
Emp + Child(ren)	\$101.79	(\$37.98)	\$277.96	\$46.19	\$387.96	\$876.93	\$1,264.89
Emp + Family	\$158.86	(\$59.27)	\$433.89	\$72.10	\$605.58	\$1,368.67	\$1,974.25

Stop Loss Details

Individual Stop-Loss Limit (Medical & Rx)	\$40,000
Corridor Factor (Total):	110%
Level Funding Arrangement:	1/2 retained by Cigna HealthCare, 1/2 returned to the Employer

Rates are subject to final underwriting terms and conditions.

Dental package savings: 1% discount is applied to the above rates since dental will be purchased with

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# Town of Surfside

## Renewal Analysis - Dental

	Guardian	Principal	MET Life	Humana	CIGNA
<b>Dental - DMO</b>	<b>DHMO U30G</b>	<b>Soltice - S700B</b>	<b>MET335-Florida</b>	<b>FL DHMO/Prepaid H5190</b>	<b>DHMO P6X00</b>
Calendar Year Deductible	None	None	None	None	None
Co-Insurance	Scheduled Co-Pays	Scheduled Co-Pays	Scheduled Co-Pays	Scheduled Co-Pays	Scheduled Co-Pays
Employee	Current	\$ 13.55	\$ 10.98	\$ 14.05	\$ 14.14
Employee + Spouse	Renewal	\$ 23.72	\$ 19.21	\$ 28.10	\$ 25.70
Employee + Child(ren)		\$ 29.36	\$ 23.04	\$ 31.61	\$ 34.31
Employee + Family		\$ 37.27	\$ 32.38	\$ 50.86	\$ 50.26

	Guardian	Principal	MET Life	Humana	CIGNA
<b>Dental - PPO</b>	<b>PPO WD</b>	<b>PPO</b>	<b>PPO</b>	<b>PPO</b>	<b>DPO</b>
Calendar Year Deductible	In-Network \$50 Ind. \$150 Family	In-Network \$50 Ind. \$150 Family	In-Network \$50 Ind. \$150 Family	In-Network \$50 Ind. \$150 Family	In-Network \$50 Ind. \$150 Family
Co-Insurance	Out-Network \$50 Ind. \$150 Family	Out-Network \$50 Ind. \$150 Family	Out-Network \$50 Ind. \$150 Family	Out-Network \$50 Ind. \$150 Family	Out-Network \$50 Ind. \$150 Family
Type 1 - Preventative	100%	100%	100%	100%	100%
Type 2 - Basic	90%	80%	80%	80%	90%
Type 3 - Major	60%	50%	50%	50%	60%
Type 4 - Orthodontia	50%	50%	50%	50%	50%
Calendar Year Maximum	\$2,000 + Max Rollover	\$2,000 + Rollover	\$2,250	\$2,000	Year 1: \$2,000 Year 2: \$2,150 Year 3: \$2,300 Year 4: \$2,450
Orthodontic Lifetime Max	\$1,500 (Child Only)	\$1,500 (Child Only)	\$1,500 (Child Only)	\$1,500 (Child Only)	\$1,500 (Child Only)
Out of Network Reimbursement	UCR	UCR	UCR	UCR	UCR
Employee	Current	\$ 37.00	\$ 41.54	\$ 42.38	\$ 36.08
Employee + Spouse	Renewal	\$ 82.14	\$ 84.70	\$ 84.78	\$ 80.10
Employee + Child(ren)		\$ 101.36	\$ 95.77	\$ 116.21	\$ 98.85
Employee + Family		\$ 142.29	\$ 148.98	\$ 160.35	\$ 138.76

If dental is sold with the medical, there would be a 1% discount to the medical for package savings

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# Town of Surfside

## Renewal Analysis - Vision

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VISION	Guardian		Principal		MET Life		Humana		CIGNA	
	Davis - Full Feature		VSP Choice		M130D		GN Vision 10/15		Voluntary Vision	
Co-Pays										
Exam	\$10		\$10 co-pay		\$10 co-pay		\$10 co-pay		\$10 co-pay	
Materials	\$25		\$25 co-pay		\$25 co-pay		\$15 co-pay		\$25 co-pay	
Frame Allowance	\$130 allowance, 20% off amount over		\$130 allowance, 20% off amount over		\$130 allowance, 20% off amount over		\$130 allowance, 20% off amount over		\$140 allowance, 20% off amount over	
Frequency										
Exam	Calendar Year		12 months		12 months		12 months		12 months	
Lenses	Calendar Year		12 months		12 months		12 months		12 months	
Frames	Every two calendar years		24 months		24 months		24 months		24 months	
Employee	Current	Renewal	\$ 6.23	\$ 6.07	\$ 5.40	\$ 5.59				
Employee + Spouse	7.23	7.23	\$ 11.50	\$ 12.33	\$ 10.80	\$ 10.51				
Employee + Child(ren)	13.34	13.34	\$ 12.04	\$ 10.23	\$ 10.26	\$ 11.00				
Employee + Family	13.97	13.97	\$ 18.03	\$ 16.88	\$ 16.13	\$ 16.48				

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## Town of Surfside

### Renewal Analysis - Life & Disability

All lines of coverage with Mutual of Omaha are in rate guarantee. The next renewal would be 10/1/2022.

*This is a brief summary of the benefits or rates offered. The Certificate of Coverage is the governing document for all benefits, requirements and limitations. If there is a variation between this summary and the Certificate of Coverage, the Certificate will govern. Final premium rates may change from those quoted based upon actual enrollment as of the effective date.*

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING EMPLOYEE HEALTH BENEFITS CONTRACTS FOR FISCAL YEAR 2021/2022 WITH CIGNA FOR EMPLOYEE HEALTH INSURANCE AND DENTAL AND VISION COVERAGE, MUTUAL OF OMAHA FOR LIFE AND DISABILITY INSURANCE, AND AMERIFLEX FOR FLEXIBLE SPENDING ARRANGEMENT (FSA) BENEFIT SERVICES, HEALTH REIMBURSEMENT AGREEMENT (HRA) SERVICES, AND COBRA ADMINISTRATION; AUTHORIZING THE TOWN MANAGER TO ENTER INTO ANY NECESSARY AGREEMENTS WITH CIGNA, MUTUAL OF OMAHA, AND AMERIFLEX FOR THE RESPECTIVE SERVICES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the Town of Surfside (the “Town”) continues to work with Adams Benefit (“Adams Benefit”) as its insurance agent of record for employee health, dental, vision, life insurance, disability and other related benefit programs; and

**WHEREAS,** the Town worked with Adams Benefit to renegotiate existing plans or find an acceptable alternative plan from alternative carriers, with the result of maintaining a zero percent (0%) renewal rate increase from the previous year; and

**WHEREAS,** the Town Commission wishes to (i) select Cigna for employee health insurance and dental and vision coverage, (ii) continue with Mutual of Omaha for life and disability insurance, and (iii) select Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration, all as set forth in the Commission Communication memorandum presented with this Resolution; and

**WHEREAS,** the Town Commission further wishes to authorize the Town Manager to execute any necessary agreements with Cigna, Mutual of Omaha, and Ameriflex for the respective insurance services; and

**WHEREAS,** the Town Commission finds that the insurance providers and programs selected and this Resolution are in the best interest and welfare of the employees of the Town.

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

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

**Section 2.**     **Approval of Insurance Providers.** The Town Commission hereby approves and selects for Fiscal Year 2021/2022: (i) Cigna for employee health insurance and dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; all as set forth in the Commission Communication Memorandum presented with this Resolution.

**Section 3.**     **Authorization.** The Town Manager is hereby authorized to execute any necessary agreements with: (i) Cigna for employee health insurance and dental and vision insurance; (ii) Mutual of Omaha for life and disability insurance; and (iii) Ameriflex for flexible spending arrangement (FSA) benefit services, health reimbursement agreement (HRA) services, and COBRA administration; in accordance with the terms and conditions as set forth in the Commission Communication Memorandum, and subject to the approval of the Town Manager and Town Attorney as to form, content, and legal sufficiency.

**Section 4.**     **Implementation.** The Town Manager and the Human Resources Director are authorized to take all action necessary to implement the purposes of this Resolution and the employee health benefits and insurance programs detailed in the Commission Communication Memorandum presented with this Resolution.

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

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of September, 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

# BENEFIT SUMMARY



Cigna Health and Life Insurance Co.  
 For - Town of Surfside  
 HSA OAP Plan  
 HSA OAP  
 Effective - 10/01/2021

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

Your coverage includes a health savings account that you can use to pay for eligible out-of-pocket expenses.

## Plan Highlights

### In-Network

### Out-of-Network

<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Plan Year Accumulation</b>	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a calendar year basis unless otherwise stated. In addition, all plan maximums and service-specific maximums (dollar and occurrence) cross-accumulate between In- and Out-of-Network unless otherwise noted.	
<b>Plan Coinsurance</b>	Plan pays 90%	Plan pays 50%
<b>Maximum Reimbursable Charge</b>	Not Applicable	110%
<b>Plan Deductible</b>	Individual - Employee Only: \$1,500 Family Maximum: \$3,000	Individual - Employee Only: \$5,000 Family Maximum: \$10,000
	<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts towards your in-network deductible. Only the amount you pay for out-of-network covered expenses counts towards your out-of-network deductible.</li> <li>Plan deductible always applies before any benefit copay/deductible or coinsurance.</li> <li>Plan deductible does not apply to in-network preventive services.</li> <li>All family members contribute towards the family deductible. An individual cannot have claims covered under the plan coinsurance until the total family deductible has been satisfied.</li> <li>This plan includes a combined Medical/Pharmacy plan deductible.</li> </ul>	
	<b>Note:</b> Services where plan deductible applies are noted with a caret (^).	

10/01/2021

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Plan Highlights	In-Network	Out-of-Network
<b>Plan Out-of-Pocket Maximum</b>	Individual - Employee Only: \$4,000 Family Maximum: \$6,000	Individual - Employee Only: \$10,000 Family Maximum: \$20,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. Only the amount you pay for out-of-network covered expenses counts toward your out-of-network out-of-pocket maximum.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>All benefit copays/deductibles contribute towards your out-of-pocket maximum.</li> <li>Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder. Out-of-network non-compliance penalties or charges in excess of Maximum Reimbursable Charge do not contribute towards the out-of-pocket maximum.</li> <li>All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> </ul>		
<b>Benefit</b>		
<b>Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.</b>		
<b>Physician Services - Office Visits</b>		
Primary Care Physician (PCP) Services/Office Visit	Plan pays 90% ^	Plan pays 50% ^
Specialty Care Physician Services/Office Visit	Plan pays 90% ^	Plan pays 50% ^
Surgery Performed in Physician's Office	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
Cigna Telehealth Connection Services (Virtual Care)	Plan pays 90% ^	Not Covered
<ul style="list-style-type: none"> <li>Includes charges for the delivery of medical and health-related services and consultations by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies.</li> <li>Virtual Wellness Screenings are available for individuals 18 and older and are covered same as Preventive Care (see Preventive Care Section).</li> </ul>		
<b>Preventive Care</b>		
Preventive Care Office Visit	Plan pays 100%	Plan pays 50% ^
Preventive Services	Plan pays 100%	Lab & X-ray: Plan pays 100%; All other services: Plan pays 50% ^
<ul style="list-style-type: none"> <li>Includes preventive Mammograms, Papanicolaou (Pap), Prostate Specific Antigen (PSA) tests and colorectal screenings.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>		
Immunizations	Plan pays 100%	Plan pays 50% ^
<b>Inpatient</b>		
Inpatient Hospital Facility Services	Plan pays 90% ^	Plan pays 50% ^
<b>Note:</b> Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs		
Inpatient Hospital Physician's Visit/Consultation	Plan pays 90% ^	Plan pays 50% ^
Inpatient Professional Services	Plan pays 90% ^	Plan pays 50% ^
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>		
<b>Outpatient</b>		

Benefit	In-Network	Out-of-Network
<p>Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.</p>		
Outpatient Facility Services	Plan pays 90% ^	Plan pays 50% ^
Outpatient Professional Services	Plan pays 90% ^	Plan pays 50% ^
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>		
<b>Emergency Services</b>		
Emergency Room		Plan pays 90% ^
<ul style="list-style-type: none"> <li>Includes ER Physician Charges, Lab and Radiology including Advanced Radiological Imaging (ARI)</li> </ul>		
Urgent Care Facility	Plan pays 90% ^	Plan pays 50% ^
<ul style="list-style-type: none"> <li>Includes Physician Charges, Lab and Radiology</li> </ul>		
Ambulance	Plan pays 90% ^	Plan pays 90% ^
Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.		
<b>Inpatient Services at Other Health Care Facilities</b>		
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities	Plan pays 90% ^	Plan pays 50% ^
<ul style="list-style-type: none"> <li>Annual Limit: 60 days</li> </ul>		
<b>Laboratory Services</b>		
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
Independent Lab	Plan pays 90% ^	Plan pays 50% ^
Outpatient Facility	Plan pays 90% ^	Plan pays 50% ^
<b>Radiology Services</b>		
Physician's Services/Office Visit	Covered same as Physician Services - Office Visit	Covered same as Physician Services - Office Visit
Outpatient Facility	Plan pays 90% ^	Plan pays 50% ^
<b>Advanced Radiological Imaging (ARI)</b>	Includes MRI, MRA, CAT Scan, PET Scan, etc.	
Outpatient Facility	Plan pays 90% ^	Plan pays 50% ^
Physician's Services/Office Visit	Plan pays 90% ^	Plan pays 50% ^
<b>Outpatient Therapy Services</b>		
Outpatient Physical Therapy	Plan pays 90% ^	Plan pays 50% ^
Annual Limits:		
<ul style="list-style-type: none"> <li>Physical Therapy – 20 visits</li> <li>Limits are not applicable to mental health conditions.</li> </ul>		
<b>Note:</b> Therapy visits, provided as part of an approved Home Health Care plan, accumulate to the applicable Home Health Care maximum.		



**Benefit**

**In-Network**

**Out-of-Network**

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

Outpatient Speech Therapy, Hearing Therapy and Occupational Therapy

Plan pays 90% ^

Plan pays 50% ^

Annual Limits:

- Speech, Hearing and Occupational Therapies – 20 visits
- Limits are not applicable to mental health conditions for Speech and Occupational Therapies.

Note: Therapy visits, provided as part of an approved Home Health Care plan, accumulate to the applicable Home Health Care maximum.

Chiropractic Care

Plan pays 90% ^

Plan pays 50% ^

Annual Limit:

- Chiropractic Care – 20 visits

**Hospice**

Inpatient Facilities

Plan pays 90% ^

Plan pays 50% ^

Outpatient Services

Plan pays 90% ^

Plan pays 50% ^

Note: Includes Bereavement counseling provided as part of a hospice program.

**Medical Specialty Drugs**

Outpatient Facility

Plan pays 90% ^

Plan pays 50% ^

Physician's Office

Plan pays 90% ^

Plan pays 50% ^

Home

Plan pays 90% ^

Plan pays 50% ^

Note: This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.

**Family Planning**

Women's Services

Plan pays 100%

Not Covered

In-Network includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals). Out-of-Network coverage is provided for contraceptive devices as ordered or prescribed by a physician.

Men's Services

Not Covered

Not Covered

Includes surgical sterilization services, such as vasectomy (excludes reversals)

**Abortion**

Abortion Services

Coverage varies based on Place of Service

Coverage varies based on Place of Service

Note: Non-elective procedures only

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**Benefit**

**In-Network**

**Out-of-Network**

Note: Services where plan deductible applies are noted with a caret (^). Plan deductible always applies before benefit copays/deductibles.

**Infertility**

**Infertility Treatment**

Note: Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.

**Other Health Care Facilities/Services**

**Home Health Care**

Plan pays 90% ^

Plan pays 50% ^

• Annual Limit: 60 visits (The limit is not applicable to mental health and substance use disorder conditions.)

**Organ Transplants**

Covered same as Inpatient benefit

Not Covered

• Services paid at in-network level if performed at Cigna LifeSOURCE Transplant Network® Facilities.

• Travel Maximum - Cigna LifeSOURCE Transplant Network® Facility Only: After the plan deductible is met, \$10,000 maximum per Transplant per Lifetime

**Durable Medical Equipment and External Prosthetic Appliances**

• Annual Limit: Unlimited

Plan pays 90% ^

Plan pays 50% ^

**Breast Feeding Equipment and Supplies**

- Limited to the rental of one breast pump per birth as ordered or prescribed by a physician
- Includes related supplies

Plan pays 100%

Plan pays 50% ^

Note: Services where plan deductible applies are noted with a caret (^).

**Mental Health and Substance Use Disorder**

**Inpatient Mental Health**

Plan pays 90% ^

Plan pays 50% ^

**Outpatient Mental Health – Physician’s Office**

Plan pays 90% ^

Plan pays 50% ^

**Outpatient Mental Health – All Other Services**

Plan pays 90% ^

Plan pays 50% ^

**Inpatient Substance Use Disorder**

Plan pays 90% ^

Plan pays 50% ^

**Outpatient Substance Use Disorder – Physician’s Office**

Plan pays 90% ^

Plan pays 50% ^

**Outpatient Substance Use Disorder – All Other Services**

Plan pays 90% ^

Plan pays 50% ^

**Annual Limits:**

- Unlimited maximum

**Notes:**

- Inpatient includes Acute Inpatient and Residential Treatment.
- Outpatient - Physician’s Office - may include Individual, family and group therapy, psychotherapy, medication management, etc.
- Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc.

**Pharmacy**

**In-Network**

**Out-of-Network**

**Cost Share and Supply**

## Pharmacy

### Med Pharmacy Cost Share

- Retail – up to 90-day supply (except Specialty up to 30-day supply)
- Home Delivery – up to 90-day supply (except Specialty up to 30-day supply)
- If you receive a supply of 34 days or less at home delivery of a Specialty Prescription Drug, the Specialty home delivery cost share will be adjusted to reflect a Retail (per 30-day supply) cost share.

## In-Network

Once the medical deductible is met then the customer is responsible for the cost share

### Retail (per 30-day supply):

Generic: You pay \$10 <sup>^</sup>  
 Preferred Brand: You pay \$35 <sup>^</sup>  
 Non-Preferred Brand: You pay \$70 <sup>^</sup>

### Retail (per 90-day supply):

Generic: You pay \$30 <sup>^</sup>  
 Preferred Brand: You pay \$105 <sup>^</sup>  
 Non-Preferred Brand: You pay \$210 <sup>^</sup>

### Home Delivery (per 90-day supply):

Generic: You pay \$25 <sup>^</sup>  
 Preferred Brand: You pay \$88 <sup>^</sup>  
 Non-Preferred Brand: You pay \$175 <sup>^</sup>

## Out-of-Network

Once the medical deductible is met then the customer is responsible for the coinsurance

### Retail:

You pay 50% <sup>^</sup>  
 Your plan pays 50% <sup>^</sup>

### Home Delivery:

Not Covered

- Retail drugs for a 30 day supply may be obtained In-Network at a wide range of pharmacies across the nation although prescriptions for a 90 day supply (such as maintenance drugs) will be available at select network pharmacies.
- Cigna 90 Now Program: You can choose to fill your medications in a 30- or 90-day supply. If you choose to fill a 30-day prescription, it can be filled at any network retail pharmacy or network home delivery pharmacy. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or network home delivery pharmacy to be covered by the plan.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- You can elect brand or generic with no penalty (MAC C).
- Exclusive specialty home delivery: Specialty medications must be filled through home delivery; otherwise you pay the entire cost of the prescription upon your first fill. Some exceptions may apply.
- Your pharmacy benefits share an annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.

## Drugs Covered

### Prescription Drug List:

Your Cigna Advantage Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. Some of the more expensive drugs are excluded when there are less expensive alternatives. To check which drugs are included in your plan, please log on to myCigna.com. Some highlights:

- Coverage includes Self Administered injectable drugs, but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.

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## Pharmacy Program Information

### Pharmacy Clinical Management: Essential

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements
- Step Therapy on select classes of medications and drugs new to the market
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Current users of Step Therapy medications will be allowed one 30-day fill during the first three months of coverage before Step Therapy program applies.
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

### Patient Assurance Program

Your plan includes the Patient Assurance Program, which waives the deductible and reduces the amount you owe for certain medications used to treat chronic conditions included in the program. Additionally:

- Any amount you pay for these medications only count toward meeting your out-of-pocket maximum.
- Any discount provided by a pharmaceutical manufacturer for these medications only count toward meeting your out-of-pocket maximum.

### Clinical Outcome Programs:

- Your plan includes Narcotic Therapy Management to identify unusual medication use patterns and offers physicians a comprehensive view of your overall treatment history.

## Additional Information

### Cigna Diabetes Prevention Program in collaboration with Omada

Cigna Diabetes Prevention Program in collaboration with Omada is a program to help you avoid the onset of diabetes, as well as health risks that might lead to heart disease or a stroke. The program is covered by your health plan at the preventive level, just like for your wellness visit. Program participants have access to a professional virtual health coach, an online support group, interactive lessons, and a smart-technology scale. The program will help you make small changes in your eating, activity, sleep, and stress to achieve healthy weight loss through a series of 16 weekly lessons and tools to help you maintain weight loss over time. You will also be offered the opportunity to join a gym for a low monthly fee and no enrollment fee.

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## Additional Information

### Maximum Reimbursable Charge

The allowable covered expense for non-network services is based on the lesser of the health care professional's normal charge for a similar service or a percentage of a fee schedule (110%) developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule will not be used and the maximum reimbursable charge for covered services is based on the lesser of the health care professional's normal charge for a similar service or a percentile (80th) of charges made by health care professionals of such service or supply in the geographic area where it is received. If sufficient charge data is unavailable in the database for that geographic area to determine the Maximum Reimbursable Charge, then data in the database for similar services may be used. Out-of-network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations.

### Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level if services are received from a non-participating (Out-of-Network) provider.
2. The allowable amount used to determine the Plan's benefit payment for covered Emergency Services rendered in an Out-of-Network Hospital, or by an Out-of-Network provider in an In-Network Hospital, is the amount agreed to by the Out-of-Network provider and Cigna, or if no amount is agreed to, the greater of the following: (i) the median amount negotiated with In-Network providers for the Emergency Service, excluding any In-Network copay or coinsurance; (ii) the Maximum Reimbursable Charge; or (iii) the amount payable under the Medicare program, not to exceed the provider's billed charges.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is also responsible for all charges that may be made in excess of the allowable amount. If the Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

### Medicare Coordination

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B **regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.**

### One Guide

Available by phone or through myCigna mobile application. One Guide helps you navigate the health care system and make the most of your health benefits and programs.

### Out-of-Area Services

- Coverage for services rendered outside a network area
- ER and Ambulance paid the same as network services
- Preventive care services covered at 100% for Out-of-Area
- In-Network Deductible and Out-of-Pocket maximums apply

For all other services, plan pays 80% after the in-network deductible is met

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## Additional Information

### Complete Care Management

Pre-authorization is required on all inpatient admissions and selected outpatient procedures, diagnostic testing, and outpatient surgery. Network providers are contractually obligated to perform pre-authorization on behalf of their customers. For an out-of-network provider, the customer is responsible for following the pre-authorization procedures. If a customer does not follow requirements for obtaining pre-treatment authorization, a \$750 penalty will be applied.

Pre-Existing Condition Limitation (PCL) does not apply.

### Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Place of Service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

### Exclusions

**What's Not Covered (This Is Not All Inclusive; check your plan documents for a complete list)**

- Services that aren't medically necessary
- Experimental or investigational treatments, except for routine patient care costs related to qualified clinical trials as described in your plan document
- Accidental injury that occurs while working for pay or profit
- Sickness for which benefits are paid or payable under any workers' compensation or similar law
- Services provided by government health plans
- Cosmetic surgery, unless it corrects deformities resulting from illness, breast reconstruction surgery after a mastectomy, or congenital defects of a newborn or adopted child or child placed for adoption
- Dental treatments and implants
- Custodial care
- Surgical procedures for the improvement of vision that can be corrected through the use of glasses or contact lenses
- Vision therapy or orthoptic treatment
- Hearing aids
- Reversal of sterilization procedures
- Nonprescription drugs or anti-obesity drugs
- Non-emergency services incurred outside the United States
- Bariatric surgery
- Infertility services
- Treatment of TMJ disorders and craniofacial muscle disorders

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**These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate, service agreement or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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EHB State: FL

# DISCRIMINATION IS AGAINST THE LAW

## Medical coverage

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

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
    - Qualified sign language interpreters
    - Written information in other formats (large print, audio, accessible electronic formats, other formats)
  - Provides free language services to people whose primary language is not English, such as:
    - Qualified interpreters
    - Information written in other languages
- If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.



All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc. The Cigna name, logos, and other Cigna marks are owned by Cigna Intellectual Property, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCIÓN: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).



## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시십시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulung sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

**Arabic** – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけません。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شمار مگیری کنید).

# BENEFIT SUMMARY



Cigna Health and Life Insurance Co.  
 For - Town of Surfside  
 Open Access Plus Plan  
 OAPIN  
 Effective - 10/01/2021

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

## Plan Highlights

<b>Lifetime Maximum</b>	Unlimited
<b>Plan Year Accumulation</b>	Your Plan's Deductibles, Out-of-Pockets and benefit level limits accumulate on a calendar year basis unless otherwise stated
<b>Plan Coinsurance</b>	Plan pays 80%
<b>Plan Deductible</b>	Individual: \$1,000 Family: \$2,000
<ul style="list-style-type: none"> <li>Benefit copays/deductibles always apply before plan deductible and coinsurance.</li> <li>Family members meet only their individual deductible and then their claims will be covered under the plan coinsurance; if the family deductible has been met prior to their individual deductible being met, their claims will be paid at the plan coinsurance.</li> </ul>	
<b>Note:</b> Services where plan deductible applies are noted with a caret (^).	
<b>Plan Out-of-Pocket Maximum</b>	Individual: \$3,500 Family: \$7,000

- Plan deductible contributes towards your out-of-pocket maximum.
- All benefit copays/deductibles contribute towards your out-of-pocket maximum.
- Covered expenses that count towards your out-of-pocket maximum include customer paid coinsurance and charges for Mental Health and Substance Use Disorder.
- After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.
- This plan includes a combined Medical/Pharmacy out-of-pocket maximum.

## In-Network

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## Benefit

## In-Network

Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.

### Physician Services - Office Visits

Primary Care Physician (PCP) Services/Office Visit	\$25 copay, and plan pays 100%
Specialty Care Physician Services/Office Visit	\$50 copay, and plan pays 100%
Surgery Performed in Physician's Office	Covered same as Physician Services - Office Visit
Cigna Telehealth Connection Services (Virtual Care)	\$25 copay, and plan pays 100%
<ul style="list-style-type: none"> <li>Includes charges for the delivery of medical and health-related services by dedicated virtual providers as medically appropriate through audio, video, and secure internet-based technologies.</li> <li>Virtual Wellness Screenings are available for individuals 18 and older and are covered same as Preventive Care (see Preventive Care Section).</li> </ul>	

### Preventive Care

Preventive Care Office Visit	Plan pays 100%
Preventive Services	Plan pays 100%
<ul style="list-style-type: none"> <li>Includes preventive Mammograms, Papanicolaou (Pap), Prostate Specific Antigen (PSA) tests and colorectal screenings.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>	
Immunizations	Plan pays 100%

### Inpatient

Inpatient Hospital Facility Services	Plan pays 80% ^
Note: Includes all Lab and Radiology services, including Advanced Radiological Imaging as well as Medical Specialty Drugs	
Inpatient Hospital Physician's Visit/Consultation	Plan pays 80% ^
Inpatient Professional Services	Plan pays 80% ^
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	

### Outpatient

Outpatient Facility Services	Plan pays 80% ^
Outpatient Professional Services	Plan pays 80% ^
<ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	

### Emergency Services

Emergency Room	
<ul style="list-style-type: none"> <li>Includes ER Physician Charges, Lab and Radiology including Advanced Radiological Imaging (ARI)</li> <li>Per visit copay is waived if admitted.</li> </ul>	\$350 copay, and plan pays 100%

### Urgent Care Facility

<ul style="list-style-type: none"> <li>Includes Physician Charges, Lab and Radiology</li> </ul>	\$50 copay, and plan pays 100%
Ambulance	Plan pays 80% ^

Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

### Inpatient Services at Other Health Care Facilities

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**Benefit****In-Network**

Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.

Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facilities

- Annual Limit: 60 days

Plan pays 80% ^

**Laboratory Services**

Physician's Services/Office Visit

Covered same as Physician Services - Office Visit

Independent Lab

Plan pays 100%

Outpatient Facility

Plan pays 100%

**Radiology Services**

Physician's Services/Office Visit

Covered same as Physician Services - Office Visit

Outpatient Facility

Plan pays 100%

**Advanced Radiological Imaging (ARI)**

Outpatient Facility

Includes MRI, MRA, CAT Scan, PET Scan, etc.

Plan pays 80% ^

Physician's Services/Office Visit

Plan pays 80% ^

**Outpatient Therapy Services**

Outpatient Physical Therapy

\$50 copay, and plan pays 100%

Annual Limits:

- Physical Therapy – 20 visits
- Limits are not applicable to mental health conditions.

Note: Therapy visits, provided as part of an approved Home Health Care plan, accumulate to the applicable Home Health Care maximum.

Outpatient Speech Therapy, Hearing Therapy and Occupational Therapy

\$50 copay, and plan pays 100%

Annual Limits:

- Speech, Hearing and Occupational Therapies – 20 visits
- Limits are not applicable to mental health conditions for Speech and Occupational Therapies.

Note: Therapy visits, provided as part of an approved Home Health Care plan, accumulate to the applicable Home Health Care maximum.

Chiropractic Care

\$50 copay, and plan pays 100%

Annual Limit:

- Chiropractic Care – 20 visits

**Hospice**

Inpatient Facilities

Plan pays 80% ^

Outpatient Services

Plan pays 80% ^

Note: Includes Bereavement counseling provided as part of a hospice program.

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**Benefit**

**In-Network**

Note: Services where plan deductible applies are noted with a caret (^). Benefit copays/deductibles always apply before plan deductible.

**Medical Specialty Drugs**

Outpatient Facility	Plan pays 80% ^
Physician's Office	Plan pays 100%
Home	Plan pays 80% ^

Note: This benefit only applies to the cost of the Infusion Therapy drugs administered. This benefit does not cover the related Facility, Office Visit or Professional charges.

**Family Planning**

Women's Services	Plan pays 100%
Includes contraceptive devices as ordered or prescribed by a physician and surgical sterilization services, such as tubal ligation (excludes reversals)	
Men's Services	Not Covered
Includes surgical sterilization services, such as vasectomy (excludes reversals)	

**Abortion**

Abortion Services	Coverage varies based on Place of Service
Note: Non-elective procedures only	

**Infertility**

Infertility Treatment  
 Note: Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.

**Other Health Care Facilities/Services**

Home Health Care	Plan pays 80% ^
• Annual Limit: 60 visits (The limit is not applicable to mental health and substance use disorder conditions.)	
Organ Transplants	Covered same as Inpatient benefit
• Services paid at in-network level if performed at Cigna LifeSOURCE Transplant Network® Facilities.	
• Travel Maximum - Cigna LifeSOURCE Transplant Network® Facility Only: \$10,000 maximum per Transplant per Lifetime	

**Durable Medical Equipment and External Prosthetic Appliances**

• Annual Limit: Unlimited	Plan pays 80% ^
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**Breast Feeding Equipment and Supplies**

• Limited to the rental of one breast pump per birth as ordered or prescribed by a physician	Plan pays 100%
• Includes related supplies	

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Note: Services where plan deductible applies are noted with a caret (^).

## Mental Health and Substance Use Disorder

Inpatient Mental Health	Plan pays 80% ^
Outpatient Mental Health – Physician’s Office	\$50 copay, and plan pays 100%
Outpatient Mental Health – All Other Services	Plan pays 80%
Inpatient Substance Use Disorder	Plan pays 80% ^
Outpatient Substance Use Disorder – Physician’s Office	\$50 copay, and plan pays 100%
Outpatient Substance Use Disorder – All Other Services	Plan pays 80%

Annual Limits:

- Unlimited maximum

Notes:

- Inpatient includes Acute Inpatient and Residential Treatment.
- Outpatient - Physician's Office - may include Individual, family and group therapy, psychotherapy, medication management, etc.
- Outpatient - All Other Services - may include Partial Hospitalization, Intensive Outpatient Services, Applied Behavior Analysis (ABA Therapy), etc.

## In-Network

### Cost Share and Supply

#### Pharmacy Cost Share

- Retail – up to 90-day supply (except Specialty up to 30-day supply)
- Home Delivery – up to 90-day supply (except Specialty up to 30-day supply)
- If you receive a supply of 34 days or less at home delivery of a Specialty Prescription Drug, the Specialty home delivery cost share will be adjusted to reflect a Retail (per 30-day supply) cost share.

#### Retail (per 30-day supply):

Generic: You pay \$10  
 Preferred Brand: You pay \$35  
 Non-Preferred Brand: You pay \$70

#### Retail (per 90-day supply):

Generic: You pay \$30  
 Preferred Brand: You pay \$105  
 Non-Preferred Brand: You pay \$210

#### Home Delivery (per 90-day supply):

Generic: You pay \$25  
 Preferred Brand: You pay \$88  
 Non-Preferred Brand: You pay \$175

## Pharmacy

### In-Network

- Retail drugs for a 30 day supply may be obtained In-Network at a wide range of pharmacies across the nation although prescriptions for a 90 day supply (such as maintenance drugs) will be available at select network pharmacies.
- This plan will not cover out-of-network pharmacy benefits.
- Cigna 90 Now Program: You can choose to fill your medications in a 30- or 90-day supply. If you choose to fill a 30-day prescription, it can be filled at any network retail pharmacy or network home delivery pharmacy. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or network home delivery pharmacy to be covered by the plan.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- When you request a brand drug, you pay the brand cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug (unless the physician indicates "Dispense As Written" DAW) (MAC B).
- Exclusive specialty home delivery: Specialty medications must be filled through home delivery; otherwise you pay the entire cost of the prescription upon your first fill. Some exceptions may apply.
- Your pharmacy benefits share an out-of-pocket maximum with the medical/behavioral benefits.

## Drugs Covered

### Prescription Drug List:

Your Cigna Advantage Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. Some of the more expensive drugs are excluded when there are less expensive alternatives. To check which drugs are included in your plan, please log on to [myCigna.com](http://myCigna.com). Some highlights:

- Coverage includes Self Administered injectable drugs, but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.

## Pharmacy Program Information

### Pharmacy Clinical Management: Essential

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements
- Step Therapy on select classes of medications and drugs new to the market
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-too-soon edits
- Plan exclusion edits
- Current users of Step Therapy medications will be allowed one 30-day fill during the first three months of coverage before Step Therapy program applies.
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access to specialty medications.
- For customers with complex conditions taking a specialty medication, we will offer Accredo Therapeutic Resource Centers (TRCs) to provide specialty medication and condition counseling. For customers taking a specialty medication not dispensed by Accredo, Cigna experts will offer this important specialty medication and condition counseling.

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## Pharmacy Program Information

### Patient Assurance Program

Your plan includes the Patient Assurance Program, which waives the deductible and reduces the amount you owe for certain medications used to treat chronic conditions included in the program. Additionally:

- Any amount you pay for these medications only count toward meeting your out-of-pocket maximum.
- Any discount provided by a pharmaceutical manufacturer for these medications only count toward meeting your out-of-pocket maximum.

### Clinical Outcome Programs:

- Your plan includes Narcotic Therapy Management to identify unusual medication use patterns and offers physicians a comprehensive view of your overall treatment history.

## Additional Information

### Cigna Diabetes Prevention Program in collaboration with Omada

Cigna Diabetes Prevention Program in collaboration with Omada is a program to help you avoid the onset of diabetes, as well as health risks that might lead to heart disease or a stroke. The program is covered by your health plan at the preventive level, just like for your wellness visit. Program participants have access to a professional virtual health coach, an online support group, interactive lessons, and a smart-technology scale. The program will help you make small changes in your eating, activity, sleep, and stress to achieve healthy weight loss through a series of 16 weekly lessons and tools to help you maintain weight loss over time. You will also be offered the opportunity to join a gym for a low monthly fee and no enrollment fee.

### Out-of-Network Emergency Services Charges

1. Emergency Services are covered at the In-Network cost-sharing level if services are received from a non-participating (Out-of-Network) provider.
2. The allowable amount used to determine the Plan's benefit payment for covered Emergency Services rendered in an Out-of-Network Hospital, or by an Out-of-Network provider in an In-Network Hospital, is the amount agreed to by the Out-of-Network provider and Cigna, or if no amount is agreed to, the greater of the following: (i) the median amount negotiated with In-Network providers for the Emergency Service, excluding any In-Network copay or coinsurance; or (ii) the amount payable under the Medicare program, not to exceed the provider's billed charges.

The member is responsible for applicable In-Network cost-sharing amounts (any deductible, copay or coinsurance). The member is also responsible for all charges that may be made in excess of the allowable amount. If the Out-of-Network provider bills you for an amount higher than the amount you owe as indicated on the Explanation of Benefits (EOB), contact Cigna Customer Service at the phone number on your ID card.

### Medicare Coordination

In accordance with the Social Security Act of 1965, this plan will pay as the Secondary plan to Medicare Part A and B as follows:

- (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation);
- (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months.

When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B **regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.**

### One Guide

Available by phone or through myCigna mobile application. One Guide helps you navigate the health care system and make the most of your health benefits and programs.

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## Additional Information

### Out-of-Area Services

- Coverage for services rendered outside a network area
- ER and Ambulance paid the same as network services
- Preventive care services covered at 100% for Out-of-Area
- In-Network Deductible and Out-of-Pocket maximums apply

For all other services, plan pays 80% after the in-network deductible is met

### Complete Care Management

Pre-authorization is required on all inpatient admissions and selected outpatient procedures, diagnostic testing, and outpatient surgery. Network providers are contractually obligated to perform pre-authorization on behalf of their customers.

Pre-Existing Condition Limitation (PCL) does not apply.

## Definitions

**Coinurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Place of Service** - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Professional Services** - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Exclusions

**What's Not Covered (This Is Not All Inclusive; check your plan documents for a complete list)**

- Services that aren't medically necessary
- Experimental or investigational treatments, except for routine patient care costs related to qualified clinical trials as described in your plan document
- Accidental injury that occurs while working for pay or profit
- Sickness for which benefits are paid or payable under any workers' compensation or similar law
- Services provided by government health plans
- Cosmetic surgery, unless it corrects deformities resulting from illness, breast reconstruction surgery after a mastectomy, or congenital defects of a newborn or adopted child or child placed for adoption
- Dental treatments and implants
- Custodial care
- Surgical procedures for the improvement of vision that can be corrected through the use of glasses or contact lenses
- Vision therapy or orthoptic treatment
- Hearing aids
- Reversal of sterilization procedures
- Nonprescription drugs or anti-obesity drugs
- Non-emergency services incurred outside the United States

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## Exclusions

- Bariatric surgery
- Infertility services
- Treatment of TMJ disorders and craniofacial muscle disorders

### These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate, service agreement or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence.

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# DISCRIMINATION IS AGAINST THE LAW

## Medical coverage

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

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
    - Qualified sign language interpreters
    - Written information in other formats (large print, audio, accessible electronic formats, other formats)
  - Provides free language services to people whose primary language is not English, such as:
    - Qualified interpreters
    - Information written in other languages
- If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file

a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.



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## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Danh cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Cigna - برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** – 注意事項:日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711)まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناآشنايان: شماره 711 را شماره‌نگیری کنید).

P6X00

## CIGNA DENTAL CARE® (\*DHMO) PATIENT CHARGE SCHEDULE

This Patient Charge Schedule lists the benefits of the Dental Plan including covered procedures and patient charges.

### Important Highlights

- ▶ This Patient Charge Schedule applies only when covered dental services are performed by your Network Dentist, unless otherwise authorized by Cigna Dental as described in your plan documents. Not all Network Dentists perform all listed services and it is suggested to check with your Network Dentist in advance of receiving services.
- ▶ This Patient Charge Schedule applies to Specialty Care when an appropriate referral is made to a Network Specialty Periodontist or Oral Surgeon. You should verify with the Network Specialty Dentist that your treatment plan has been authorized for payment by Cigna Dental. Prior authorization is not required for specialty referrals for Pediatric, Orthodontic and Endodontic services. You may select a Network Pediatric Dentist for your child under the age of 13 by calling Customer Service at 1.800.Cigna24 to get a list of Network Pediatric Dentists in your area. Coverage for treatment by a Pediatric Dentist ends on your child's 13th birthday; however, exceptions for medical reasons may be considered on an individual basis. Your Network General Dentist will provide care upon your child's 13th birthday.
- ▶ Procedures not listed on this Patient Charge Schedule are not covered and are the patient's responsibility at the dentist's usual fees.
- ▶ The administration of IV sedation, general anesthesia, and/or nitrous oxide is not covered except as specifically listed on this Patient Charge Schedule. The application of local anesthetic is covered as part of your dental treatment.
- ▶ Cigna Dental considers infection control and/or sterilization to be incidental to and part of the charges for services provided and not separately chargeable.



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## **CIGNA DENTAL CARE PATIENT CHARGE SCHEDULE (P6X00)**

### **Important Highlights (Continued)**

- ▶ This Patient Charge Schedule is subject to annual change in accordance with the terms of the group agreement.
- ▶ Procedures listed on the Patient Charge Schedule are subject to the plan limitations and exclusions described in your plan book/certificate of coverage and/or group contract.
- ▶ All patient charges must correspond to the Patient Charge Schedule in effect on the date the procedure is initiated.
- ▶ The American Dental Association may periodically change CDT Codes or definitions. Different codes may be used to describe these covered procedures.

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
Office visit fee – (per patient, per office visit in addition to any other applicable patient charges)		
	Office visit fee	\$0.00
Diagnostic/preventive – Oral evaluations are limited to a combined total of 4 of the following evaluations during a 12 consecutive month period: periodic oral evaluations (D0120), comprehensive oral evaluations (D0150), comprehensive periodontal evaluations (D0180), and oral evaluations for patients under 3 years of age (D0145).		
D9310	Consultation (diagnostic service provided by dentist or physician other than requesting dentist or physician)	\$11.00
D9430	Office visit for observation – No other services performed	\$6.00
D9450	Case presentation – Detailed and extensive treatment planning	\$0.00
D0120	Periodic oral evaluation – Established patient	\$0.00
D0140	Limited oral evaluation – Problem focused	\$0.00
D0145	Oral evaluation for a patient under 3 years of age and counseling with primary caregiver	\$0.00
D0150	Comprehensive oral evaluation – New or established patient	\$0.00
D0160	Detailed and extensive oral evaluation - Problem focused, by report ( <i>limit 2 per calendar year; only covered in conjunction with Temporomandibular Joint (TMJ) evaluation</i> )	\$0.00
D0170	Re-evaluation – Limited, problem focused (established patient; not post-operative visit)	\$0.00
D0171	Re-evaluation – Post-operative office visit	\$0.00
D0180	Comprehensive periodontal evaluation – New or established patient	\$0.00
D0210	X-rays intraoral – Complete series of radiographic images ( <i>limit 1 every 3 years</i> )	\$0.00
D0220	X-rays intraoral – Periapical – First radiographic image	\$0.00
D0230	X-rays intraoral – Periapical – Each additional radiographic image	\$0.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D0240	X-rays intraoral – Occlusal radiographic image	\$0.00
D0250	X-rays extraoral – 2D projection radiographic image created using a stationary radiation source, and detector	\$0.00
D0251	Extra-oral posterior dental radiographic image <i>(limit 1 per calendar year)</i>	\$0.00
D0270	X-rays (bitewing) – Single radiographic image	\$0.00
D0272	X-rays (bitewings) – 2 radiographic images	\$0.00
D0273	X-rays (bitewings) – 3 radiographic images	\$0.00
D0274	X-rays (bitewings) – 4 radiographic images	\$0.00
D0277	X-rays (bitewings, vertical) – 7 to 8 radiographic images	\$0.00
D0330	X-rays (panoramic radiographic image) – <i>(limit 1 every 3 years)</i>	\$0.00
D0350	2D oral/facial photographic images obtained intra-orally or extra-orally	\$0.00
D0351	3D photographic image	\$0.00
D0368	Cone beam CT capture and interpretation for TMJ series including two or more exposures <i>(limit 1 per calendar year; only covered in conjunction with Temporomandibular Joint (TMJ) evaluation)</i>	\$240.00
D0415	Collection of microorganisms for culture and sensitivity	\$0.00
D0425	Caries susceptibility tests	\$0.00
D0431	Oral cancer screening using a special light source	\$50.00
D0460	Pulp vitality tests	\$0.00
D0470	Diagnostic casts	\$0.00
D0472	Pathology report – Gross examination of lesion (only when tooth related)	\$0.00
D0473	Pathology report – Microscopic examination of lesion (only when tooth related)	\$0.00



**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D0474	Pathology report – Microscopic examination of lesion and area (only when tooth related)	\$0.00
D0486	Laboratory accession of brush biopsy sample, microscopic examination, preparation and transmission of written report	\$0.00
D1110	Prophylaxis (cleaning) – Adult <i>(limit 2 per calendar year)</i>	\$0.00
	Additional prophylaxis (cleaning) – In addition to the 2 prophylaxes (cleanings) allowed per calendar year	\$50.00
D1120	Prophylaxis (cleaning) – Child <i>(limit 2 per calendar year)</i>	\$0.00
	Additional prophylaxis (cleaning) – In addition to the 2 prophylaxes (cleanings) allowed per calendar year	\$40.00
D1206	Topical application of fluoride varnish <i>(limit 2 per calendar year). There is a combined limit of a total of 2 D1206s and/or D1208s per calendar year.</i>	\$0.00
	Additional topical application of fluoride varnish in addition to any combination of two (2) D1206s (topical application of fluoride varnish) and/or D1208s (topical application of fluoride - excluding varnish) per calendar year	\$15.00
D1208	Topical application of fluoride - Excluding varnish <i>(limit 2 per calendar year) There is a combined limit of a total of 2 D1208s and/or D1206s per calendar year.</i>	\$0.00
	Additional topical application of fluoride - Excluding varnish - In addition to any combination of two (2) D1206s (topical applications of fluoride varnish) and/or D1208s (topical application of fluoride - excluding varnish) per calendar year	\$15.00
D1310	Nutritional counseling for control of dental disease	\$0.00
D1320	Tobacco counseling for the control and prevention of oral disease	\$0.00
D1330	Oral hygiene instructions	\$0.00
D1351	Sealant – Per tooth	\$11.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D1352	Preventive resin restoration in a moderate to high caries risk patient – Permanent tooth	\$11.00
D1353	Sealant repair – Per tooth	\$7.00
D1354	Interim caries arresting medicament application	\$0.00
D1510	Space maintainer – Fixed – Unilateral	\$30.00
D1515	Space maintainer – Fixed – Bilateral	\$30.00
D1520	Space maintainer – Removable – Unilateral	\$40.00
D1525	Space maintainer – Removable – Bilateral	\$40.00
D1550	Re-cement or re-bond space maintainer	\$6.00
D1555	Removal of fixed space maintainer	\$6.00
D1575	Distal shoe space maintainer – Fixed – Unilateral	\$33.00
<b>Restorative (fillings, including polishing)</b>		
D2140	Amalgam – 1 surface, primary or permanent	\$0.00
D2150	Amalgam – 2 surfaces, primary or permanent	\$0.00
D2160	Amalgam – 3 surfaces, primary or permanent	\$0.00
D2161	Amalgam – 4 or more surfaces, primary or permanent	\$0.00
D2330	Resin-based composite – 1 surface, anterior	\$0.00
D2331	Resin-based composite – 2 surfaces, anterior	\$0.00
D2332	Resin-based composite – 3 surfaces, anterior	\$0.00
D2335	Resin-based composite – 4 or more surfaces or involving incisal angle, anterior	\$0.00
D2390	Resin-based composite crown, anterior	\$40.00
D2391	Resin-based composite – 1 surface, posterior	\$65.00
D2392	Resin-based composite – 2 surfaces, posterior	\$75.00
D2393	Resin-based composite – 3 surfaces, posterior	\$85.00

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**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D2394	Resin-based composite – 4 or more surfaces, posterior	\$95.00
<p>Crown and bridge – All charges for crowns and bridges (fixed partial dentures) are per unit (each replacement or supporting tooth equals 1 unit). Coverage for replacement of crowns and bridges is limited to 1 every 5 years.</p> <p>For single crowns, retainer (“abutment”) crowns, and pontics: The charges below include the cost of predominantly base metal alloy. You may be charged up to these additional amounts, based on the type of material the dentist uses for your restoration:</p> <ul style="list-style-type: none"> <li>• No more than \$150.00 per tooth for any noble metal alloys, high noble metal alloys, titanium or titanium alloys</li> <li>• No more than \$75.00 per tooth for any porcelain fused to metal (only on molar teeth)</li> <li>• Porcelain/ceramic substrate crowns on molar teeth are not covered.</li> </ul> <p>In addition, you may be charged up to these additional amounts:</p> <ul style="list-style-type: none"> <li>• No more than \$100.00 per tooth if an indirectly fabricated (“cast”) post and core is made of high noble metal alloy</li> <li>• No more than \$150.00 per tooth/unit for crowns, inlays, onlays, post and cores, and veneers if your dentist uses same day in-office CAD/CAM (ceramic) services. Same day in-office CAD/CAM (ceramic) services refer to dental restorations that are created in the dental office by the use of a digital impression and an in-office CAD/CAM milling machine.</li> </ul> <p>Complex rehabilitation – An additional \$125 charge per unit for multiple crown units/ complex rehabilitation (6 or more units of crown and/or bridge in same treatment plan requires complex rehabilitation for each unit – ask your dentist for the guidelines)</p>		
D2510	Inlay – Metallic – 1 surface	\$220.00
D2520	Inlay – Metallic – 2 surfaces	\$220.00
D2530	Inlay – Metallic – 3 or more surfaces	\$220.00
D2542	Onlay – Metallic – 2 surfaces	\$220.00
D2543	Onlay – Metallic – 3 surfaces	\$220.00
D2544	Onlay – Metallic – 4 or more surfaces	\$220.00
D2610	Inlay – Porcelain/ceramic, 1 surface	\$215.00
D2620	Inlay – Porcelain/ceramic, 2 surfaces	\$215.00
D2630	Inlay – Porcelain/ceramic, 3 or more surfaces	\$215.00
D2642	Onlay – Porcelain/ceramic, 2 surfaces	\$215.00
D2643	Onlay – Porcelain/ceramic, 3 surfaces	\$215.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D2644	Onlay – Porcelain/ceramic, 4 or more surfaces	\$215.00
D2650	Inlay – Resin-based composite, 1 surface	\$205.00
D2651	Inlay – Resin-based composite, 2 surfaces	\$205.00
D2652	Inlay – Resin-based composite, 3 or more surfaces	\$205.00
D2662	Onlay – Resin-based composite, 2 surfaces	\$205.00
D2663	Onlay – Resin-based composite, 3 surfaces	\$205.00
D2664	Onlay – Resin-based composite, 4 or more surfaces	\$205.00
D2710	Crown – Resin-based composite, indirect	\$205.00
D2712	Crown – 3/4 resin-based composite, indirect	\$205.00
D2720	Crown – Resin with high noble metal	\$220.00
D2721	Crown – Resin with predominantly base metal	\$205.00
D2722	Crown – Resin with noble metal	\$220.00
D2740	Crown – Porcelain/ceramic substrate	\$255.00
D2750	Crown – Porcelain fused to high noble metal	\$230.00
D2751	Crown – Porcelain fused to predominantly base metal	\$215.00
D2752	Crown – Porcelain fused to noble metal	\$230.00
D2780	Crown – 3/4 cast high noble metal	\$220.00
D2781	Crown – 3/4 cast predominantly base metal	\$205.00
D2782	Crown – 3/4 cast noble metal	\$220.00
D2783	Crown – 3/4 porcelain/ceramic	\$215.00
D2790	Crown – Full cast high noble metal	\$220.00
D2791	Crown – Full cast predominantly base metal	\$205.00
D2792	Crown – Full cast noble metal	\$220.00
D2794	Crown – Titanium	\$220.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D2799	Provisional crown	\$100.00
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	\$0.00
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	\$0.00
D2920	Re-cement or re-bond crown	\$0.00
D2929	Prefabricated porcelain/ceramic crown - Primary tooth	\$120.00
D2930	Prefabricated stainless steel crown – Primary tooth	\$30.00
D2931	Prefabricated stainless steel crown – Permanent tooth	\$30.00
D2932	Prefabricated resin crown	\$40.00
D2933	Prefabricated stainless steel crown with resin window	\$40.00
D2934	Prefabricated esthetic coated stainless steel crown – Primary tooth	\$120.00
D2940	Protective restoration	\$6.00
D2941	Interim therapeutic restoration - Primary dentition	\$6.00
D2950	Core buildup – Including any pins	\$55.00
D2951	Pin retention – Per tooth – In addition to restoration	\$10.00
D2952	Post and core – In addition to crown, indirectly fabricated	\$55.00
D2953	Each additional indirectly prefabricated post – Same tooth	\$55.00
D2954	Prefabricated post and core – In addition to crown	\$35.00
D2957	Each additional prefabricated post – Same tooth	\$35.00
D2960	Labial veneer (resin laminate) – Chairside	\$250.00
D2971	Additional procedures to construct new crown under existing partial denture framework	\$55.00
D2980	Crown repair, necessitated by restorative material failure	\$17.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D6210	Pontic – Cast high noble metal	\$220.00
D6211	Pontic – Cast predominantly base metal	\$205.00
D6212	Pontic – Cast noble metal	\$220.00
D6214	Pontic – Titanium	\$220.00
D6240	Pontic – Porcelain fused to high noble metal	\$210.00
D6241	Pontic – Porcelain fused to predominantly base metal	\$195.00
D6242	Pontic – Porcelain fused to noble metal	\$210.00
D6245	Pontic – Porcelain/ceramic	\$195.00
D6250	Pontic – Resin with high noble metal	\$220.00
D6251	Pontic – Resin with predominantly base metal	\$205.00
D6252	Pontic – Resin with noble metal	\$220.00
D6253	Provisional Pontic	\$205.00
D6545	Retainer – Cast metal for resin bonded fixed prosthesis	\$205.00
D6600	Retainer inlay – Porcelain/ceramic, 2 surfaces	\$215.00
D6601	Retainer inlay – Porcelain/ceramic, 3 or more surfaces	\$215.00
D6602	Retainer inlay – Cast high noble metal, 2 surfaces	\$220.00
D6603	Retainer inlay – Cast high noble metal, 3 or more surfaces	\$220.00
D6604	Retainer inlay – Cast predominantly base metal, 2 surfaces	\$205.00
D6605	Retainer inlay – Cast predominantly base metal, 3 or more surfaces	\$205.00
D6606	Retainer inlay – Cast noble metal, 2 surfaces	\$220.00
D6607	Retainer inlay – Cast noble metal, 3 or more surfaces	\$220.00
D6608	Retainer onlay – Porcelain/ceramic, 2 surfaces	\$215.00
D6609	Retainer onlay – Porcelain/ceramic, 3 or more surfaces	\$215.00

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**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D6610	Retainer onlay – Cast high noble metal, 2 surfaces	\$220.00
D6611	Retainer onlay – Cast high noble metal, 3 or more surfaces	\$220.00
D6612	Retainer onlay – Cast predominantly base metal, 2 surfaces	\$205.00
D6613	Retainer onlay – Cast predominantly base metal, 3 or more surfaces	\$205.00
D6614	Retainer onlay – Cast noble metal, 2 surfaces	\$220.00
D6615	Retainer onlay – Cast noble metal, 3 or more surfaces	\$220.00
D6624	Retainer inlay – Titanium	\$210.00
D6634	Retainer onlay – Titanium	\$195.00
D6710	Retainer crown – Indirect resin based composite	\$205.00
D6720	Retainer crown – Resin with high noble metal	\$220.00
D6721	Retainer crown – Resin with predominantly base metal	\$205.00
D6722	Retainer crown – Resin with noble metal	\$220.00
D6740	Retainer crown – Porcelain/ceramic	\$195.00
D6750	Retainer crown – Porcelain fused to high noble metal	\$210.00
D6751	Retainer crown – Porcelain fused to predominantly base metal	\$195.00
D6752	Retainer crown – Porcelain fused to noble metal	\$210.00
D6780	Retainer crown – 3/4 cast high noble metal	\$220.00
D6781	Retainer crown – 3/4 cast predominantly base metal	\$205.00
D6782	Retainer crown – 3/4 cast noble metal	\$220.00
D6783	Retainer crown – 3/4 porcelain/ceramic	\$195.00
D6790	Retainer crown – Full cast high noble metal	\$220.00
D6791	Retainer crown – Full cast predominantly base metal	\$205.00
D6792	Retainer crown – Full cast noble metal	\$220.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D6794	Retainer crown – Titanium	\$220.00
D6930	Re-cement or re-bond fixed partial denture	\$0.00
D6950	Precision attachment	\$195.00
<b>Endodontics (root canal treatment, excluding final restorations)</b>		
D3110	Pulp cap – Direct (excluding final restoration)	\$0.00
D3120	Pulp cap – Indirect (excluding final restoration)	\$0.00
D3220	Pulpotomy – Removal of pulp, not part of a root canal	\$11.00
D3221	Pulpal debridement (not to be used when root canal is done on the same day)	\$50.00
D3222	Partial pulpotomy for apexogenesis – Permanent tooth with incomplete root development	\$17.00
D3230	Pulpal therapy (resorbable filling) – Anterior, primary tooth (excluding final restoration)	\$35.00
D3240	Pulpal therapy (resorbable filling) – Posterior, primary tooth (excluding final restoration)	\$40.00
D3310	Anterior root canal – Permanent tooth (excluding final restoration)	\$90.00
D3320	Bicuspid root canal – Permanent tooth (excluding final restoration)	\$135.00
D3330	Molar root canal – Permanent tooth (excluding final restoration)	\$275.00
D3331	Treatment of root canal obstruction – Nonsurgical access	\$95.00
D3332	Incomplete endodontic therapy – Inoperable, unrestorable or fractured tooth	\$80.00
D3333	Internal root repair of perforation defects	\$95.00
D3346	Retreatment of previous root canal therapy – Anterior	\$150.00
D3347	Retreatment of previous root canal therapy – Bicuspid	\$195.00
D3348	Retreatment of previous root canal therapy – Molar	\$310.00

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**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D3351	Apexification/recalcification – Initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	\$85.00
D3352	Apexification/recalcification – Interim medication replacement (apical closure/calcific repair of perforations, root resorption, etc.)	\$75.00
D3353	Apexification/recalcification – Final visit (includes completed root canal therapy – Apical closure/calcific repair of perforations, root resorption, etc.)	\$75.00
D3410	Apicoectomy/periradicular surgery – Anterior	\$105.00
D3421	Apicoectomy/periradicular surgery – Bicuspid (first root)	\$105.00
D3425	Apicoectomy/periradicular surgery – Molar (first root)	\$105.00
D3426	Apicoectomy/periradicular surgery (each additional root)	\$70.00
D3427	Periradicular surgery without apicoectomy	\$105.00
D3430	Retrograde filling per root	\$70.00
D3450	Root amputation – Per root	\$105.00
D3920	Hemisection (including any root removal), not including root canal therapy	\$100.00
<p><b>Periodontics (treatment of supporting tissues (gum and bone) of the teeth) - Periodontal regenerative procedures are limited to 1 regenerative procedure per site (or per tooth, if applicable), when covered on the Patient Charge Schedule. The relevant procedure codes are D4263, D4264, D4266 and D4267. Localized delivery of antimicrobial agents is limited to 8 teeth (or 8 sites, if applicable) per 12 consecutive months, when covered on the Patient Charge Schedule.</b></p>		
D4210	Gingivectomy or gingivoplasty – 4 or more teeth per quadrant	\$145.00
D4211	Gingivectomy or gingivoplasty – 1 to 3 teeth per quadrant	\$90.00
D4212	Gingivectomy or gingivoplasty to allow access for restorative procedure, per tooth	\$90.00
D4240	Gingival flap (including root planing) – 4 or more teeth per quadrant	\$165.00
D4241	Gingival flap (including root planing) – 1 to 3 teeth per quadrant	\$125.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D4245	Apically positioned flap	\$185.00
D4249	Clinical crown lengthening – Hard tissue	\$140.00
D4260	Osseous surgery – 4 or more teeth per quadrant	\$325.00
D4261	Osseous surgery – 1 to 3 teeth per quadrant	\$250.00
D4263	Bone replacement graft – Retained natural tooth - First site in quadrant	\$230.00
D4264	Bone replacement graft – Retained natural tooth - Each additional site in quadrant	\$105.00
D4265	Biologic materials to aid in soft and osseous tissue regeneration	\$95.00
D4266	Guided tissue regeneration – Resorbable barrier per site	\$215.00
D4267	Guided tissue regeneration – Nonresorbable barrier per site (includes membrane removal)	\$255.00
D4270	Pedicle soft tissue graft procedure	\$270.00
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant or edentulous tooth position	\$75.00
D4274	Mesial/distal wedge procedure single tooth (when not performed in conjunction with surgical procedures in the same anatomical area)	\$80.00
D4275	Non-autogenous connective tissue graft (including recipient site and donor material) first tooth, implant, or edentulous tooth position in graft	\$420.00
D4277	Free soft tissue graft procedure (including recipient and donor surgical sites), first tooth, implant or edentulous ( <i>missing</i> ) tooth position in graft	\$270.00
D4278	Free soft tissue graft procedure (including recipient and donor surgical sites), each additional contiguous tooth, implant or edentulous ( <i>missing</i> ) tooth position in same graft site	\$135.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D4283	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – Each additional contiguous tooth, implant or edentulous tooth position in same graft site	\$38.00
D4285	Non-autogenous connective tissue graft procedure (including recipient surgical site and donor materials) – Each additional contiguous tooth, implant or edentulous tooth position in same graft site	\$210.00
D4341	Periodontal scaling and root planing – 4 or more teeth per quadrant <i>(limit 4 quadrants per consecutive 12 months)</i>	\$45.00
D4342	Periodontal scaling and root planing – 1 to 3 teeth per quadrant <i>(limit 4 quadrants per consecutive 12 months)</i>	\$35.00
D4346	Scaling in presence of generalized moderate or severe gingival inflammation – Full mouth, after oral evaluation <i>(limit 1 per calendar year)</i>	\$0.00
	Additional scaling in presence of generalized moderate or severe gingival inflammation – Full mouth, after oral evaluation <i>(limit 2 per calendar year)</i>	\$50.00
D4355	Full mouth debridement to allow evaluation and diagnosis <i>(1 per lifetime)</i>	\$45.00
D4381	Localized delivery of antimicrobial agents per tooth	\$60.00
D4910	Periodontal maintenance <i>(limit 4 per calendar year) (only covered after active therapy)</i>	\$35.00
	Additional periodontal maintenance procedures (beyond 4 per calendar year)	\$65.00
	Periodontal charting for planning treatment of periodontal disease	\$0.00
	Periodontal hygiene instruction	\$0.00
<b>Prosthetics (removable tooth replacement – dentures) - Includes up to 4 adjustments within first 6 months after insertion – Replacement limit 1 every 5 years. Characterization</b>		

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
is considered an upgrade with maximum additional charge to the member of \$200.00 per denture.		
D5110	Full upper denture	\$185.00
D5120	Full lower denture	\$185.00
D5130	Immediate full upper denture	\$205.00
D5140	Immediate full lower denture	\$205.00
D5211	Upper partial denture – Resin base (including clasps, rests and teeth)	\$185.00
D5212	Lower partial denture – Resin base (including clasps, rests and teeth)	\$185.00
D5213	Upper partial denture – Cast metal framework (including clasps, rests and teeth)	\$200.00
D5214	Lower partial denture – Cast metal framework (including clasps, rests and teeth)	\$200.00
D5221	Immediate maxillary partial denture – Resin base (including any conventional clasps, rests and teeth)	\$185.00
D5222	Immediate mandibular partial denture – Resin base (including conventional clasps, rests and teeth)	\$185.00
D5223	Immediate maxillary partial denture – Cast metal framework with resin denture base (including any conventional clasps, rests and teeth)	\$200.00
D5224	Immediate mandibular partial denture – Cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)	\$200.00
D5225	Upper partial denture – Flexible base (including clasps, rests and teeth)	\$165.00
D5226	Lower partial denture – Flexible base (including clasps, rests and teeth)	\$165.00
D5281	Removable unilateral partial denture – One piece cast metal including clasps and teeth)	\$185.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D5410	Adjust complete denture – Upper	\$11.00
D5411	Adjust complete denture – Lower	\$11.00
D5421	Adjust partial denture – Upper	\$11.00
D5422	Adjust partial denture – Lower	\$11.00
D5850	Tissue conditioning – Upper	\$11.00
D5851	Tissue conditioning – Lower	\$11.00
D5862	Precision attachment – By report	\$160.00
<b>Repairs to prosthetics</b>		
D5510	Repair broken complete denture base	\$35.00
D5520	Replace missing or broken teeth – Complete denture (each tooth)	\$35.00
D5610	Repair resin denture base	\$35.00
D5620	Repair cast framework	\$35.00
D5630	Repair or replace broken clasp - Per tooth	\$40.00
D5640	Replace broken teeth – Per tooth	\$35.00
D5650	Add tooth to existing partial denture	\$35.00
D5660	Add clasp to existing partial denture - Per tooth	\$40.00
D5670	Replace all teeth and acrylic on cast metal framework – Upper	\$185.00
D5671	Replace all teeth and acrylic on cast metal framework – Lower	\$185.00
<b>Denture relining (limit 1 every 36 months)</b>		
D5710	Rebase complete upper denture	\$70.00
D5711	Rebase complete lower denture	\$70.00
D5720	Rebase upper partial denture	\$70.00
D5721	Rebase lower partial denture	\$70.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D5730	Reline complete upper denture – Chairside	\$40.00
D5731	Reline complete lower denture – Chairside	\$40.00
D5740	Reline upper partial denture – Chairside	\$40.00
D5741	Reline lower partial denture – Chairside	\$40.00
D5750	Reline complete upper denture – Laboratory	\$70.00
D5751	Reline complete lower denture – Laboratory	\$70.00
D5760	Reline upper partial denture – Laboratory	\$70.00
D5761	Reline lower partial denture – Laboratory	\$70.00
<b>Interim dentures (limit 1 every 5 years)</b>		
D5810	Interim complete denture – Upper	\$255.00
D5811	Interim complete denture – Lower	\$255.00
D5820	Interim partial denture – Upper	\$85.00
D5821	Interim partial denture – Lower	\$85.00
<p><b>Implant/abutment supported prosthetics – All charges for crowns and bridges (fixed partial dentures) are per unit (each replacement on a supporting implant(s) equals 1 unit). Coverage for replacement of crowns and bridges and implant supported dentures is limited to 1 every 5 years.</b></p> <p><b>For single crowns, retainer (“abutment”) crowns, and pontics: The charges below include the cost of predominantly base metal alloy. You may be charged up to these additional amounts, based on the type of material the dentist uses for your restoration:</b></p> <ul style="list-style-type: none"> <li>• No more than \$150.00 per tooth for any noble metal alloys, high noble metal alloys, titanium or titanium alloys</li> <li>• No more than \$75.00 per tooth for any porcelain fused to metal (only on molar teeth)</li> <li>• Porcelain/ceramic substrate crowns on molar teeth are not covered.</li> </ul> <p><b>In addition, you may be charged up to these additional amounts:</b></p> <ul style="list-style-type: none"> <li>• No more than \$100.00 per tooth if an indirectly fabricated (“cast”) post and core is made of high noble metal alloy</li> <li>• No more than \$150.00 per tooth/unit for crowns, inlays, onlays, post and cores, and veneers if your dentist uses same day in-office CAD/CAM (ceramic) services. Same day in-office CAD/CAM (ceramic) services refer to dental restorations that are created in the dental office by the use of a digital impression and an in-office CAD/CAM milling machine.</li> </ul>		

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
Complex rehabilitation on implant/abutment supported prosthetic procedures – An additional \$125 charge per unit for multiple crown units/complex rehabilitation (6 or more units of crown and/or bridge in same treatment plan requires complex rehabilitation for each unit – ask your dentist for the guidelines)		
D6058	Abutment supported porcelain/ceramic crown	\$595.00
D6059	Abutment supported porcelain fused to metal crown (high noble metal)	\$720.00
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)	\$555.00
D6061	Abutment supported porcelain fused to metal crown (noble metal)	\$720.00
D6062	Abutment supported cast metal crown (high noble metal)	\$670.00
D6063	Abutment supported cast metal crown (predominantly base metal)	\$505.00
D6064	Abutment supported cast metal crown (noble metal)	\$670.00
D6065	Implant supported porcelain/ceramic crown	\$595.00
D6066	Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal)	\$720.00
D6067	Implant supported metal crown (titanium, titanium alloy, high noble metal)	\$670.00
D6068	Abutment supported retainer for porcelain/ceramic fixed partial denture	\$535.00
D6069	Abutment supported retainer for porcelain fused to metal fixed partial denture (high noble metal)	\$700.00
D6070	Abutment supported retainer for porcelain fused to metal fixed partial denture (predominantly base metal)	\$535.00
D6071	Abutment supported retainer for porcelain fused to metal fixed partial denture (noble metal)	\$700.00
D6072	Abutment supported retainer for cast metal fixed partial denture (high noble metal)	\$670.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D6073	Abutment supported retainer for cast metal fixed partial denture (predominantly base metal)	\$505.00
D6074	Abutment supported retainer for cast metal fixed partial denture (noble metal)	\$670.00
D6075	Implant supported retainer for ceramic fixed partial denture	\$535.00
D6076	Implant supported retainer for porcelain fused to metal fixed partial denture (titanium, titanium alloy, high noble metal)	\$700.00
D6077	Implant supported retainer for cast metal fixed partial denture (titanium, titanium alloy, high noble metal)	\$670.00
D6085	Provisional implant crown	\$100.00
D6092	Re-cement implant/abutment supported crown	\$40.00
D6093	Re-cement implant/abutment supported fixed partial denture	\$40.00
D6094	Abutment supported crown (titanium)	\$670.00
D6110	Implant /abutment supported removable denture for edentulous arch – Maxillary	\$685.00
D6111	Implant /abutment supported removable denture for edentulous arch – Mandibular	\$685.00
D6112	Implant /abutment supported removable denture for partially edentulous arch – Maxillary	\$700.00
D6113	Implant /abutment supported removable denture for partially edentulous arch – Mandibular	\$700.00
D6114	Implant /abutment supported fixed denture for edentulous arch – Maxillary	\$685.00
D6115	Implant /abutment supported fixed denture for edentulous arch – Mandibular	\$685.00
D6116	Implant /abutment supported fixed denture for partially edentulous arch – Maxillary	\$700.00
D6117	Implant /abutment supported fixed denture for partially edentulous arch – Mandibular	\$700.00



**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D6194	Abutment supported retainer crown for fixed partial denture (titanium)	\$670.00
<b>Oral surgery (includes routine postoperative treatment) - Surgical removal of impacted tooth – Not covered for ages below 15 unless pathology (disease) exists.</b>		
D7111	Extraction of coronal remnants – Deciduous tooth	\$6.00
D7140	Extraction, erupted tooth or exposed root – Elevation and/or forceps removal	\$6.00
D7210	Extraction, erupted tooth – Removal of bone and/or section of tooth	\$35.00
D7220	Removal of impacted tooth – Soft tissue	\$55.00
D7230	Removal of impacted tooth – Partially bony	\$80.00
D7240	Removal of impacted tooth – Completely bony	\$100.00
D7241	Removal of impacted tooth – Completely bony, unusual complications (narrative required)	\$125.00
D7250	Removal of residual tooth roots – Cutting procedure	\$45.00
D7251	Coronectomy - Intentional partial tooth removal	\$80.00
D7260	Oroantral fistula closure	\$125.00
D7261	Primary closure of a sinus perforation	\$125.00
D7270	Tooth stabilization of accidentally evulsed or displaced tooth	\$95.00
D7280	Exposure of an unerupted tooth ( <i>excluding wisdom teeth</i> )	\$100.00
D7283	Placement of device to facilitate eruption of impacted tooth	\$100.00
D7285	Incisional biopsy of oral tissue – Hard (bone, tooth) ( <i>tooth related – not allowed when in conjunction with another surgical procedure</i> )	\$0.00
D7286	Incisional biopsy of oral tissue – Soft (all others) ( <i>tooth related – not allowed when in conjunction with another surgical procedure</i> )	\$0.00
D7287	Exfoliative cytological sample collection	\$50.00
D7288	Brush biopsy – Transepithelial sample collection	\$50.00

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**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D7310	Alveoloplasty in conjunction with extractions – 4 or more teeth or tooth spaces per quadrant	\$55.00
D7311	Alveoloplasty in conjunction with extractions – 1 to 3 teeth or tooth spaces per quadrant	\$55.00
D7320	Alveoloplasty not in conjunction with extractions – 4 or more teeth or tooth spaces per quadrant	\$80.00
D7321	Alveoloplasty not in conjunction with extractions – 1 to 3 teeth or tooth spaces per quadrant	\$80.00
D7450	Removal of benign odontogenic cyst or tumor – Up to 1.25 cm	\$0.00
D7451	Removal of benign odontogenic cyst or tumor – Greater than 1.25 cm	\$0.00
D7471	Removal of lateral exostosis – Maxilla or mandible	\$90.00
D7472	Removal of torus palatinus	\$70.00
D7473	Removal of torus mandibularis	\$70.00
D7485	Reduction of osseous tuberosity	\$60.00
D7510	Incision and drainage of abscess – Intraoral soft tissue	\$35.00
D7511	Incision and drainage of abscess – Intraoral soft tissue complicated	\$35.00
D7520	Incision and drainage of abscess – Extraoral soft tissue	\$35.00
D7521	Incision and drainage of abscess – Extraoral soft tissue – Complicated (includes drainage of multiple fascial spaces)	\$35.00
D7880	Occlusal orthotic device, by report - <i>(limit 1 per 24 months; only covered in conjunction with Temporomandibular Joint (TMJ) treatment)</i>	\$175.00
D7881	Occlusal orthotic device adjustment	\$11.00
D7910	Suture of recent small wounds up to 5cm	\$30.00
D7960	Frenulectomy – Also known as frenectomy or frenotomy – Separate procedure not incidental to another procedure	\$45.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D7963	Frenuloplasty	\$45.00
Orthodontics (tooth movement) - Orthodontic treatment (Maximum benefit of 24 months of interceptive and/or comprehensive treatment. Atypical cases or cases beyond 24 months require an additional payment by the patient.)		
D8050	Interceptive orthodontic treatment of the primary dentition – Banding	\$440.00
D8060	Interceptive orthodontic treatment of the transitional dentition – Banding	\$440.00
D8070	Comprehensive orthodontic treatment of the transitional dentition – Banding	\$440.00
D8080	Comprehensive orthodontic treatment of the adolescent dentition – Banding	\$440.00
D8090	Comprehensive orthodontic treatment of the adult dentition – Banding	\$440.00
D8210	Removable appliance therapy	\$0.00
D8220	Fixed appliance therapy	\$0.00
D8660	Pre-orthodontic treatment examination to monitor growth and development	\$125.00
D8670	Periodic orthodontic treatment visit Children – Up to 19th birthday: 24-month treatment fee	\$1,464.00
	Charge per month for 24 months	\$61.00
	Adults: 24-month treatment fee	\$2,160.00
	Charge per month for 24 months	\$90.00
D8680	Orthodontic retention – Removal of appliances, construction and placement of retainer(s)	\$285.00
D8681	Removable orthodontic retainer adjustment	\$0.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
D8693	Re-cement or re-bond fixed retainer	\$0.00
D8694	Repair of fixed retainers, includes reattachment	\$0.00
D8999	Unspecified orthodontic procedure – By report ( <i>orthodontic treatment plan and records</i> )	\$280.00
<p>General anesthesia/IV sedation – General anesthesia is covered when performed by an oral surgeon when medically necessary for covered procedures listed on the Patient Charge Schedule. IV sedation is covered when performed by a periodontist or oral surgeon when medically necessary for covered procedures listed on the Patient Charge Schedule. Plan limitation for this benefit is 1 hour per appointment. There is no coverage for general anesthesia or IV sedation when used for the purpose of anxiety control or patient management.</p>		
D9211	Regional block anesthesia	\$0.00
D9212	Trigeminal division block anesthesia	\$0.00
D9215	Local anesthesia	\$0.00
D9223	Deep sedation/general anesthesia – Each 15 minute increment	\$80.00
D9243	Intravenous moderate (conscious) sedation/analgesia – Each 15 minute increment	\$80.00
D9610	Therapeutic parenteral drug, single administration	\$15.00
D9612	Therapeutic parenteral drugs, 2 or more administrations, different medications	\$25.00
D9630	Drugs or medicaments dispensed in the office for home use	\$15.00
D9910	Application of desensitizing medicament	\$15.00
<b>Emergency services</b>		
D9110	Palliative (emergency) treatment of dental pain – Minor procedure	\$6.00
D9120	Fixed partial denture sectioning	\$0.00
D9440	Office visit – After regularly scheduled hours	\$35.00

**CIGNA DENTAL CARE  
PATIENT CHARGE SCHEDULE (P6X00)**

<b>Code</b>	<b>Procedure Description</b>	<b>Patient Charge</b>
Miscellaneous services		
D9940	Occlusal guard – By report ( <i>limit 1 per 24 months</i> )	\$110.00
D9941	Fabrication of athletic mouthguard ( <i>limit 1 per 12 months</i> )	\$110.00
D9942	Repair and/or reline of occlusal guard	\$40.00
D9943	Occlusal guard adjustment	\$0.00
D9951	Occlusal adjustment – Limited	\$40.00
D9952	Occlusal adjustment – Complete	\$65.00
D9975	External bleaching for home application, per arch; includes materials and fabrication of custom trays ( <i>all other methods of bleaching are not covered</i> )	\$125.00
<p>This may contain CDT Dental Procedure Codes and/or portions of, or excerpts from the Code on Dental Procedures and Nomenclature (CDT Code) contained within the current version of the "Dental Procedure Codes", a copyrighted publication provided by the American Dental Association. The American Dental Association does not endorse any codes which are not included in its current publication.</p>		

## After your enrollment is effective:

Call the dental office identified in your Welcome Kit. If you wish to change dental offices, a transfer can be arranged at no charge by calling Cigna Dental at the toll free number listed on your ID card or plan materials.

Multiple ways to locate a (\*DHMO) Network General Dentist:

- › Online provider directory at **Cigna.com**
- › Online provider directory on **myCigna.com**
- › Call the number located on your ID card to:
  - Use the Dental Office Locator via Speech Recognition
  - Speak to a Customer Service Representative

**EMERGENCY:** If you have a dental emergency as defined in your group's plan documents, contact your Network General Dentist as soon as possible. If you are out of your service area or unable to contact your Network Office, emergency care can be rendered by any licensed dentist. Definitive treatment (e.g., root canal) is not considered emergency care and should be performed or referred by your Network General Dentist. Consult your group's plan documents for a complete definition of dental emergency, your emergency benefit and a listing of Exclusions and Limitations.



\* The term "DHMO" is used to refer to product designs that may differ by state of residence of enrollee, including but not limited to, prepaid plans, managed care plans, and plans with open access features.

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Cigna Healthcare Financial Exhibit for:  
**Town of Surfside**  
**DPPO**  
**Effective Date: October 01, 2021**



This is a summary of benefits for your dental plan.  
 All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.  
 Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Plan Design	Total Cigna DPPO	Out-of-Network
<b>Calendar Year Maximum</b> (Class I, II, III Expenses)	<b>Progressive Plan</b>	
	Class I Applies Year 1: \$2000, Year 2: \$2150 Year 3: \$2300, Year 4: \$2450	Class I Applies Year 1: \$2000, Year 2: \$2150 Year 3: \$2300, Year 4: \$2450
<b>Calendar Year Deductible</b>		
Per Individual	\$50	\$50
Per Family	\$150	\$150
<b>Class I Expenses - Preventive &amp; Diagnostic Care</b>		
Oral Exams Cleanings Routine X-rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Non-Routine X-rays Emergency Care to Relieve Pain	100%, No Deductible	100%, No Deductible
<b>Class II Expenses - Basic Restorative Care</b>		
Fillings (Amalgam and composite on all teeth) Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Surgical Extraction of Impacted Teeth Anesthetics Minor Periodontics Major Periodontics Root Canal Therapy / Endodontics Relines, Rebases, and Adjustments Brush Biopsy	90%, After Deductible	90%, After Deductible
<b>Class III Expenses - Major Restorative Care</b>		
Repairs - Bridges, Crowns, and Inlays Repairs - Dentures Crowns/Inlays/Onlays Stainless Steel/Resin Crowns Dentures Bridges	60%, After Deductible	60%, After Deductible
<b>Class IV Expenses - Orthodontia</b>		
Coverage for Eligible Children Only Lifetime Maximum	50%, No Ortho Deductible \$1500	50%, No Ortho Deductible \$1500
<b>Dental Plan Reimbursement Levels</b>	Based on Contracted Fees	90th Percentile of Allowed Charges***
<b>Additional Member Responsibility in excess of Coinsurance</b>	None	Yes, the difference between the member's dentist's billed charges and the dental plan reimbursement level***
<b>Student/Dependent Age</b>	26/26	
<b>Progression</b>	Members progress to the next level by utilizing Class I services in the prior year.	

P0010 Network. Prepared by Underwriting.



**Town of Surfside**

**DPPO**

Effective Date: October 01, 2021



**Cigna Dental PPO / Indemnity Exclusions and Limitations:**

Procedure	Exclusions & Limitations
Exams	Two per calendar year
Prophylaxis (cleanings)	Two per calendar year
Fluoride	1 per calendar year for people under 19
X-Rays (routine)	Bitewings: 2 per calendar year
X-Rays (non-routine)	Full mouth: 1 every 3 calendar years. Panorex: 1 every 3 calendar years
Cone Beams	Not covered
Model	Payable only when in conjunction with Ortho workup
Minor Perio (non-surgical)	Various limitations depending on the service
Perio Surgery	Various limitations depending on the service
Crowns and Inlays	Replacement every 5 years
Prosthesis over Implants	1 per 5 years if unserviceable and cannot be repaired. Benefits are based on the amount payable for non-precious metals. No porcelain or white/tooth colored material on molar crowns or bridges.
Bridges	Replacement every 5 years
Dentures and Partial	Replacement every 5 years
Relines, Rebases	Covered if more than 6 months after installation
Adjustments	Covered if more than 6 months after installation
Repairs - Bridges	Reviewed if more than once
Repairs - Dentures	Reviewed if more than once
Sealants	Limited to posterior tooth. One treatment per tooth every three years up to age 14
Space Maintainers	Limited to non-Orthodontic treatment. No frequency limit for participants under age 19.
Alternate Benefit	When more than one covered Dental Service could provide suitable treatment based on common dental standards, Cigna HealthCare will determine the covered Dental Service on which payment will be based and the expenses that will be included as Covered Expenses.
Orthodontia	For dependent children, up to age 19
Missing Tooth Provision	The amount payable is 50% of the amount otherwise payable until insured for 12 months; thereafter, considered a Class III expense
Late Entrant Limit	50% coverage on Class III and IV (if applicable) for 12 months
Pre-Treatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed

**Benefit Exclusions:**

- \* Services performed primarily for cosmetic reasons
- \* Replacement of a lost or stolen appliance
- \* Replacement of a bridge or denture within five years following the date of its original installation
- \* Replacement of a bridge or denture which can be made useable according to accepted dental standards
- \* Procedures, appliances or restorations, other than full dentures, whose main purpose is to change vertical dimension, diagnose or treat conditions of TMJ, stabilize periodontally involved teeth, or restore occlusion
- \* Veneers of porcelain or acrylic materials on crowns or pontics on or replacing the upper and lower first, second and third molars
- \* Bite registrations; precision or semi-precision attachments; splinting; Surgical implant of any type
- \* Instruction for plaque control, oral hygiene and diet
- \* Dental services that do not meet common dental standards
- \* Services that are deemed to be medical services
- \* Services and supplies received from a hospital
- \* Charges which the person is not legally required to pay
- \* Charges made by a hospital which performs services for the U.S. Government if the charges are directly related to a condition connected to a military service
- \* Experimental or investigational procedures and treatments
- \* Any injury resulting from, or in the course of, any employment for wage or profit
- \* Any sickness covered under any workers' compensation or similar law
- \* Charges in excess of the reasonable and customary allowances
- \* To the extent that payment is unlawful where the person resides when the expenses are incurred;
- \* Procedures performed by a Dentist who is a member of the covered person's family (covered person's family is limited to a spouse, siblings, parents, children, grandparents, and the spouse's siblings and parents);
- \* For charges which would not have been made if the person had no insurance; For charges for unnecessary care, treatment or surgery;
- \* To the extent that you or any of your Dependents is in any way paid or entitled to payment for those expenses by or through a public program, other than Medicaid;
- \* To the extent that benefits are paid or payable for those expenses under the mandatory part of any auto insurance policy written to comply with a "no-fault" insurance law or an uninsured motorist insurance law. Cigna HealthCare will take into account any adjustment option chosen under such part by you or any one of your Dependents.
- \* In addition, these benefits will be reduced so that the total payment will not be more than 100% of the charge made for the Dental Service if benefits are provided for that service under this plan and any medical expense plan or prepaid treatment program sponsored or made available by your Employer.

*\*\* In Texas, the insured dental product offered by CGLIC and CHLIC is referred to as the Cigna Dental Choice Plan, and this plan utilizes the national Cigna Dental PPO network.*

*\*\*\*Charges are based upon an independent third party organization that is the industry standard. Percentile data is based upon the third party organization's aggregated industry-wide claims data*

*This benefit summary highlights some of the benefits available under the proposed plan. A complete description regarding the terms of coverage, exclusions and limitations, including legislated benefits, will be provided in your insurance certificate or plan description.*

*Benefits are insured and/or administered by Cigna HealthCare.*

Did you know that most of Cigna's dental plans include the Cigna Dental Oral Health Integration Program? This program was designed to address research that supports the association of oral health to overall health and provides reimbursement of copays or coinsurance for customers with qualifying medical conditions for program eligible procedures. Additionally, registered program members can access articles on behavioral conditions that impact oral health.

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# DISCRIMINATION IS AGAINST THE LAW

## Dental coverage

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

Cigna:

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

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at  
<http://www.hhs.gov/ocr/office/file/index.html>.



All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc. The Cigna name, logos, and other Cigna marks are owned by Cigna Intellectual Property, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCIÓN: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224（聽障專線：請撥 711）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시고요. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시고요.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

**Arabic** – برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna الحاليين برجاء الاتصال بالرقم المدون علي ظهر بطاقتكم الشخصية. او اتصل ب 1.800.244.6224 (TTY: اتصل ب 711).

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, rele nimewo ki deyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** – 注意事項: 日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCignaのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711)まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. برای مشتریان فعلی Cigna، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 (شماره تلفن ویژه ناشنویان: شماره 711) را شماره‌گیری کنید).

# Summary of Benefits Cigna Health and Life Insurance Company



## Cigna Vision TOWN OF SURFSIDE C1 - Standard PPO Comprehensive Plan

Welcome to Cigna Vision Schedule of Vision Coverage			
Coverage	In-Network Benefit***	Out-of-Network Benefit	Frequency Period **
Exam Copay	\$10	N/A	12 months
Exam Allowance (once per frequency period)	Covered 100% after Copay	Up to \$45	12 months
Materials Copay	\$25	N/A	12 months
Eyeglass Lenses Allowances: (one pair per frequency period)			
Single Vision	Covered 100% after Copay	Up to \$32	12 months
Lined Bifocal	Covered 100% after Copay	Up to \$55	12 months
Lined Trifocal	Covered 100% after Copay	Up to \$65	12 months
Lenticular	Covered 100% after Copay	Up to \$80	12 months
Contact Lenses Allowances: (one pair or single purchase per frequency period)			
Elective	Up to \$140	Up to \$115	12 months
Therapeutic	Covered 100%	Up to \$210	12 months
Frame Retail Allowance (one per frequency period)	Up to \$140	Up to \$77	24 months
** Your Frequency Period begins on January 1 (Calendar year basis)			
<b>Definitions:</b> <b>Copay:</b> the amount you pay towards your exam and/or materials, lenses and/or frames. (Note: copays do not apply to contact lenses). <b>Coinsurance:</b> the percentage of charges Cigna will pay. Customer is financially responsible for the balance. <b>Allowance:</b> the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance. <b>Materials:</b> eyeglass lenses, frames, and/or contact lenses.			
<ul style="list-style-type: none"> <li>To receive in-network benefits, you cannot use this coverage with any other discounts, promotions, or prior orders.</li> <li>If you use other discounts and/or promotions instead of this vision coverage, or go to an out-of-network eye care professional, you may file an out-of-network claim to be reimbursed for allowable expenses.</li> </ul>			
<b>In-Network Coverage Includes***:</b> <ul style="list-style-type: none"> <li>One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses;</li> <li>One pair of standard prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms)               <ul style="list-style-type: none"> <li>Polycarbonate lenses for children under 19 years of age</li> <li>Oversize lenses</li> <li>Rose #1 and #2 solid tints</li> <li>Minimum 20% savings* on all additional lens enhancements you choose for your lenses, including but not limited to: scratch/ultraviolet/anti-reflective coatings; polycarbonate (adults); all tints/photochromic (glass or plastic); and lens styles.</li> <li>Progressive lenses covered up to bifocal lens amount with 20% savings on the difference;</li> </ul> </li> </ul>			

10/1/2021  
Florida



- One frame for prescription lenses – frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance;
- One pair of contact lenses or a single purchase of a supply of contact lenses – in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year). Allowance applied towards cost of supplemental contact lens professional services (including the fitting and evaluation) and contact lens materials

\* Provider participation is 100% voluntary; please check with your Eye Care Professional for any offered discounts.  
\*\*\* Coverage may vary at participating discount retail and membership club optical locations, please contact Customer Service for specific coverage information.

Coverage for **Therapeutic** contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Benefits.

**Healthy Rewards® - Vision Network Savings Program:**

- When you see a Cigna Vision Network Eye Care Professional\*, you can save 20% (or more) on additional frames and/or lenses, including lens options, with a valid prescription. This savings does not apply to contact lens materials. See your Cigna Vision Network Eye Care Professional for details.

**What's Not Covered:**

- Orthoptic or vision training and any associated supplemental testing
- Medical or surgical treatment of the eyes
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment
- Any injury or illness when paid or payable by Workers' Compensation or similar law, or which is work-related
- Charges in excess of the usual and customary charge for the Service or Materials
- Charges incurred after the policy ends or the insured's coverage under the policy ends, except as stated in the policy
- Experimental or non-conventional treatment or device
- Magnification or low vision aids not shown as covered in the Schedule of Vision Coverage
- Any non-prescription (minimum Rx required) eyeglasses, includes frame, lenses, or contact lenses
- Spectacle lens treatments, "add-ons", or lens coatings not shown as covered in the Schedule of Vision Coverage
- Prescription sunglasses
- Two pair of glasses, in lieu of bifocals or trifocals
- Safety glasses or lenses required for employment not shown as covered in the Schedule of Vision Coverage
- VDT (video display terminal)/computer eyeglass benefit
- Claims submitted and received in excess of twelve (12) months from the original Date of Service

**How to use your Cigna Vision Benefits**

(Please be aware that the Cigna Vision network is different from the networks supporting our health/medical plans).

**1. Finding a doctor**

There are three ways to find a quality eye doctor in your area:



1. Log into myCigna.com, "Coverage", select Vision page. Click on Visit Cigna Vision. Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision Directory.
2. Don't have access to myCigna.com? Go to Cigna.com, top of the page select "Find A Doctor, Dentist or Facility", click on Cigna Vision Directory, under Additional Resources.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

## 2. Schedule an appointment

Identify yourself as a Cigna Vision customer when scheduling an appointment. Present your Cigna or Cigna Vision ID card at the time of your appointment, which will quickly assist the doctor's office with accessing your plan details and verifying your eligibility.

## 3. Out-of-network plan reimbursement

### How to use your Cigna Vision Benefits

Send a completed Cigna Vision claim form and itemized receipt to: Cigna Vision, Claims Department: PO Box 385018, Birmingham, AL 35238-5018.

To get a Cigna Vision claim form:

- Go to **Cigna.com** and go to Forms, Vision Forms
- Go to **myCigna.com** and go to your vision coverage page

Cigna Vision will pay for covered expenses within ten business days of receiving the completed claim form and itemized receipt.

Benefits are underwritten or administered by Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company. Any benefit information displayed is intended as a summary of benefits only. It does not describe all the terms, provisions and limitations of your plan. Participating providers are independent contractors solely responsible for your routine vision examinations and products.

"Cigna" is a registered service mark, and the "Tree of Life" logo, "Cigna Vision" and "CG Vision" are service marks, of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries, including Connecticut General Life Insurance Company and Cigna Health and Life Insurance Company, and not by Cigna Corporation. In Arizona and Louisiana, the Cigna Vision product is referred to as CG Vision. Healthy Rewards® - Vision Network Savings Program powered by Cigna Vision is a discount program, not an insured benefit.



## DISCRIMINATION IS AGAINST THE LAW

### Vision coverage

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

Cigna:

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

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company and Connecticut General Life Insurance Company. The Cigna name, logos, and other Cigna marks are owned by Cigna Intellectual Property, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. Call 1.877.478.7557 (TTY: 800.428.4833). ATENCIÓN: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1.877.478.7557 (TTY: 800.428.4833).

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### Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. Call 1.877.478.7557 (TTY: 800.428.4833).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1.877.478.7557 (TTY: 800.428.4833).

**Chinese** – 注意：我們可為您免費提供語言協助服務。請致電 1.877.478.7557（聽障專線：800.428.4833）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1.877.478.7557 (TTY: 800.428.4833).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1.877.478.7557 (TTY: 800.428.4833)번으로 전화해주시십시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Tumawag sa 1.877.478.7557 (TTY: 800.428.4833).

**Russian** – ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1.877.478.7557 (линия ТТУ телетайп: 800.428.4833).

**Arabic** – ملحوظة: إذا كنت تتحدث انكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1.877.478.7557 (رقم هاتف الصم والبكم: 800.428.4833).

**French Creole** – ATANSYON: Gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1.877.478.7557 (TTY: 800.428.4833).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1.877.478.7557 (ATS: 800.428.4833).

**Portuguese** – ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue 1.877.478.7557 (TTY: 800.428.4833).

**Polish** – UWAGA: Możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1 877 478 7557 (TTY: 800.428.4833).

**Japanese** – 注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1.877.478.7557(TTY: 800.428.4833)まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1.877.478.7557 (TTY: 800.428.4833).

**German** – ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: 1.877.478.7557 (TTY: 800.428.4833).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. با شماره 1.877.478.7557 تماس بگیرید (شماره تلفن ویژه ناشنوايان: 800.428.4833).

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# Town of Surfside

G000369G

*All Eligible Active Employees*



## Enrollment Information for:

- > Life / AD&D
- > Voluntary Life / AD&D
- > Short Term Disability
- > Long Term Disability
- > Worldwide Travel Assistance
- > Will Preparation Services
- > Employee Assistance Program
- > Online EOI Instructions



Prepared 08/03/21

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Mutual of Omaha Insurance Company is licensed nationwide. Affiliates: United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. United of Omaha Life Insurance Company is licensed nationwide, except New York. Companion Life Insurance Company, 425 Broadhollow Road, Second Floor Melville, NY 11747. Companion Life Insurance Company is licensed in New York.

Each company is solely responsible for its own contractual and financial obligations. Products not available in all states. Some exclusions, limitations and reductions may apply.

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# Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL ELIGIBLE ACTIVE EMPLOYEES</b>	
<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Life Insurance Benefit Amount</b>	For You: An amount equal to 1 times your annual salary, but in no event less than \$1,000 or more than \$200,000  In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.
<b>Accidental Death &amp; Dismemberment (AD&amp;D) Benefit Amount</b>	For You: The Principal Sum amount is equal to the amount of your life insurance benefit.
<b>FEATURES</b>	
<b>Living Care/ Accelerated Death Benefit</b>	50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$100,000.
<b>Waiver of Premium</b>	If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.
<b>Additional AD&amp;D Benefits</b>	In addition to basic AD&D benefits, you are protected by the following benefits: - Child Education                      - Seat Belt                                      - Airbag - Common Carrier                      - Paralysis
<b>Conversion</b>	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
<b>SERVICES</b>	
<b>Travel Assistance</b>	The Travel Assistance program is an added benefit that provides assistance for your travels over 100 miles away from home or outside the country.
<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.
<b>Will Prep Services</b>	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit <a href="http://www.willprepservices.com">www.willprepservices.com</a> .

# › Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you may have the right to continue this insurance under the Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
  - At age 70, amounts reduce to 50%
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.





# Voluntary Term Life Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

## ELIGIBILITY - ALL ELIGIBLE EMPLOYEES

<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Dependent Eligibility Requirement</b>	To be eligible for coverage, your dependents must be able to perform normal activities, and not be confined (at home, in a hospital, or in any other care facility), and any child(ren) must be under age 26. In order for your spouse and/or children to be eligible for coverage, you must elect coverage for yourself.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by you.

## COVERAGE GUIDELINES

	Minimum	Guarantee Issue	Maximum
<b>For You</b>	\$20,000	5 times annual salary, up to \$60,000	\$60,000, in increments of \$20,000, but no more than 5 times annual salary
<b>Spouse</b>	\$10,000	100% of employee's benefit, up to \$20,000	100% of employee's benefit, up to \$50,000
<b>Children</b>	\$10,000	100% of employee's benefit, up to \$10,000	100% of employee's benefit, up to \$10,000

Subject to any reductions shown below. Guarantee Issue is available to new hires. Amounts over the Guarantee Issue will require a health application/evidence of insurability. For late entrants, all amounts will require a health application/evidence of insurability.

## BENEFITS

<b>Life Insurance Benefit Amount</b>	<p>Within the coverage guidelines defined above, you select the amount of life insurance coverage you want.</p> <p>This plan includes the option to select coverage for your spouse and dependent children. Children include those, up to age 26.</p> <p>In the event of death, the benefit paid will be equal to the benefit amount after any age reductions less any living care/accelerated death benefits previously paid under this plan.</p>
<b>Accidental Death &amp; Dismemberment (AD&amp;D) Benefit Amount</b>	<p>For you and your spouse: The Principal Sum amount is equal to the amount of life insurance benefit.</p> <p>AD&amp;D coverage is available if you or your dependents are injured or die as a result of an accident, and the injury or death is independent of sickness and all other causes. The benefit amount depends on the type of loss incurred, and is either all or a portion of the Principal Sum.</p>

## FEATURES

<b>Living Care/ Accelerated Death Benefit</b>	50% of the amount of the life insurance benefit is available to you if terminally ill, not to exceed \$30,000.
<b>Waiver of Premium</b>	If it is determined that you are totally disabled, your life insurance benefit will continue without payment of premium, subject to certain conditions.

<b>Additional AD&amp;D Benefits</b>	In addition to basic AD&D benefits, you are protected by the following benefits: - Child Education                      - Seat Belt                                      - Airbag - Common Carrier                      - Paralysis
<b>Portability</b>	Allows you to continue this insurance program for yourself and your dependents should you leave your employer for any reason, without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.
<b>Conversion</b>	If your employment ends, you may apply for an individual life insurance policy from Mutual of Omaha without having to provide evidence of insurability (information about your health). You will be responsible for the premium for the coverage.

**SERVICES**

<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.
<b>Will Prep Services</b>	We work with Epoq, Inc. to offer employees online will prep tools. In just a few clicks you can complete a basic will or other documents to protect your family and property. To get started visit <a href="http://www.willprepservices.com">www.willprepservices.com</a> .

**AGE REDUCTIONS AND EXCLUSIONS**

Insurance benefits and guarantee issue amounts are subject to age reductions:

- At age 70, amounts reduce to 65%
- At age 75, amounts reduce to 45%
- At age 80, amounts reduce to 30%
- At age 85, amounts reduce to 20%
- At age 90, amounts reduce to 15%

Spouse coverage terminates when you reach age 70.

Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.

Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

Please contact your employer if you have questions prior to enrolling.

# Voluntary Term Life and AD&D Coverage Selection and Premium Calculation

Please note that the premium amounts presented below may vary slightly from the amounts provided on your enrollment form, due to rounding.

**To select your benefit amount and calculate your premium, do the following:**

- 1) Locate the benefit amount you want from the top row of the employee premium table. Your benefit amount must be in an increment of \$20,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.
- 2) Find your age bracket in the far left column.

- 3) Your premium amount is found in the box where the row (your age) and the column (benefit amount) intersect.
- 4) Enter the benefit and premium amounts into their respective areas in the Voluntary Life and AD&D section of your enrollment form.

If the benefit amount you want to select is greater than any amount in the table below, select the benefit amount from the top row that when multiplied by another number results in the benefit amount you want. For example, if you want \$150,000 in coverage, you obtain your premium amount by multiplying the rate for \$50,000 times 3.

<b>EMPLOYEE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)</b>			
	<b>\$20,000</b>	<b>\$40,000</b>	<b>\$60,000</b>
	\$3.88	\$7.75	\$11.63

Follow the method described above to select a benefit amount and calculate premiums for optional dependent spouse and/or child(ren) coverage. **Your spouse's rate is based on your age**, so find your age bracket in the far left column of the Spouse Premium Table. Your spouse's premium amount is found in the box where the row (the age) and the column (benefit amount) intersect. Your spouse's benefit amount must be in an increment of \$10,000. Refer to the Coverage Guidelines section for minimums and maximums, if needed.

<b>SPOUSE PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)</b>					
	<b>\$10,000</b>	<b>\$20,000</b>	<b>\$30,000</b>	<b>\$40,000</b>	<b>\$50,000</b>
	\$1.94	\$3.88	\$5.82	\$7.75	\$9.69

<b>ALL CHILDREN PREMIUM TABLE (26 PAYROLL DEDUCTIONS PER YEAR)*</b>	
	<b>\$10,000</b>
	\$0.46

\*Regardless of how many children you have, they are included in the "All Children" premium amounts listed in the table above.

# > Frequently Asked Questions

## Who is eligible for this insurance?

- You must be actively working (performing all normal duties of your job) at least 30 hours per week.
- Your dependent(s) must be performing normal activities and not be confined (at home or in a hospital/care facility) and any child(ren) must be under age 26.

## What is Guarantee Issue?

The amount of insurance applied for without answering any health questions (or which does not require evidence of insurability). Coverage amounts over the Guarantee Issue Amount will require evidence of insurability.

## What is Evidence of Insurability?

Evidence of Insurability or proof of good health – may be required if you are a late entrant and/or you request any additional coverage above your guarantee issue amount.

## Can I take this insurance with me if I change jobs/am no longer a member of this group?

In the event this insurance ends due to a change in your employment/membership status with the group, or for certain other reasons, you or your insured spouse may have the right to continue this insurance under the Portability or Conversion provision, subject to certain conditions.

## Are there any limitations, reductions or exclusions?

The benefits payable are based on the following:

- Insurance benefits and guarantee issue amounts are subject to age reductions:
  - At age 70, amounts reduce to 65%
  - At age 75, amounts reduce to 45%
  - At age 80, amounts reduce to 30%
  - At age 85, amounts reduce to 20%
  - At age 90, amounts reduce to 15%
- Spouse coverage terminates when you reach age 70.
- Life insurance benefits will not be paid if the insured's death is the result of suicide within two years from the date coverage begins. If this occurs, the sum of the premiums paid will be returned to the beneficiary. The same applies for any future increases in coverage under this plan.
- Information about the AD&D exclusions for this plan will be included in the summary of coverage, which you will receive after enrolling.

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this outline, the certificate booklet will prevail. Availability of benefits is subject to final acceptance and approval of the group application by the underwriting company. Life insurance and accidental death & dismemberment insurance are underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Policy form number 7000GM-U-EZ 2010 or state equivalent (in NC: 7000GM-U-EZ 2010 NC). United of Omaha Life Insurance Company is licensed nationwide, except New York.







# Short-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL ELIGIBLE EMPLOYEES</b>	
<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Elimination Period</b>	If you become disabled, there is an elimination period before benefits are payable. Your benefits begin: <ul style="list-style-type: none"> <li>• On the 15th day of your disabling injury.</li> <li>• On the 15th day of your disabling illness.</li> </ul>
<b>Weekly Benefit</b>	Your benefit is equivalent to 66% of your before-tax weekly earnings, not to exceed the plan's maximum weekly benefit amount less other income sources.
<b>Maximum Benefit Period</b>	Up to 24 weeks
<b>Maximum Weekly Benefit</b>	\$1,000
<b>Minimum Weekly Benefit</b>	None
<b>Partial Disability Benefits</b>	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits, which will help supplement your income until you are able to return to work full-time.
<b>DEFINITIONS</b>	
<b>Definition of Disability</b>	Disability and disabled mean that because of an injury or illness, a significant change in your mental or functional abilities has occurred, for which you are prevented from performing at least one of the material duties of your regular job and are unable to generate current earnings which exceed 99% of your weekly earnings from your regular job. You can be totally or partially disabled during the elimination period.
<b>Definition of Weekly Earnings</b>	Weekly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 52. Weekly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per week during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, weekly earnings is the hourly rate of pay multiplied by the average number of hours worked.
<b>FEATURES</b>	
<b>Vocational Rehabilitation Benefit</b>	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
<b>SERVICES</b>	
<b>Hearing Discount Program</b>	The Hearing Discount Program provides you and your family discounted hearing products, including hearing aids and batteries. Call 1-888-534-1747 or visit <a href="http://www.amplifonusa.com/mutualofomaha">www.amplifonusa.com/mutualofomaha</a> to learn more.

# > Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

No, your STD insurance only provides benefits for off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- A pre-existing condition limitation does not apply.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Arises out of or in the course of employment with the policyholder for benefits under any workers' compensation or occupational disease law, or receives any settlement from the workers' compensation carrier
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability income insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.





# Long-Term Disability Insurance

FOR EMPLOYEES OF TOWN OF SURFSIDE

<b>ELIGIBILITY - ALL ELIGIBLE EMPLOYEES</b>	
<b>Eligibility Requirement</b>	You must be actively working a minimum of 30 hours per week to be eligible for coverage.
<b>Premium Payment</b>	The premiums for this insurance are paid in full by the policyholder. There is no cost to you for this insurance.
<b>BENEFITS</b>	
<b>Elimination Period</b>	Your benefits begin on the later of 180 calendar days after the onset of your disabling injury or illness or the date your short-term disability ends.
<b>Monthly Benefit</b>	Your benefit is equivalent to 60% of your before-tax monthly earnings, not to exceed the plan's maximum monthly benefit amount less other income sources.  The premium for your long-term disability coverage is waived while you are receiving benefits.
<b>Maximum Monthly Benefit</b>	\$7,000
<b>Minimum Monthly Benefit</b>	\$50
<b>Maximum Benefit Period</b>	If you become disabled prior to age 62, benefits are payable to age 65, your Social Security Normal Retirement Age or 3.5 years, whichever is longest. At age 62 (and older), the benefit period will be based on a reduced duration schedule.
<b>Partial Disability Benefits</b>	If you become disabled and can work part-time (but not full-time), you may be eligible for partial disability benefits.
<b>DEFINITIONS</b>	
<b>Own Occupation</b>	2 Years
<b>Own Occupation Earnings Test</b>	99% during your Own Occupation period, then 85% thereafter
<b>Definition of Monthly Earnings</b>	Monthly earnings for salaried employees is the gross annual salary in effect immediately prior to the date disability begins, divided by 12. Monthly earnings for hourly employees is the hourly rate of pay multiplied by the average number of hours worked per month during the 12 month period immediately prior to the date disability begins. If employed for part of the prior 12 month period, monthly earnings is the hourly rate of pay multiplied by the average number of hours worked.
<b>FEATURES</b>	
<b>Vocational Rehabilitation Benefit</b>	If you become disabled and participate in the vocational rehabilitation program, you will be eligible for a monthly benefit increase of 5%.
<b>Survivor Benefit</b>	If you pass away while receiving disability benefits, a lump sum equal to 3 times your monthly benefit will be paid to your eligible survivor.

# › Frequently Asked Questions

## Who is eligible for this insurance?

You must be actively working (performing all normal duties of your job) at least 30 hours per week.

## How long will my benefits be paid?

Benefits begin after the end of the elimination period and can be payable up to the maximum benefit period as long as you remain disabled.

## Will my benefits be reduced by other sources of income?

Yes, depending on the type of income you receive. Your benefit amount may be reduced by other sources of income such as retirement/government plans, other group disability plans, salary continuance/sick leave, settlements on payments received and no-fault benefits.

## Does this plan cover me if I become disabled due to an injury at work?

Yes, your LTD insurance provides benefits for both on-the-job and off-the-job coverage for disabilities due to injury or sickness.

## Are there any limitations or exclusions?

The benefits payable are subject to the following:

- Your plan is subject to a pre-existing condition limitation. A pre-existing condition is one for which you have received medical treatment, consultation, care or services including diagnostic measures, or if you were prescribed or took prescription medications in the predetermined time frame prior to your effective date of coverage. The pre-existing condition under this plan is 3/12 which means any condition that you receive medical attention for in the 3 months prior to your effective date of coverage that results in a disability during the first 12 months of coverage, would not be covered.
- Benefits are not payable for any disability or loss that:
  - Results from an act of declared or undeclared war or armed aggression
  - Results from participation in a riot or commission of or attempt to commit a felony
  - Results, whether the insured person is sane or insane, from an intentionally self-inflicted injury or illness, suicide, or attempted suicide
  - Results from alcohol and drug abuse and/or substance abuse, except as noted above
  - Results from a mental disorder, except as noted above
  - Is caused by alcohol and drug abuse and/or substance abuse, while not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction
  - Occurs while incarcerated or imprisoned for any period exceeding 31 days
  - Is solely a result of a loss of a professional license, occupation license or certification

All exclusions may not be applicable, or may be adjusted, as required by state regulations.

This information describes some of the features of the benefits plan. Benefits may not be available in all states. Please refer to the certificate booklet for a full explanation of the plan's benefits, exclusions, limitations and reductions. Should there be any discrepancy between the certificate booklet and this summary, the certificate booklet will prevail. Benefits availability is subject to final acceptance and approval of the group application by the underwriting company. Disability income insurance is underwritten by United of Omaha Life Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175, 1-800-769-7159. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Policy form number 7000GM-U-EZ-2010.



Mutual Solutions

# Worldwide Travel Assistance That Travels With You



Take comfort in knowing that Travel Assistance\* travels with you worldwide, offering access to a network of professionals who can help you with local medical referrals or provide other emergency assistance services in foreign locations.

## Enjoy Your Trip - We'll Be There If You Need Us - 24/7

Travel Assistance can help you avoid unexpected bumps in the road anywhere in the world. For you, your spouse and dependent children on any single trip, up to 120 days in length, more than 100 miles from home.

## Pre-trip Assistance\*\*

Minimize travel hassles by calling us pre-departure for:

- Information regarding passport, visa or other required documentation for foreign travel
- Travel, health advisories and inoculation requirements for foreign countries
- Domestic and international weather forecasts
- Daily foreign currency exchange rates
- Consulate and embassy locations

\*Brought to you by Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Services provided by AXA Assistance USA (AXA)

\*\*Available at any time, not subject to 100 mile travel radius  
452632

## Emergency Travel Support Services

- Telephonic translation and interpreter services - 24/7 access to telephone translation services
- Locating legal services - referrals for local attorney or consular offices and help maintain business and family communications until legal counsel is retained (includes coordination of financial assistance for bonds/bail)
- Baggage - assistance with lost, stolen or delayed baggage while traveling on a common carrier
- Emergency payment and cash - assistance with advance of funds for medical expenses or other travel emergencies by coordinating with your credit card company, bank, employer, or other sources of credit; includes arrangements for emergency cash from a friend, family member, business or credit card
- Emergency messages - assistance with recording and retrieving messages between you, your family and/or business associates at any time
- Document replacement - coordination of credit card, airline ticket or other documentation replacement
- Vehicle return - if evacuation or repatriation is necessary, return your unattended vehicle to the car rental company



## WORLDWIDE TRAVEL ASSISTANCE

Services available for business and personal travel.

<p>For inquiries within the U.S. call toll free: 1-800-856-9947</p>	<p>Outside the U.S. call collect: (312) 935-3658</p>
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## WORLDWIDE TRAVEL ASSISTANCE

Services available for business and personal travel.

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## Medical Assistance

- Locating medical providers and referrals
- Communication on your medical status with family, physicians, employer, travel company and consulate
- Emergency evacuation if adequate medical facilities are not available, including payment of covered expenses
- Transportation home for further treatment – in the event of death, assist in the return of mortal remains
- Transportation arrangements for the visit of a family member or friend if your hospitalization is more than seven calendar days
- Return home for dependent children if your hospitalization is more than seven calendar days
- Assistance with lodging arrangements if convalescence is needed prior to, or after, medical treatment
- Coordination with your health insurance carrier during a medical emergency
- Assistance obtaining prescription drugs or other necessary personal medical items

## Identity Theft

Your Travel Assistance benefit automatically includes Identity Theft Assistance, coordinated at no additional cost. Whether at home or traveling, this benefit provides education, prevention and recovery information to help you protect your identity.

## Education and Prevention

- Comprehensive ID theft assistance guide
- Tips to defend against ID theft

## Recovery Information

- Information regarding the steps to recover from credit card and check fraud

- Guidelines if your Social Security number is compromised
- Instructions for lost or stolen passport
- Contact list for financial institutions, credit bureaus and check companies

## Assistance

If you need help with an ID theft issue, case managers are available 24 hours a day, seven days a week and can be reached by calling the same toll-free number used to contact AXA: 800-856-9947.

## Travel Assistance Plan Limitations

AXA will not pay emergency evacuation, medically necessary repatriation, repatriation of remains or other expenses incurred while traveling within 100 miles of participant's place of residence, or for any one of the following reasons:

- A single trip lasts more than 120 days in length
- Traveling against the advice of a physician
- Traveling for medical treatment
- Pregnancy and childbirth (exception: complications of pregnancy)

There is a maximum benefit amount per person associated with emergency evacuation, medical repatriation and/or return of mortal remains.

All additional costs would be the responsibility of the member. This includes medical costs which are the responsibility of the person receiving medical services. Services must be authorized and arranged by AXA Assistance USA, Inc. designated personnel to be eligible for this program. No reimbursement claims for out-of-pocket expenses will be accepted.

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Travel assistance services are independently offered and administered by AXA Assistance USA, Inc. (AXA). Insurance benefits provided as part of Travel Assistance underwritten by a third party. AXA is not affiliated in any way with Mutual of Omaha companies. Each company is responsible for its own financial and contractual obligations. There may be times when circumstances beyond AXA Assistance USA's control hinder its endeavors to provide services. AXA Assistance USA will make all reasonable efforts to help you resolve the emergency situation. Both companies are responsible for their own contractual and financial obligations.



Carry this card with you  
when you travel

Brought to you by Mutual of Omaha.  
Services provided by AXA Assistance USA.



Carry this card with you  
when you travel

Brought to you by Mutual of Omaha.  
Services provided by AXA Assistance USA.

Mutual Solutions

# Will Preparation Services

Services provided by Epoq, Inc.



Create your will at  
[www.willprepservices.com](http://www.willprepservices.com)  
 and use the code MUTUALWILLS  
 to register

Creating a will is an important investment in your future. It specifies how you want your possessions to be distributed after you die.

Whether you're single, married, have children or are a grandparent, your will should be tailored for your life situation.

**That's why it's good you have access to FREE online will preparation services provided by Epoq, Inc. (Epoq).**

## Easy, Free and Secure

Epoq offers a secure account space that allows you to prepare wills and other legal documents. Create a will that's tailored to your unique needs from the comforts of your own home.

**Epoq provides the following FREE documents:**

- Last Will and Testament
- Power of Attorney
- Healthcare Directive
- Living Trust

**Here's how it works:**

- Log on to [www.willprepservices.com](http://www.willprepservices.com) and use the code MUTUALWILLS to register
- Answer the simple questions and watch the customization of your document happen in real time
- Download, print and share any document instantly
- Don't forget to update your documents with any major life changes, including marriage, divorce, and birth of a child
- Make the document legally binding — Check with your state for requirements

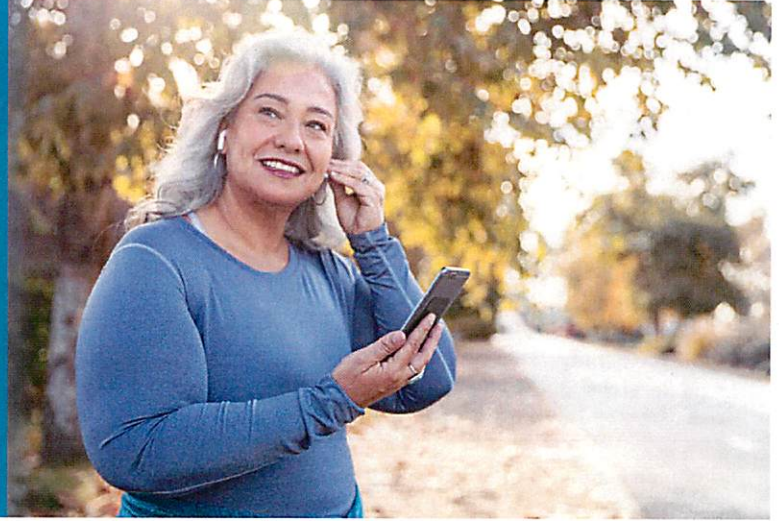


Underwritten by  
 United of Omaha Life Insurance Company  
 A Mutual of Omaha Company

Will and other document preparation services are independently offered by Epoq, Inc. (Epoq) and are subject to its terms of service and privacy policy. Epoq is an online service that provides certain legal forms and legal information. Epoq is not a law firm and is not a substitute for an attorney's advice. United of Omaha Life Insurance Company and Companion Life Insurance Company (United and Companion) and Epoq are independent, unaffiliated companies. Although United and Companion make Epoq's services available to group life insurance customers, the use of Epoq's services is entirely voluntary. United and Companion do not provide, are not responsible for, do not assume any liability for and do not guarantee the accuracy, adequacy or results of any service, advice or documents provided by Epoq. United and Companion also are not responsible and do not assume liability for any disclosure of personal data or information by Epoq. These services are only available to group life insurance customers of United and Companion.

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# Available Services When You Need Help the Most



Life isn't always easy. Sometimes a personal or professional issue can affect your work, health and general well-being. During these tough times, it's important to have someone to talk with to let you know you're not alone.

With Mutual of Omaha's Employee Assistance Program, you can get the help you need so you spend less time worrying about the challenges in your life and can get back to being the productive worker your employer counts on to get the job done.

Learn more about the Employee Assistance Program services available to you.

We are here for you

Visit the Employee Assistance Program website to view timely articles and resources on a variety of financial, well-being, behavioral and mental health topics.

[mutualofomaha.com/eap](https://mutualofomaha.com/eap)

## Enhanced EAP Services

Features	Value to Company and Employees
<b>Employee Family Clinical Services</b>	<ul style="list-style-type: none"> <li>An in-house team of Master's level EAP professionals who are available 24/7/365 to provide individual assessments</li> <li>Outstanding customer service from a team dedicated to ongoing training and education in employee assistance matters</li> <li>Access to subject matter experts in the field of EAP service delivery</li> </ul>
<b>Counseling Options</b>	<ul style="list-style-type: none"> <li>Three sessions per year (per household) conducted by either face-to-face* counseling or video</li> </ul>
<b>Exclusive Provider Network</b>	<ul style="list-style-type: none"> <li>National network of more than 10,000 licensed clinical providers</li> <li>Network continually expanding to meet customer needs</li> <li>Flexibility to meet individual client/member needs</li> </ul>

\*California Residents: Knox-Keene Statute limits no more than three face-to-face sessions in a six-month period per person.

Continued on back.





## Enhanced EAP Services (continued)

Features	Value to Company and Employees
<b>Access</b>	<ul style="list-style-type: none"> <li>▪ 1-800 hotline with direct access to a Master's level EAP professional</li> <li>▪ 24/7/365 services available</li> <li>▪ Telephone support available in more than 120 languages</li> <li>▪ Online submission form available for EAP service requests</li> <li>▪ EAP professionals will help members develop a plan and identify resources to meet their individual needs</li> </ul>
<b>Employee Family Legal Services</b>	<ul style="list-style-type: none"> <li>▪ Valuable resources – legal libraries, tools and forms – available on EAP website</li> <li>▪ A counseling session may be substituted for one legal consultation (up to 30 minutes) with an attorney</li> <li>▪ 25% discount for ongoing legal services for same issue</li> </ul>
<b>Employee Family Financial Services</b>	<ul style="list-style-type: none"> <li>▪ Inclusive financial platform powered by Enrich that includes financial assessment tools, personalized courses, articles and resources, and ongoing progress reports to help members monitor their financial health</li> <li>▪ A counseling session may be substituted for one financial consultation (up to 30 minutes) with an attorney</li> <li>▪ 25% discount for ongoing financial services for same issue</li> </ul>
<b>Employee Family Work/Life Services</b>	<ul style="list-style-type: none"> <li>▪ Child care resources and referrals</li> <li>▪ Elder care resources and referrals</li> </ul>
<b>Online Services</b>	<ul style="list-style-type: none"> <li>▪ An inclusive website with resources and links for additional assistance, including:               <ul style="list-style-type: none"> <li>▪ Current events and resources</li> <li>▪ Family and relationships</li> <li>▪ Emotional well-being</li> <li>▪ Financial wellness</li> <li>▪ Substance abuse and addiction</li> <li>▪ Bilingual article library</li> <li>▪ Legal assistance</li> <li>▪ Physical well-being</li> <li>▪ Work and career</li> </ul> </li> </ul>
<b>Employee Communication</b>	<ul style="list-style-type: none"> <li>▪ All materials available in English and Spanish</li> </ul>
<b>Eligibility</b>	<ul style="list-style-type: none"> <li>▪ Full-time employees and their immediate family members; including the employee, spouse and dependent children (unmarried and under 26) who reside with the employee</li> </ul>
<b>Coordination with Health Plan(s)</b>	<ul style="list-style-type: none"> <li>▪ EAP professionals will coordinate services with treatment resources/providers within the employee's health insurance network to provide counseling services covered by health insurance benefits, whenever possible</li> </ul>

Group Name: Town of Surfside  
Group ID: G000369G

## > We Make Evidence of Insurability Easy

Evidence of Insurability is simply a statement that proves a person is healthy enough to insure. This application process allows you to provide information about you and/or your dependents' health history in order to be considered for coverage.

### EVIDENCE OF INSURABILITY (EOI) IS REQUIRED WHEN:

- You request a coverage amount greater than the guaranteed issue (an amount that is guaranteed to be issued to applicants regardless of their health status)
- Coverage is requested outside of your initial benefit enrollment period

To aid us in making a decision of whether to cover the person and/or their dependents, the EOI review may include:

- Questions or details about health conditions provided on the application
- Statement from your physician
- Medical examination

Our medical exams, which include a blood draw and urine sample, must be conducted by our highly reputable mobile medical contractor, American Para Professional Systems (APPS), and can be done in the comfort of your own home or business and are scheduled at your convenience.

All medical information is private and confidential, and is used for underwriting purposes only.



### HOW TO SUBMIT AN ELECTRONIC APPLICATION (eApp)

Simply visit [mutualofomaha.com/eoi](https://mutualofomaha.com/eoi) to fill out an eApp. The eApp is a short questionnaire that collects the applicant's medical history. The following information will be needed:

- Group ID Number
- Hire Date
- Current Salary
- Current Coverage Amounts
- Guaranteed Issue Amounts

Once your application is submitted, you will receive an email regarding next steps.

Insurance products and services are offered by Mutual of Omaha Insurance Company or one of its affiliates. Home office: Mutual of Omaha Insurance Company, 3300 Mutual of Omaha Plaza, Omaha, NE 68175. Mutual of Omaha Insurance Company is licensed nationwide. United of Omaha Life Insurance Company is licensed nationwide, except in New York. Companion Life Insurance Company, 888 Veterans Memorial Highway, Suite 515, Hauppauge, NY 11788. Companion Life Insurance Company is licensed in New York. Each underwriting company is solely responsible for its own contractual and financial obligations. Some exclusions or limitations may apply.

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## **AMERIFLEX GENERAL TERMS AND CONDITIONS OF SERVICES**

These Ameriflex General Terms and Conditions of Services (“Agreement”) govern the services provided by Interflex Payments, LLC DBA Ameriflex (“Ameriflex”), to Town of Surfside, the Employer and the owner of the Plan (“Client”), and shall be read in conjunction with each statement of work, order form, new client application or renewal application (“Order”), which identifies the selected services applicable to Client (“Services”). Each Order shall be governed solely by the terms of this Agreement and in the event of any conflict between the terms of this Agreement and an Order, this Agreement shall govern unless specifically stated otherwise in the Order.

### **INTRODUCTION**

1. Ameriflex offers a variety of administrative services to Clients, including such services related to:
  - a. Group health plan continuation coverage services as governed by the provisions of §4980B of the Internal Revenue Code of 1986, as amended (“Code”) and Part 6, Subtitle B, Title I of ERISA (collectively referred to herein as “COBRA”), or in the case of State Continuation, as governed by such state’s Continuation Coverage laws.
  - b. Health flexible spending arrangements (“Health FSAs”) under Code §105 to be offered under a Code §125 cafeteria plan.
  - c. Dependent care flexible spending accounts (dependent care assistance programs (“DCFSA”) under Code §129) to be offered under a Code 125 cafeteria plan.
  - d. Health reimbursement arrangements (“HRAs”) under Code §105 and Individual Coverage HRAs and Excepted Benefit HRAs under 84 Fed. Reg. 28888.
  - e. Health savings account-oriented “plans” (“HSAs”) under Code §223.
  - f. Transportation fringe benefit plans (“CRAs”) under Code §132.
  - g. Certain billing services related to the collective of insurance premiums and the like, but unrelated to COBRA.
  - h. Certain compliance products related to benefits programs.

Any provision of this Agreement which is either specifically applicable, whether by virtue of its placement under certain Article headings or subheadings or for any other contextual reason, to any selected service that is not a Service or could not be otherwise reasonably interpreted as applicable to the Services shall be inoperative. No such inoperative provision shall render the remaining provisions of this Agreement inoperative by themselves or taken together as a whole. Furthermore, any provisions in this Agreement specific to COBRA Services shall be disregarded for purposes of this Agreement unless directly related to the Services.

### **ARTICLE I: Definitions.**

#### 1.1 Definitions.

**“Agreement”** means this Ameriflex Administrative Services Agreement, including all Appendices, Exhibits and Orders hereto.

**“COBRA”** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, as well as coverage offered and/or provided to a Qualified Beneficiary.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Continuation Coverage”** means coverage following a Qualifying Event provided to a Qualifying Beneficiary under COBRA.

**“CRA”** has the meaning given in the Introduction.

**“DCFSA”** has the meaning given in the Introduction.

**“DOL”** means the United States Department of Labor.

**“Effective Date”** means the date this Agreement is effective which is the first date of the plan year.

**“Eligibility Reports”** has the meaning given in Section 4.4.

**“Client”** has the meaning given in the Introduction.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“Health FSA”** has the meaning given in the Introduction.

**“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, as amended.

**“HSA”** has the meaning given in the Introduction.

**“IRS”** means the United States Internal Revenue Service.

**“Litigation”** means any litigation or other proceeding including but not limited to any judicial or administrative proceeding involving a dispute arising under this Agreement, or an audit or proceeding by the IRS or DOL involving directly or indirectly the duties or responsibilities of Client or Ameriflex.

**“Named Fiduciary”** means the named fiduciary as defined in ERISA § 402(a)(1).

**“Participant”** has the meaning given in Section 2.2.

**“PHI”** means Protected Health Information.

**“Plan Administrator”** means the administrator as defined in ERISA § 3(16)(A).

**“Plan” or “Plans”** means any or all of the employee benefit plans defined in the Introduction, except for COBRA.

**“Qualified Beneficiary” or “QB”** has the meaning given to such term under COBRA.

**“Qualifying Event” or “QE”** has the meaning to such term under COBRA.

## **ARTICLE II: Term and Scope.**

### **2.1 Term.**

With regard to the Services, the initial term of this Agreement will be the 12-month period commencing on the Effective Date (the “Initial Term”) as set forth on the applicable Order. The Term and this Agreement will renew automatically for successive periods of twelve (12) months (the “Renewal Term”) unless such Order is terminated in accordance with this Agreement. The Initial Term and Renewal Term shall collectively be referred to as the “Term.”

### **2.2 Scope of Services.**

Client has the final authority to control and manage the operation of the Plans, including any and all discretionary authority over the Plans. Ameriflex is and shall remain an independent contractor with respect to the Services being performed and shall not for any purposes be deemed an employee of Client, nor shall Ameriflex be deemed a partner with Client, engaged in a joint venture with Client or governed by any legal relationship with Client other than that of an independent contractor. Ameriflex does not assume any responsibility for the general policy design of the Plans, the adequacy of their funding, or any act or omission or breach of duty by Client. Ameriflex is not in any way to be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Plans. Ameriflex generally provides reimbursement services only and does not assume any financial risk or obligation with respect to claims for benefits payable by Client under the Plans. Nothing herein shall be deemed to constitute Ameriflex as a party to the Plans or to confer upon Ameriflex any authority or control respecting management of the Plans, authority or responsibility for the terms or validity of the Plans, or any fiduciary duty or other obligation toward any participants in the Plans other than that which may be imposed by the judicial, administrative or other application of ERISA by a governmental authority. Client shall assume all risk and liability associated with transactions, including any risk of counterfeit, charged-back or fraudulent transactions except to the extent due to Ameriflex’s material breach of the Agreement. Client agrees any information or data regarding Plans or Participants which Client sends to Ameriflex is done so in their Plan Administrator capacity. Nothing in this Agreement shall be deemed to impose upon Ameriflex any obligation to any employee of Client or any person who is participating in the Plans (“Participant” or “Qualified Beneficiary,” as applicable). Ameriflex Services are intended for residents in the United States and are not intended for access or use by persons outside of the United States.

## **ARTICLE III: Cobra Administration.**

### **3.1 Client Responsibilities; General Duties Owed to Ameriflex.**

During the Term, Client shall carry out all necessary duties to Ameriflex and furnish Ameriflex with all information necessary to provide COBRA administrative services, including, but not limited to:

- a. Providing Ameriflex, with all accurate and complete information necessary for Ameriflex to adequately fulfill its obligations under this Agreement in a timely and efficient manner. Ameriflex shall have no affirmative duty to pursue, verify or review this information and shall not be responsible for the consequences of Client’s failure to provide it. Client’s use of a third party to provide such information to Ameriflex does not absolve Client of its obligations under this Agreement;

- b. Upon notification by Ameriflex to Client or the carrier, adding Qualified Beneficiaries who have elected Continuation Coverage under Client's health Plan, including, if necessary, on a retroactive basis. Such notification shall include the provision of and/or access to online enrollment reports reflecting this and other related information;
- c. Making ultimate decision with regard to pursuing Qualified Beneficiaries whose addresses are discovered to be mistaken, outdated or otherwise incorrect;
- d. Ensuring that information provided to Ameriflex, Plan documents and arrangements with carriers are consistent;
- e. Acknowledging that Ameriflex makes no guarantee of sufficient funds on checks or other forms of payment made payable to Ameriflex from Qualified Beneficiaries electing Continuation Coverage. Ameriflex shall not be responsible for any payment deemed insufficient for such reasons;
- f. Acknowledging and understanding that any applicable laws, rules and regulations are subject to modification and amendment, which may require Ameriflex to adjust certain policies and procedures in order to discharge its duties;
- g. Maintaining its status as Plan Administrator for purposes of ERISA of any and all Plans for which Ameriflex is acting as third-party administrator for purposes of COBRA compliance;
- h. Notifying Ameriflex, in writing, of all entity changes, reorganizations, bankruptcies and any other transitions and their effect on benefit plans. Ameriflex shall take written direction from Client regarding entity changes and shall have no duty to pursue such information; and
- i. Examining all results, status reports, premium calculations, remittance reports and letters, and notifying Ameriflex of any discrepancies as soon as reasonably possible.

Client shall be responsible for all damages and/or overpayments that result or could have been avoided had Client timely reviewed its reports or data available to the Client and notified the appropriate parties of the discrepancies. All information required under this Section will be provided in such format and at such intervals as is reasonably required by, and acceptable to, Client and Ameriflex.

### 3.2 Premiums.

Client will determine the cost to the Plan for Continuation Coverage and establish the premium to be charged to Qualified Beneficiaries. Notwithstanding the foregoing, Ameriflex shall, at Client's request, provide guidance with regard to the premium to be charged for any health FSA or HRA it administers for Client, although the final determination of such premium shall remain the responsibility of Client.

### 3.3 Authority to Act.

Client will provide Ameriflex with the names of individuals authorized to act for Client in connection with this Agreement. In the case of a broker, agent or other third party who is not an owner or employee of Client, Ameriflex may first require the execution of a Designation of Outside Plan Representative form granting the authority to act for Client in connection with this Agreement

### 3.4 Settlement With Insurers.

Client shall be responsible for the settlement of billing and invoicing issues with insurance carriers arising from COBRA's time allowance for Qualified Beneficiaries to remit premium payments, including but not limited to, issues arising from the provision of Continuation Coverage to Qualified Beneficiaries who fail to remit premiums for such Continuation Coverage in a timely manner. Any efforts to settle such issues via the collection of payments from Qualified Beneficiaries, if any such efforts are necessary for same, will be the sole responsibility of Client. Client shall be fully responsible for the settlement of billing and invoicing issues with insurance carriers arising from Client's failure to reconcile the notification provided pursuant to this Section with insurer's bills and/or invoices in a timely fashion.

### 3.5 Ameriflex COBRA Responsibilities.

During the Term, the obligations of Ameriflex to provide COBRA administrative Services shall include the following:

- a. Providing COBRA General Rights letters for all new hires enrolled in the Plan with proof of confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Client;
- b. Providing COBRA Specific Rights/Qualifying Events letter, and enrollment forms for all Qualifying Events, to all Qualified Beneficiaries with proof or confirmation of mailing within ten (10) business days of receiving complete and appropriate data from Client;
- c. Providing notices of expiration or termination of Continuation Coverage and notices of conversion rights, if applicable, within ten (10) business days of learning of an applicable terminating event;
- d. Receiving and processing duly executed election responses;
- e. Tracking, monitoring and recording initial election periods for Qualified Beneficiaries;
- f. Notifying Client or the Client designated enrollment contact, when a Qualified Beneficiary elects Continuation Coverage upon receipt of completed enrollment form and first complete premium payment. Such notification can include the provision of and/or access to online reporting to Client;
- g. When requested by Client, preparing coupon booklets for Qualified Beneficiaries who elect Continuation Coverage;
- h. Tracking and monitoring the 45-day retroactive payment period for Qualified Beneficiaries in their election period;
- i. Tracking and monitoring monthly premium payments and 30-day grace periods for Qualified Beneficiaries;
- j. Collecting monthly premiums and remitting same to Client on a monthly basis;
- k. Determining the duration of Continuation Coverage;
- l. Notifying the Client-designated enrollment contacts promptly of any coverage termination of a Qualified Beneficiary who has previously elected Continuation Coverage. Such notification can include the provision of and/or access to online reporting to the Client-designated contact;

m. Providing reporting functionality to Client regarding Qualified Beneficiary status levels, payments and remittances; and

o. Upon timely request by Client and subject to the pricing terms in an applicable Order, sending open enrollment information to COBRA participants and processing same.

### 3.6 Maintenance of Roster of Qualified Beneficiaries.

Ameriflex will establish, maintain and update a roster containing the names of all Qualified Beneficiaries who elect Continuation Coverage under the Plan and provide such roster to Client on a monthly basis. The Client shall be responsible for examining such rosters and notifying Ameriflex of any discrepancies as soon as reasonably possible.

### 3.7 Remission of Premium Payment.

Ameriflex will maintain and render accounting of the premiums received from Qualified Beneficiaries for Continuation Coverage and remit the amounts collected, minus the statutory 2% administration fee, to Client at such times and in such manner as may be agreed upon by Ameriflex and Client, but not more frequently than monthly.

## **ARTICLE IV: Plan Administration. (FSA/DCFSA/HRA/HSA/CRA)**

### 4.1 Client Responsibilities; General Duties Owed to Ameriflex.

During the Term, Client shall carry out all necessary duties to Ameriflex and furnish Ameriflex with all information necessary to provide Plan administrative services, including, but not limited to:

a. Client has the authority and responsibility for the Plans and their operation, including the authority and responsibility for administering, construing and interpreting the provisions of the Plans and making all determinations thereunder. Client gives Ameriflex the authority to act on behalf of Client in connection with the Plans, but only as expressly stated in this Agreement, the Order, or as otherwise mutually agreed in writing by Client and Ameriflex. All final determinations as to a Participant's entitlement to Plan benefits, including access to the use of electronic payment cards for the enjoyment of said benefits, are to be made by Client as well as any determination upon appeal of a denied claim for Plans benefits. Client is considered the Plan Administrator and Named Fiduciary of the Plans benefits for purposes of ERISA. Client is considered the Plan Administrator. As Plan Administrator, only Client has the power to waive, alter, breach or modify the terms and conditions of the Plan and shall exercise all discretion and authority with respect to the disposition of available benefits.

b. Client, as Plan Administrator, shall be responsible for and has the duty to ensure compliance with COBRA (except where Client has otherwise engaged Ameriflex to provide COBRA Services), amend the Plans as may be necessary to ensure ongoing compliance with applicable law, including but not limited to the 2010 Health Care Act as amended by the 2010 Health Care Reconciliation Act, prepare and file any required tax and governmental returns (including Form 5500) relating to the Plans, determine if and when a valid election change has occurred, execute and retain required Plan and claims documentation, and take all other steps necessary to maintain and operate the Plans in compliance with applicable provisions of the Plans, ERISA, HIPAA, the Code and other applicable federal and state laws. It shall be Employer's responsibility to ensure



all participants' e-mail addresses and mailing addresses are accurate and up to date in order for Ameriflex to provide any notices or messaging as required under State and Federal laws.

#### 4.2 Ameriflex Responsibilities.

During the Term, Ameriflex shall carry out those duties as described in this Agreement and in any fully executed Order.

#### 4.3 Services Charges; Funding.

Client shall pay Ameriflex the service charges as set forth in the applicable Order. Client shall ultimately be responsible for the funding of the payment of a Plans benefits as described herein, including the provision of a prefund amount to Ameriflex, which shall be subject to a reasonable transition fee in the event of renewals. Payments pursuant to this Agreement shall be made via ACH as described in this Agreement. Client shall execute the ACH authorization form provided. Ameriflex reserves the right to charge a processing fee for settlement purposes. Client must choose a settlement option as provided on the funding form, new client application or renewal application.

#### 4.4 Information to Ameriflex.

a. Client shall furnish the information requested by Ameriflex as determined necessary to perform Ameriflex's functions hereunder, including information concerning the Plans and the eligibility of individuals to participate in and receive benefits from the Plans. Such information shall be provided to Ameriflex in the time and in the manner agreed to by Client and Ameriflex. Ameriflex shall have no responsibility with regard to benefits paid in error due to Client's failure to timely update such information. From time to time thereafter, Ameriflex shall provide Client with updated reports summarizing the eligibility data provided by Client ("Eligibility Reports") by electronic medium unless otherwise agreed to in writing by the parties. Client's use of a third party to provide such information to Ameriflex does not absolve Client of its obligations under this section. Client shall be exclusively responsible for the accuracy, completeness and timeliness of the information requested and provided to Ameriflex. Client understands and agrees that Ameriflex has no duty or responsibility to review, audit, verify or otherwise inquire into any data or information provided by Client to Ameriflex. Client is solely responsible to correct all errors in any data, files or other information provided by Ameriflex to Client created from the data and information originally provided to Ameriflex.

b. The Eligibility Reports shall specify the effective date for each Participant who is added to or terminated from participation in the Plans. Client shall be responsible for ensuring the accuracy of its Eligibility Reports, and bears the burden of proof in any dispute with Ameriflex relating to the accuracy of any Eligibility Report. Ameriflex shall have no liability to Client or any Participant as a consequence of an inaccurate Eligibility Report, and Ameriflex shall not have any obligation to credit Client for any claims expenses or administrative fees incurred or paid to Ameriflex as a consequence of Client failing to review Eligibility Reports for accuracy. Ameriflex shall assume that all such information is complete and accurate and is under no duty to question the completeness or accuracy of same.

c. Client shall cooperate with Ameriflex with regard to the collection and reporting of any information regarding a Plan or Plans or any Participant or Participants which is deemed necessary as part of the fulfillment of any reporting obligation imposed upon Ameriflex by any governmental agency. If Client fails to cooperate as aforementioned, Ameriflex reserves the right to report such failure to the governmental agency requesting the information. Furthermore, in addition to the indemnification obligations imposed elsewhere in this Agreement, Client shall indemnify Ameriflex for any penalties or

other negative actions undertaken by any such agency due to such failure by Client to cooperate with such collection and reporting efforts by Ameriflex.

d. The parties agree that Client is fully responsible for the accuracy and completeness of its electronic data submissions to Ameriflex and that the consequences of any error or errors in electronic data transmission made by Client or its agent shall not be the responsibility of Ameriflex but rather that of Client.

e. The parties agree that any such errors or errors requiring manual correction by Ameriflex shall result in the imposition of a Data Correction Fee to be paid by Client determined by the amount of time undertaken by Ameriflex to correct the error or errors, to wit: \$150.00 for the first hour (not pro-rated) and \$30.00 for every quarter-hour thereafter (not pro-rated) (“Data Correction Fee”). The parties further agree that any such manual correction shall not be undertaken until notice has been given to Client that such correction is necessary and Client has authorized same. This Data Correction Fee shall be assessed on a transmission-by-transmission basis. That is, errors that occur in subsequent transmissions shall be considered new errors even if they are the same or similar to errors in previous transmissions. Any such manual correction by Ameriflex shall not absolve Client of responsibility for any consequences resulting from the error or errors existing prior to the manual correction. Furthermore, the refusal of Client to authorize such manual correction shall not absolve Client of any such responsibility.

#### 4.5 Plan Documents and Plan Design.

Ameriflex shall provide a single Plan document and a single summary Plan description to Client for each Plan. Such documents shall be the sole property of Client. It is Client’s responsibility to ensure that the information contained in these documents reflects the desires of the Client. If the Plan sponsor finds any errors with regard to intended Plan design in these documents, Ameriflex will make necessary corrections as warranted provided timely notice of such errors is given to Ameriflex. Ameriflex, however, reserves the right to decline to make modifications to these documents bearing no direct relation to Plan design (e.g., formatting, grammar, stylistic concerns, and the like). It is the sole responsibility of Client to ensure that the Plan document is properly executed by a representative of the Plan sponsor and that the summary Plan description is distributed to Participants in accordance with applicable law. Client will notify Ameriflex of any changes to its Plans at least thirty (30) days before the effective date of such change. If such change requires an amendment to the Plan document and is to be made effective before the first day of the subsequent Plan year, Ameriflex shall levy a fee of \$150.00 to amend the Plan document for Client. Client may, in its discretion, amend its Plan documents on its own; however, Ameriflex is not responsible for compliance with any Plan document changes of which it is not made aware.

#### 4.6 Liability for Claims.

Client is ultimately responsible for payment of claims made pursuant to, and the benefits to be provided by, the Plans. Ameriflex does not insure or underwrite the liability of Client under the Plans. Except for expenses specifically assumed by Ameriflex in this Agreement, Client is responsible for all expenses incident to the Plans.

#### 4.7 Service Delivery.

Ameriflex shall provide customer service personnel by telephone during normal business hours as determined by Ameriflex, and shall provide electronic administrative services. Ameriflex shall not be deemed in default of this Agreement, nor held responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to causes beyond its reasonable control, including, but not limited to, natural disaster, act of God, labor controversy, civil disturbance, disruption of the public

markets, act of terrorism, war or armed conflict, or the inability to obtain sufficient materials or services required in the conduct of its business, including Internet access, or any change in or the adoption of any law, judgment or decree.

#### 4.8 Benefits Payments.

a. Ameriflex shall, on behalf of Client, operate under the express terms of this Agreement and the Plans. Ameriflex shall initially determine if persons covered by the Plans (as described in the Eligibility Reports) are entitled to benefits under the Plans and shall pay benefits from the Plans in its usual and customary manner to Participants. Ameriflex shall have no duty or obligation with respect to claims incurred prior to the Effective Date (“Prior Reimbursement Requests”), if any, and/or administration of the Plans or other services arising prior to the Effective Date (“Prior Administration”), if any, regardless of whether such services were/are to be performed prior to or after the Effective Date.

b. Client agrees that:

- (1) Ameriflex has no responsibility or obligation with respect to Prior Reimbursement Requests and/or Prior Administration;
- (2) Client will be responsible for processing Prior Reimbursement Requests (including any run-out claims submitted after the Effective Date) and maintaining legally required records of all Prior Reimbursement Requests and Prior Administration sufficient to comply with applicable legal requirements; and
- (3) Client shall indemnify and hold Ameriflex harmless for any liability relating to Prior Reimbursement Requests and/or Prior Administration.

#### 4.9 Reporting.

Ameriflex shall from time to time make available to Client via electronic medium a master report showing the payment history and status of Participant claims and the amounts and transactions of Participant accounts. Ameriflex shall also make available to Participants electronic access to reports showing their individual payment history and the amounts and transactions in their individual accounts.

#### 4.10 Recordkeeping.

Ameriflex shall maintain, for the duration of this Agreement, the usual and customary books, records and documents, including electronic records, that relate to the Plans and its Participants that Ameriflex has prepared or that have otherwise come within its possession. These books, records, and documents, including electronic records, are the property of Client, and Client has the right of continuing access to them during normal business hours at Ameriflex’s offices with reasonable prior notice. If this Agreement terminates, Ameriflex may deliver, or at Client’s request, will deliver all such books, records, and documents to Client, subject to Ameriflex’s right to retain copies of any records it deems appropriate. Client shall be required to pay Ameriflex reasonable charges for transportation or duplication of such records. Provided, however, that upon termination of this Agreement, Ameriflex must destroy or return to Client all PHI, including PHI that is in the possession of subcontractors or agents of Ameriflex. If it is infeasible to return or destroy PHI, Ameriflex shall provide to Client notification of the conditions that make return or destruction infeasible. Upon Client’s agreement that return or destruction of PHI is infeasible, Ameriflex shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Ameriflex retains such PHI. Ameriflex shall pay all storage charges for any such PHI for so long as Ameriflex retains such PHI.

#### 4.11 Standard of Care.

Ameriflex shall use reasonable care and due diligence in the exercise of its powers and the performance of its duties under this Agreement. If Ameriflex makes any payment under this Agreement to an ineligible person, or if more than the correct amount is paid, Ameriflex shall make a diligent effort to recover any payment made to or on behalf of an ineligible person or any overpayment. However, Ameriflex will not be liable for such payment, unless Ameriflex would otherwise be liable under another provision of this Agreement.

#### 4.12 Notices to Client.

Upon the request of Client, Ameriflex shall provide to Client all notices, including any required opt-out notices, reflecting its privacy policies and practices.

#### 4.13 Non-Discretionary Duties; Compliance Obligations.

Ameriflex and Client agree that the duties to be performed hereunder by Ameriflex are non-discretionary duties. Ameriflex is merely a claims-paying agent of Client. While Ameriflex may provide information to Client from time to time, such information shall not be construed as legal, accounting or other professional advice. Any and all compliance obligations with regard to the Plans are the ultimate responsibility of Client and Client is obligated to consult with its own professional advisors as to what those obligations might be and how they should be met. Ameriflex and Client may agree to additional duties in writing as may be specified in writing or in an Order from time to time.

### **ARTICLE V: Indemnification**

#### 5.1 \*\*\*RESERVED\*\*\*

#### 5.2 Indemnification by Ameriflex/Limitation of Liability.

Ameriflex agrees to indemnify and hold harmless Client from and against any and all claims, suits, causes of action, liabilities, losses, damages, costs, charges, expenses, judgments, and settlements that Client sustains as a result of any act or omission of Ameriflex in connection with the performance of services under this Agreement, provided that such acts or omissions do not arise out of or relate to verbal or written instructions or procedures supplied by Client.

Ameriflex will not be obligated to indemnify Client if it is determined that a judgment, determination, or settlement in litigation was entered into as a result of an act or omission by Client which was:

- (a) Criminal or fraudulent;
- (b) A negligent, reckless or intentional disregard of Client's obligations under this Agreement; or
- (c) A decision to proceed against any recommendation, advice or guidance of Ameriflex.

Notwithstanding the foregoing, Ameriflex will indemnify and hold Client harmless to the extent Ameriflex concurred in, instructed, directed, or caused such acts or omissions by Client whether by its own acts, its own omissions, or both.

IN NO EVENT SHALL AMERIFLEX BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST BUSINESS, LOSS OF DATA OR COST OF SUBSTITUTE

SERVICES) ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT BETWEEN THE PARTIES, AMERIFLEX SYSTEMS OR THE SERVICES PERFORMED THEREUNDER UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE). AMERIFLEX'S LIABILITY TO CLIENT (INCLUDING ITS AGENTS AND BROKERS OF RECORD), IN ANY CASE OR ADMINISTRATIVE ACTION, SHALL BE LIMITED TO ANY DIRECT DAMAGES IN AN AMOUNT EQUAL TO ACTUAL DAMAGES OR THE TOTAL AMOUNT OF FEES PAID BY CLIENT DURING THE PLAN YEAR IN WHICH THE EVENT OCCURS, WHICHEVER IS LESS, WITH THE EXCEPTION OF ANY FEES, FINES OR PENALTIES OF ANY NATURE IMPOSED BY ANY FEDERAL GOVERNMENTAL AUTHORITY (INCLUDING BUT NOT LIMITED TO THE DOL AND THE IRS).

### 5.3 Survival of Provision.

The provisions of this Article will survive the termination of this Agreement.

## **ARTICLE VI: Business Loss Coverage**

### 6.1 Business Loss.

Subject to the terms of this section, Ameriflex shall reimburse Client in the amount of any aggregate loss ("Business Loss") resulting from Client's offering a health FSA pursuant to this Agreement, such loss to be defined as the amount by which the total claims made against the Client's health FSA over the course of the Plan year surpass the "Employee Contributions," (defined as the total salary reductions (plus any COBRA-related health FSA premiums) contributed by health FSA participants) plus the payroll tax (FICA) savings enjoyed by Client by virtue of such salary reductions. The requirements to be reimbursed are:

- a. Client must be in compliance with all terms of this Agreement throughout the entire Plan year. Furthermore, Client must participate in the automatic settlement program for purposes of the Health FSA throughout the Plan year. Notwithstanding the foregoing, for public sector clients opting for a three-year Term only, such participation in the automatic settlement program is not required.
- b. Client must inform Ameriflex of its intent to claim a Business Loss within thirty (30) days of the end of the health FSA Plan year, or in the case of a health FSA with a grace period, within thirty (30) days of the expiration of such grace period, using a form provided by Ameriflex for that purpose. Client must be an active health FSA client of Ameriflex on the date the claim is made.
- c. Amounts that are carried over to a subsequent Plan year shall not count as claims made against Client's health FSA for the previous Plan year for purposes of determining a Business Loss, nor shall amounts carried over to a subsequent Plan year count as an Employee Contribution for such purposes.
- d. This Business Loss coverage is only available for health FSAs offered over the course of a 12-month Plan year. No such coverage is available for health FSAs offered over the course of a "short Plan year."
- e. No Business Loss Coverage shall be made available if any of the Business Loss is attributable to employee termination, reductions of hours or other actions undertaken by Client for the primary purpose of experiencing and/or enhancing such Business Loss.

f. In the event that a Business Loss claim is made and Ameriflex approves such claim, Client shall have the option of receiving a lump sum payment or having such amount credited against administrative fees charged by Ameriflex to Client for health FSA administration in the subsequent Plan year.

## **ARTICLE VII: Service Fees.**

### **7.1 Initial Case Setup Fee.**

An initial case setup fee specified in an Exhibit or Order, made a part hereof, will become payable to Ameriflex at the time this Agreement is executed.

### **7.2 Service Fee and Charges.**

A service fee and/or charges specified in an Exhibit or Order, made a part hereof, will be paid by Client to Ameriflex. **For Renewal Terms**, Ameriflex reserves the right to increase or modify the service fee at any time upon thirty (30) days' notice to Client, but no more than once every twelve (12) months. The service fee will be paid regardless of whether a Qualified Beneficiary electing Continuation Coverage pays the premiums for such Continuation Coverage for the period billed or the month enrolled in such Continuation Coverage. Ameriflex shall have the right to increase service fees and/or charges, including monthly charges, after the first year of providing the services, on an annual basis up to three percent (3%). Notwithstanding the foregoing, Ameriflex may also change the monthly service charges as of the date any change is made in the Plans by the Client.

Fees are noted in Addendum

### **7.3 Additional Fees.**

Charges for additional services requested by Client not included in this Agreement will be agreed upon prior to the performance of such services by Ameriflex.

### **7.4 Payment Terms.**

Client shall provide bank instructions for the use of Automated Clearing House ("ACH") for the automated collection of the fees described in this Article. Ameriflex will transmit an invoice to Client for service fees and/or charges on a monthly or periodic basis as agreed upon and will transmit invoices to Client for additional services immediately following the performance of such services, for the amount to be debited. If Client does not provide bank instructions for the use of ACH, Ameriflex will submit an invoice to Client and payment of each invoice is due upon receipt. Ameriflex reserves the right to charge a reasonable late fee and/or interest on the outstanding balance of all fees thirty (30) days past the due date and Client will be liable for all reasonable collection and attorneys' fees arising out of Client's failure to remit full payment.

All services charges of Ameriflex shall be billed separately from statements for payment of claims so that proper accounting can be made by Client of the respective amounts paid for claims and for administrative expenses.

### **7.5 COBRA Administration Fee.**

Ameriflex will retain the two percent (2%) COBRA Administration fee paid by the Qualified Beneficiary.

Ameriflex will also retain the two percent (2%) COBRA Administration fee for individuals on a COBRA disability extension. Ameriflex will remit to Client the additional allowable forty-eight percent (48%) after the initial eighteen (18) month continuation period has expired, payable during a period of disability extension.

## **ARTICLE VIII. Plan Administration Funding. (FSA/DCFSA/HRA/HSA/CRA)**

### **8.1 Payment of Benefits.**

The Client's health FSA and/or its HRA shall be considered unfunded Plans. Each week or at such other intervals as mutually agreed upon, Ameriflex will notify Client of the amount needed to pay approved benefit claims and Client shall pay or transfer into the bank account the amount needed for the payment of Plans benefits. Client shall enter into such agreements and provide instructions to its bank as necessary to implement this Article. Ameriflex shall have the authority to provide whatever notifications, instructions or directions as may be necessary to accomplish the disbursement of such Plans funds to or on behalf of Participants in payment of approved claims.

### **8.2 Funding of Benefits.**

Funding for any payment on behalf of the Participants under the Plans, including but not limited to, all benefits to Participants in accordance with the Plans, is the sole responsibility of Client, and Client agrees to accept liability for, and provide sufficient funds to satisfy, all payments to Participants under the Plans, including claims for reimbursement for covered expenses, if such expenses are incurred and the claim is presented for payment during the terms of this Agreement. Client shall provide to Ameriflex all benefit claims funding amounts as chosen during implementation or as agreed to on a funding form, an order form or other similar form. Client agrees that any funding submitted to Ameriflex shall be comprised of general assets, does not consist of Plan assets or participant/employee contributions within the meaning of ERISA and shall not be segregated by Ameriflex. Client must choose a settlement option provided on the funding form or New Client Application or Order.

## **ARTICLE IX. GENERAL PROVISIONS**

### **9.1 Notices.**

All notices, certificates or other communications hereunder, which do not relate to any of the "service" terms, will be sufficiently given and will be deemed given when mailed by certified or registered mail, postage prepaid with proper address, at such addresses as either party may designate in writing to the other from time to time for such purposes. Ameriflex and Client may, by written notice given by each to the other, designate any address or addresses to which notices or other communications to them will be sent when required as contemplated by this Agreement.

Client agrees that Ameriflex may communicate confidential, protected, privileged or otherwise sensitive information to Client.

Unless otherwise agreed to in writing, Client agrees that Ameriflex may deliver or furnish information to Participants by print or electronic media, including but not limited to, electronic message, intranet or internet websites.

### **9.2 Severability.**

The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.

### 9.3 Survival of Obligations.

The parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive the termination or expiration of this Agreement.

### 9.4 Termination of Agreement.

a. This Agreement with respect to COBRA Administration will terminate upon the first to occur of the following:

1. The expiration of thirty (30) days after written notice has been given by Client or Ameriflex to the other party that Client or Ameriflex has breached any material obligations under this Agreement, and such breach has not been cured after such notice has been given;
2. The date specified in a written notice given by Ameriflex to Client of Ameriflex's termination of this Agreement due to Client's failure to remit to Ameriflex charges or fees for the service; or
3. The end of the Term referenced in an applicable Order if Client or Ameriflex has given the other party at least sixty (60) days written notice of its intent to terminate the Agreement at the end of such Term.

b. In the event of termination of this Agreement, Ameriflex will, unless Client and Ameriflex otherwise agree:

1. Complete the processing of all amounts received by Ameriflex as premiums payable by those who had elected Continuation Coverage prior to the termination, except that Ameriflex shall not be responsible for the termination of Qualified Beneficiaries from Continuation Coverage beyond the date of the termination of this Agreement;
2. Release to Client in any reasonably usable format agreed to by the parties, all necessary records and files relating to billings and in-force records that have been developed and maintained by Ameriflex pursuant to this Agreement;
3. Deliver to Client all unused materials, equipment and specifications that were furnished by Client. Client will fulfill all lawful obligations with respect to policies affected by this Agreement, regardless of any dispute between Client and Ameriflex; and



4. Ameriflex and Client agree that Ameriflex shall not be in any way responsible for the termination of Qualified Beneficiaries from Continuation Coverage beyond the date of the termination of this Agreement.

c. If Ameriflex performs any services pursuant to this Agreement following its termination, including but not limited to services described in this Agreement or an applicable Order, Ameriflex will be entitled to its fees or other charges on the same basis as if this Agreement has continued in effect for the period during which such services were performed. Ameriflex will transmit an invoice to Client for services rendered following termination of this Agreement, and this invoice will be payable upon receipt.

d. This Agreement, with respect to FSA/DCFSA/HRA/HSA/CRA Administration will terminate upon the first to occur of the following:

1. The expiration of thirty (30) days after written notice has been given to Client or Ameriflex to the other that Client or Ameriflex has breached a material obligation under this Agreement, and such breach has not been cured after such notice has been given;
2. The date specified in a written notice given by Ameriflex to Client of Ameriflex's termination of this Agreement due to Client's failure to remit to Ameriflex charges for services; or
3. The end of the Term referenced in an applicable Order if Client or Ameriflex has given the other party at least sixty (60) days written notice of its intent to terminate this Agreement at the end of such Term.

e. If any or all of the FSA/DCFSA/HRA/HSA/CRA Plans are terminated, Client and Ameriflex may mutually agree in writing that this Agreement shall continue for the purpose of payment of any Plans benefit, expense or claims incurred prior to the date of Plans termination. In addition, Client and Ameriflex may mutually agree in writing that this Agreement shall continue for the purpose of payments of any claims for which requests for reimbursements have been received by Ameriflex before the date of such termination. If this Agreement is continued, Client shall pay the monthly services charges incurred during the period that this Agreement is so continued. This Agreement shall continue as provided by and subject to an applicable Order and this Agreement.

f. Nothing in this Article shall be construed to prevent Ameriflex from correcting any errors in administration, material or otherwise, within a reasonable period of time not to exceed thirty (30) days from notice of the error.

g. Nothing in this Article shall be construed to prevent Ameriflex from cancelling or terminating this Agreement prior to implementation, if implementation of the Services and/or Plans is not feasible to administer as Client requests.

h. Termination of this Agreement shall result in the return to Client of any Client provided funds to the extent that such funds exceed the obligations of Ameriflex under this Agreement, a

reasonable transition fee for the purpose of undertaking the transfer and/or closing-out of the Plan(s) on Client's behalf. Such return of funds shall be effectuated upon the receipt by Ameriflex of a letter from an authorized representative of Client on Client's letterhead requesting the same upon or after the conclusion of any applicable run-out period.

i. When a group terminates with Ameriflex they must send a letter, on their letterhead, to Ameriflex requesting the release of any prefund dollars. This letter must be sent after the run-out period for the terminated group.

j. Nothing in this Article shall prevent Client from exercising its rights to terminate this Agreement without penalty under the terms of this Agreement

k. Client agrees that any early termination of an Order or this Agreement, for reasons other than those described herein, shall cause Ameriflex to collect the remaining balance which would be due under such Order, had the Order or this Agreement not been terminated early.

#### 9.5 No Waiver.

The failure of either party to demand strict performance by the other party of any of the terms or conditions set forth herein shall not be construed as a waiver or relinquishment of that party's right to demand strict and complete performance by the other party of said terms and conditions.

#### 9.6 Counterparts.

The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. In proving this Agreement, a party must produce or account only for the executed counterpart of the party to be charged.

#### 9.7 Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, VENUE AND JURISDICTION SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN FLORIDA, AND BOTH PARTIES HEREBY CONSENT TO SUCH JURISDICTION AND VENUE.

#### 9.8 Arbitration and Limitations on Actions.

Any controversy or claim arising out of or relating to this Agreement between Client and Ameriflex, or the breach thereof, shall be subject to non-binding arbitration prior to the filing of a complaint in a court of law; provided, however, that such arbitration shall be final and binding and may be enforced in any court with the requisite jurisdiction if the parties agree in advance, in writing, that such arbitration shall have final, binding effect. All arbitration, whether binding or non-binding, shall be conducted in

accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in a location within a fifty (50) mile radius of Dallas, Texas. Neither party to this Agreement may file such an arbitration request against the other party more than three (3) years after the act or omission giving rise to the action, nor may either party file a claim against the other party more than three (3) years after the act or omission giving rise to the action.

#### 9.9 Audits.

Each party shall be authorized to perform audits of the records of payment to all Participants and other data specifically related to performance of the parties under this Agreement upon thirty (30) days prior written notice to the other. Audits shall be performed during normal working hours. Audits may be performed by an agent of either party provided such agent signs an acceptable confidentiality agreement. Each party agrees to provide reasonable assistance and information to the auditors. Client acknowledges and agrees that if it requests an audit, it shall reimburse Ameriflex for Ameriflex's reasonable expenses, including copying and labor costs, in assisting Client to perform the audit. Each party also agrees to provide such additional information and reports as the other party shall reasonably request. In no event, however, shall Client have access to Ameriflex's individual payroll and personnel files, any information relating to Ameriflex's other clients, or any of Ameriflex's overhead costs or related information.

#### 9.10 Non-Disclosure of Proprietary/Confidential Information.

a. Client and Ameriflex each acknowledge that in contemplation of entering into this Agreement (and as a result of the contractual relationship created hereby), each party has revealed and disclosed, and shall continue to reveal and disclose to the other, information which is proprietary and/or confidential information of such party. Client and Ameriflex agree that each party shall: (1) keep such proprietary and/or confidential information of the other party in strict confidence; (2) not disclose confidential information of the other party to any third parties or to any of its employees not having a legitimate need to know such information; and (3) not use confidential information of the other party for any purpose not directly related to and necessary for the performance of its obligations under this Agreement (unless required to do so by a court of competent jurisdiction or a regulatory body having authority to require such disclosure).

b. Information revealed or disclosed by a party for any purpose not directly related to and necessary for the performance of such party's obligations under this Agreement shall not be considered confidential information of such party for purposes hereof: (1) if, when, and to the extent such information is or becomes generally available to the public without the fault or negligence of the party receiving or disclosing the information; or (2) if the unrestricted use of such information by the party receiving or disclosing the information has been expressly authorized in writing and in advance by an authorized representative of the other party. For purposes of this Section 9.10, confidential information is any information in written, human-readable, machine-readable, or electronically recorded form (and marked as confidential and/or proprietary or words of similar import) and information disclosed verbally in connection with this Agreement and identified as confidential and/or proprietary (or words of similar import); and programs, policies, practices, procedures, files, records, and correspondence concerning the parties' respective businesses or finances. The terms and conditions of this Section 10.10 shall survive the termination of this Agreement.

#### 9.11 Designation of Outside Plan Representative Form.

For purposes of the execution of this Agreement, Ameriflex will only accept the signature of a broker or other designated agent if a duly authorized representative of Client executes the Designation of OPR Form. In accordance with the terms of this form, such designation shall also operate as a designation of

an agent for purposes of Plan administration, meaning that Client executing such form authorizes the agent to act on behalf of the Plan Administrator for Client's Plans.

9.12 Business Associate Agreement.

A Business Associate Agreement is included in this Agreement as Exhibit A. The execution of this Agreement shall also operate as an execution of said Business Associate Agreement.

9.13 Escheatment.

Client is responsible for compliance with all escheatment obligations.

9.14 Plan Start Date.

If Client selects a Plan start date which has already passed and/or is in the past, Client understands, acknowledges and agrees that it will not hold Ameriflex liable or responsible, and will hold Ameriflex harmless, for any effects or consequences, whether monetary or otherwise, which may arise out of the Client's decision to establish a Plan with a start date which has already passed.

9.15 Changes to Agreement.

In the event of changes to federal or state laws or regulations affecting any, some or all of the Services, Ameriflex may make changes to this Agreement with thirty (30) days' notice to Client. If within thirty (30) days of the notification of the change or changes, Client elects to terminate this Agreement, Client may do so within thirty (30) days of such notification without penalty.

9.16 Independent Contractor.

It is understood between the parties hereto that the relationship of the parties under this Agreement shall be that of independent contractors, and shall not be construed to constitute an agency, partnership, joint venture, or a Client/employee relationship.

9.17 Entire Agreement/Assignment.

This Agreement, along with any applicable Orders and/or funding forms, constitutes the entire agreement between the parties and supersedes any prior agreements or understandings, written or verbal, including any marketing or advertising materials, or other media, concerning the subject matter hereof. No modification of nor addition to this Agreement will be effective unless evidenced by a writing signed by the parties hereto. Client may not assign this Agreement, nor any part hereof, to any unaffiliated third party without prior, written consent of Ameriflex.

## **EXHIBIT A**

### **HIPAA Business Associate Agreement**

This Business Associate Agreement (the "BA Agreement") is entered into by and between Ameriflex and Client (each a "Party" and collectively the "Parties"). This BA Agreement is incorporated by reference into the Administrative Services Agreement (the "Agreement").

**WHEREAS**, Client, as a plan sponsor of health benefit plans, is required to enter into this BA Agreement to obtain satisfactory assurances that Ameriflex, a Business Associate under the Health Insurance Portability and Accountability Act (“HIPAA”), will appropriately safeguard all Protected Health Information (“PHI”) disclosed, created or received by Ameriflex on behalf of Client; and

**WHEREAS**, Client desires to engage Ameriflex to perform certain functions described in the Agreement, for, or on behalf of Client involving the disclosure of PHI by Client to Ameriflex, or the creation or use of PHI by Ameriflex, and Ameriflex desires to perform such functions; and

**WHEREAS**, Ameriflex may be considered an organization that provides data transmission of PHI to Client and requires access on a routine basis to PHI. As required under the Omnibus HITECH Act Final Regulations as of January 25, 2013, Ameriflex will be treated as a Business Associate of the Client.

## **I. Definitions.**

Unless otherwise defined, terms used in this BA Agreement have the same meaning as those terms in the Standards for Privacy of Individually Identifiable Health Information or the HIPAA Security Standards (“HIPAA Privacy and Security Rules”).

- a. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.
- b. “Breach Notification Rule” shall mean the Standards and Implementation Specifications for Notification of Breaches of Unsecured Protected Health Information under 45 CFR Parts 160 and 164, subparts A and D.
- c. “Business Associate” shall mean Ameriflex.
- d. “Covered Entity” shall mean Client.
- e. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103.
- f. “Electronic Transactions Rule” shall mean the final regulations issued by HHS concerning standard transactions and code sets under 45 CFR § 160 and § 162.
- g. “Enforcement Rule” shall mean the Enforcement Provisions set forth in 45 CFR § 160.
- h. “Genetic Information” shall have the same meaning as the term “genetic information” in 45 CFR § 160.103.
- i. “HHS” shall mean the Department of Health and Human Services.
- j. “HIPAA Rules” shall mean the Privacy Rule, Security Rule, Breach Notification Rule, and Enforcement Rule.
- k. “HITECH Act” shall mean the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009.
- l. “Privacy Rule” shall mean the Privacy Standards and Implementation Specifications at 45 CFR § 160 and § 164, subparts A and E.

- m. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity pursuant to this BA Agreement.
- n. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- o. “Security Incident” shall have the same meaning as the term “security incident” in 45 CFR § 164.304.
- p. “Security Rule” shall mean the Security Standards and Implementation Specifications at 45 CFR Parts 160 and 164, subparts A and C.
- q. “Subcontractor” shall have the same meaning as the term “subcontractor” in 45 CFR § 160.103.
- r. “Transaction” shall have the meaning given the term “transaction” in 45 CFR § 160.103.
- s. “Unsecured Protected Health Information” shall have the meaning given the term “unsecured protected health information” in 45 CFR § 164.402.

## **II. Responsibilities of Business Associate.**

With regard to its use and/or disclosure of PHI, Business Associate agrees to:

- a. use and/or disclose PHI only as necessary to provide the services, as permitted or required by this Agreement or as otherwise required by law;
- b. implement and use appropriate administrative, physical and technical safeguards to prevent the use or disclosure of PHI other than as permitted or required by this Agreement and to reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that Business Associate creates, receives, maintains or transmits on behalf of Client;
- c. without unreasonable delay, report to Client (i) any use or disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware; and/or (ii) any security incident of which Business Associate become aware, except that, for purposes of this reporting requirement the term “Security Incident” does not include inconsequential incidents that occur on a frequent basis such as scans or “pings” that are not allowed past Business Associate’s firewall. Business Associate will provide any notice of privacy breaches or security incidents as mandated by the HIPAA Privacy and Security Rules to Client.
- d. require all of its subcontractors and agents that create, receive, maintain or transmit PHI to agree, in writing, to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Business Associate.
- e. make available its internal practices, books and records relating to the use and/or disclosure of PHI to Client for purposes of determining Business Associate’s compliance with the HIPAA Privacy and Security Rules to the Secretary of Health and Human Services, for purposes of the Secretary

determining Business Associate or Client's compliance with the HIPAA Privacy and Security Rules.

- f. document and within thirty (30) days after receiving a written request from Client, make available to Client, information necessary for Client to make an accounting of disclosures of PHI about an individual, in accordance with 45 CFR §164.528.
- g. notwithstanding subsection (f), in the event that Business Associate, in connection with the Services, uses or maintains an Electronic Health Record of PHI of or about an individual, then Business Associate shall, when and as directed by Client, make an accounting of disclosures of PHI directly to an individual within thirty (30) days, in accordance with the requirements for accounting for disclosures made through an electronic health record.
- h. provide access within thirty (30) days after receiving a written request from Client for PHI that constitutes a Designated Record Set about an individual, which is sufficient to allow Client to comply with the requirements of 45 CFR § 164.524.
- i. to the extent that PHI in Business Associate's possession constitutes a Designated Record Set, make available within thirty (30) days after a written request by Client, PHI for amendment and incorporate any amendments to the PHI as directed by Client.
- j. request, use and/or disclose only the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure.
- k. not directly or indirectly receive remuneration in exchange for any PHI and not make or cause to be made any fundraising communication that is prohibited by 42 USC §17935 or §17936.
- l. maintain appropriate insurance to cover HIPAA violations.
- m. notify Client within ten (10) days of discovery if there is a breach by either Business Associate or one of its agent of unsecured PHI, as defined in and consistent with, the HITECH Act and any regulations or guidance issued thereunder. Such notification shall be made in writing, within ten (10) days of discovery and include the names, circumstances, date of breach and date of discovery, information breach, any steps the individuals should take to protect themselves, any steps Business Associate is taking to investigate the breach, mitigate losses and protect against future breaches, and a contact person.
- n. if requested by Client, Business Associate shall notify the individuals involved or the media or the US Department of Health and Human Services, as applicable.

### **III. Responsibilities of Client.**

In addition to any other obligations set forth in the Agreement, Client:

- a. shall identify which of the records it furnishes to Business Associate to accomplish the Services.
- b. shall provide to Business Associate only the minimum PHI necessary to accomplish the Services.
- c. in the event that the Client is required to comply with a request to restrict the use and/or disclosure of PHI, or receives revisions to a notice of privacy practices, or is notified by an individual for confidential communications, Client agrees not to provide Business Associate any PHI that is

subject to any of those restrictions or limitations to the extent any may limit Business Associate's ability to use and/or disclose PHI as permitted or required under this BA Agreement unless Client notifies Business Associate of the restriction or limitation and Business Associate agrees to honor the restriction or limitation.

- d. shall be responsible for using administrative, physical and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to the Agreement, including this BA Agreement, in accordance with the standards and requirements of HIPAA, until such PHI is received by Business Associate.
- e. shall obtain any consent or authorization that may be required by applicable federal or state laws and regulations prior to furnishing Business Associate the PHI.

#### **IV. Permitted Uses and Disclosures by Business Associate.**

Unless otherwise limited in the Agreement or this BA Agreement or applicable law, in addition to any other uses and/or disclosures permitted or required by this BA Agreement, Business Associate may:

- a. make any and all uses and/or disclosures of PHI necessary to provide the Services to Client.
- b. use and disclose to subcontractors and agents the PHI in its possession for its proper management and administration or to carry out the legal responsibilities of Business Associate, provided that any third party to which Business Associate discloses PHI for those purposes provides written assurances in advance that (i) the information will be held confidentially and used or further disclosed only as required by law, (ii) the information will be used only for the purposes for which it was disclosed to the third party, and (iii) the third party promptly will notify Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached.
- c. de-identify any and all PHI received or created by Business Associate under this BA Agreement, which de-identified information shall not be subject to this BA Agreement and may be used and disclosed on Business Associate's own behalf, all in accordance with the de-identification requirements of the Privacy Rule.
- d. use or disclose PHI as required by law.

#### **V. Termination.**

- a. This BA Agreement shall remain in effect for the term of the Agreement. Upon termination of the Agreement, Business Associate will retain no copies of the PHI and will, within thirty (30) days, return or destroy such, including all PHI in possession of Business Associate's agents or subcontractors. If such return or destruction is not feasible, Business Associate will continue to extend the protections, limitations and restrictions afforded to PHI hereunder.
- b. Upon a party's material breach or violation of this BA Agreement, then the non-breaching party shall provide written notice of the breach or violation to the other party that specifies the nature of the breach or violation. The breaching party must cure the breach or end the violation on or before thirty (30) days after receipt of written notice. In the absence of a cure reasonably satisfactory to the non-breaching party within the specified timeframe, then the non-breaching party may terminate the Agreement, including this BA Agreement.



**VI. Miscellaneous.**

- a. The parties agree to amend this BA Agreement to comply with any amended, updated or new applicable laws or requirements of the HITECH Act, where necessary.
- b. The parties intend that Business Associate is an independent contractor and not an agent of the Client.
- c. All notices and communications required by this BA Agreement shall be in writing and shall be given by first-class registered mail, postage prepaid or by electronic mail to the address that each party specifies in writing.
- d. This BA Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or verbal, with regard to this same subject matter.

**EXHIBIT B**

**FEES**

**HRA/FSA/DCA Combo: \$3.50 pppm (single participant pricing), \$60.00 monthly minimum**

**COBRA: \$0.55 cents per insured per month, \$0.00 monthly minimum**

**Renewal fee: \$0.00**

**Setup fee: \$0.00**

**EMPLOYER**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# MEMORANDUM

ITEM NO. 3H

**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** September 14, 2021  
**Subject:** Community Development Block Grant – Mitigation

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The Town of Surfside submitted a grant application in September 2020 to the State of Florida Department of Economic Opportunity (DEO) to assist in funding a town-wide stormwater master plan. The Town was informed in January 2021 that it had been awarded \$107,500 in CDBG-MIT (Community Development Block Grant – Mitigation) funding to develop a drainage improvement plan to enhance the system that serves the Town. This particular funding source originates from the U.S. Department of Housing and Urban Development (HUD) making this a federal award under the CDBG-MIT General Planning Program.

Improvements to the drainage system will mitigate flooding from heavy rainfall and ensure the Town's resilience against storm surge and sea-level rise. The stormwater master plan and future flood risk assessment will be considered in developing the drainage system improvements, ensuring that the recommended improvements address current flooding challenges and prepare the town for future ones.

The Town has been working with the DEO on the federally compliant Request for Qualifications procurement document. The Town will procure an engineering firm to:

- Collect, Review and Analyze Current Mapping Data
  - Access and review database of existing conditions the Town has completed on the drainage system
  - Provide mapping and data collection report
  - Access the existing drainage system and flood hazard conditions information
- Produce a stormwater modeling report with scenario
  - Model existing stormwater and drainage condition
- Develop the Adaptation Strategy
  - Prepare a completed drainage improvement and flood mitigation design/plan for internal review

- Stormwater Master Plan
  - Develop drainage improvement final plan and integrate into a final Stormwater Master Plan, as well as a funding strategy

Town Administration is requesting authorization to execute a CDBG-MIT (Community Development Block Grant – Mitigation) funding agreement for a stormwater master plan.

Reviewed by: KB/LA

Prepared by: JG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ACCEPTING A \$107,500 COMMUNITY DEVELOPMENT BLOCK GRANT – MITIGATION PROGRAM (CDBG-MIT) FROM THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY (DEO) TO DEVELOP A DRAINAGE IMPROVEMENT PLAN FOR THE TOWN’S STORMWATER SYSTEM; APPROVING A FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM (CDBG-MIT) SUBRECIPIENT AGREEMENT WITH THE DEO; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Surfside (“Town”) has been awarded a \$107,500 Community Development Block Grant - Mitigation Program (CDBG-MIT) (the “Grant”) by the Florida Department of Economic Opportunity (“DEO”) to develop a drainage improvement plan for the Town’s stormwater system; and

**WHEREAS**, improvements to the Town’s drainage system will mitigate flooding from heavy rainfall and strengthen the Town’s resiliency against storm surges and sea level rise; and

**WHEREAS**, the Town Commission desires to accept the Grant and authorize the Town Manager to execute the Federally Funded Community Development Block Grant Mitigation Program (CDBG-MIT) Subrecipient Agreement (the “Grant Agreement”) with the DEO, in substantially the form attached hereto as Exhibit “A”; and

**WHEREAS**, the Town Commission finds that this Resolution in the best interest of the Town and will promote the health, safety, and welfare of the Town and its residents and visitors.

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

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

**Section 2. Grant Accepted and Grant Agreement Approved.** The Town Commission hereby accepts the Grant and approves the Grant Agreement, in substantially the form attached hereto as Exhibit “A.”

**Section 3. Implementation.** The Town Manager is hereby authorized to execute the Grant Agreement with DEO, in substantially the form attached hereto as Exhibit “A,” subject to final approval by the Town Attorney as to form, content and legal sufficiency. The Town Manager is further authorized to take any and all necessary action to implement the purposes of the Grant Agreement and this Resolution.

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

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of September, 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:

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

**State of Florida**  
**Department of Economic Opportunity**

**Federally Funded**  
**Community Development Block Grant**  
**Mitigation Program (CDBG-MIT)**  
**Subrecipient Agreement**

THIS SUBRECIPIENT AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, (hereinafter referred to as “DEO”) and Town of Surfside hereinafter referred to as the “Subrecipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

WHEREAS, pursuant to Public Law (P.L.) P.L. 115-123 Bipartisan Budget Act of 2018 and Additional Supplemental Appropriations for Disaster Relief Act 2018 (approved February 9, 2018), and P.L. 116-20 Supplemental Appropriations for Disaster Relief Requirements Act, 2019 (approved June 6, 2019), Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, P.L. 115-56, the “Continuing Appropriations Act, 2018” ; and the requirements of the Federal Register (FR) notices entitled “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Mitigation Grantees”, 84 FR 45838 (August 30, 2019) and “Allocations, Common Application, Waivers, and Alternative Requirements for Community Development Block Grant Disaster Recovery Grantees” (CDBG Mitigation) 86 FR 561 (January 6, 2021);(hereinafter collectively referred to as the “Federal Register Guidance”), the U.S. Department of Housing and Urban Development (hereinafter referred to as “HUD”) has awarded Community Development Block Grant–Mitigation (CDBG-MIT) funds to DEO for mitigation activities authorized under Title I of the Housing and Community Development Act of 1974 (HCDA) (42 United States Code (U.S.C.) § 5301 *et seq.*) and applicable implementing regulations at 24 C.F.R. part 570 and consistent with the Appropriations Act.

WHEREAS, CDBG-MIT funds made available for use by the Subrecipient under this Agreement constitute a subaward of the DEO Federal award, the use of which must be in accordance with requirements imposed by Federal statutes, regulations and the terms and conditions of DEO’s Federal award.

WHEREAS, the Subrecipient has legal authority to enter into this Agreement and by signing this Agreement, the Subrecipient represents and warrants to DEO that it will comply with all the requirements of the subaward described herein.

WHEREAS, all CDBG-MIT activities carried out by the Subrecipient will: (1) meet the definition of mitigation activities. For the purpose of this funding, mitigation activities are defined as those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters; (2) address the current and future risks as identified in DEO’s Mitigation Needs Assessment of most impacted and distressed area(s); (3) be CDBG-eligible activities under the HCDA or otherwise eligible pursuant to a

waiver or alternative requirement; and (4) meet a national objective, including additional criteria for mitigation activities and a Covered Project.

**NOW THEREFORE**, DEO and the Subrecipient agree to the following:

**(1) SCOPE OF WORK**

The Scope of Work for this Agreement includes Attachment A, Project Description and Deliverables. With respect to Attachment B, Project Budget, and Attachment C, Activity Work Plan, the Subrecipient shall submit to DEO such Attachments in conformity with the current examples attached hereto as necessary and appropriate. Provided further, if there is a disagreement between the Parties, with respect to the formatting and contents of such attachments, then DEO's decisions with respect to same shall prevail, at DEO's sole and absolute discretion.

**(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES**

Subrecipient has diligently reviewed this Agreement and is a sophisticated organization having experience managing projects with funds made available through federal grants. Subrecipient is familiar with DEO's grant agreement with HUD, has reviewed applicable CDBG-MIT regulations and guidelines, will conduct, and will ensure its activities are in compliance with DEO's grant agreement with HUD and all applicable CDBG-MIT regulations and guidelines. Subrecipient agrees to abide by all applicable State and Federal laws, rules and regulations, including but not limited to, the Federal laws and regulations as now in effect and as may be amended from time to time, set forth in 24 CFR Part 570, applicable Federal Register Notices, the State's Action Plan, and all applicable CDBG-MIT regulations and guidelines.

Subrecipient shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 CFR Part 75, 29 CFR Part 95, 2 CFR Part 200, 20 CFR Part 601, 24 CFR Part 570 subpart I, *et seq.*, and all other applicable federal laws, regulations, and policies governing the funds provided under this Agreement as now in effect and as may be amended from time to time.

**(3) PERIOD OF AGREEMENT**

This Agreement is effective as of the date DEO executes this Agreement (the "Effective Date") and ends forty-eight (48) months after execution by DEO, unless otherwise terminated as set forth herein.

**(4) RENEWAL AND EXTENSION**

This Agreement shall not be renewed. DEO shall not grant any extension of this Agreement unless the Subrecipient provides justification satisfactory to DEO in its sole discretion and DEO's Director of the Division of Community Development approves such extension in writing

**(5) MODIFICATION OF AGREEMENT**

Modifications to this Agreement shall be valid only when executed in writing by the Parties. Any modification request by the Subrecipient constitutes a request to negotiate the terms of this Agreement. DEO may accept or reject any proposed modification based on DEO's sole determination and absolute discretion, that any such acceptance or rejection is in the State's best interest.

**(6) RECORDS**

(a) The Subrecipient's performance under this Agreement shall be subject to 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards



as now in effect and as may be amended from time to time.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, and representatives of the Federal government and their duly authorized representatives shall have access to any of the Subrecipient's books, documents, papers and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Subrecipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Subrecipient will provide to DEO all necessary and appropriate financial and compliance audits in accordance with Paragraph (7), Audit Requirements and Attachments I and J herein and ensure that all related party transactions are disclosed to the auditor.

(e) The Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and the compliance of all subrecipients, contractors, subcontractors and consultants paid from funds under this Agreement for a period of six (6) years from the date DEO issues the final closeout for this award. The Subrecipient shall also comply with the provisions of 24 CFR 570.493 and 24 CFR 570.502(a)(7)(ii). The Subrecipient shall further ensure that audit working papers are available upon request for a period of six (6) years from the date DEO issues the final closeout of this Agreement, unless extended in writing by DEO. The six-year period may be extended for the following reasons:

1. Litigation, claim or audit initiated before the six-year period expires or extends beyond the six-year period, in which case the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
2. Records for the disposition of non-expendable personal property valued at \$1,000 or more at the time of acquisition shall be retained for six (6) years after final disposition.
3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Subrecipient shall maintain all records and supporting documentation for the Subrecipient and for all contractors, subcontractors and consultants paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the scope of work and all other applicable laws and regulations.

(g) The Subrecipient shall either (i) maintain all funds provided under this Agreement in a separate bank account or (ii) ensure that the Subrecipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement. Provided further, that the only option available for advanced funds is to maintain such advanced funds in a separate bank account. There shall be no commingling of funds provided under this Agreement with any other funds, projects or programs. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, Subparagraph (22)(e), Repayments.

(h) The Subrecipient, including all of its employees or agents, contractors, subcontractors and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the Federal government or their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

## (7) AUDIT REQUIREMENTS

(a) The Subrecipient shall conduct a single or program-specific audit in accordance with the provisions of 2 CFR part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) Within sixty (60) calendar days of the close of Subrecipient's fiscal year, on an annual basis, the Subrecipient shall electronically submit a completed Audit Compliance Certification to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com), and DEO's grant manager; a blank version of which is attached hereto as Attachment J. The Subrecipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Subrecipient.

(c) In addition to the submission requirements listed in Attachment I, Audit Requirements, the Subrecipient shall send an electronic copy of its audit report to DEO's grant manager for this Agreement by June 30 following the end of each fiscal year in which it had an open CDBG-MIT subgrant.

(d) Subrecipient shall also comply with the Federal Audit Clearinghouse rules and directives, including but not limited to the pertinent Report Submissions provisions of 2 C.F.R. 200.512, when such provisions are applicable to this Agreement.

## **(8) REPORTS**

Subrecipient shall provide DEO with all reports and information set forth in Attachment G, Reports. The monthly reports and administrative closeout reports must include the current status and progress of Subrecipient and all subcontractors in completing the work described in Attachment A, Scope of Work, and the expenditure of funds under this Agreement. Within 10 calendar days of a request by DEO, Subrecipient shall provide additional program updates or information. Without limiting any other remedy available to DEO, if all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are completed to DEO's satisfaction. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

## **(9) INSPECTIONS AND MONITORING**

(a) Subrecipient shall cooperate and comply with DEO, HUD, and auditors with any inspections and will immediately provide access to records and financial statements as deemed necessary by DEO, HUD, and their respective auditors at least in accordance with requirements of 2 CFR part 200 and 24 CFR 570.489.

(b) Subrecipient shall cooperate and comply with monitoring of its activities as deemed necessary by DEO to ensure that the subaward is used for authorized purposes in compliance with federal statutes, regulations, and this Agreement.

(c) Without limiting the actions DEO, HUD, or their respective investigators may take, monitoring procedures will include at a minimum: (1) reviewing financial and performance reports required by DEO; (2) following-up and ensuring Subrecipient takes timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from DEO as detected through audits, on-site reviews and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to Subrecipient from DEO as required by 2 CFR §200.521.

(d) Corrective Actions: DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require Subrecipient to take timely and appropriate action on all deficiencies pertaining to the federal award provided to Subrecipient from the pass-through entity as detected through audits, on-site reviews and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, DEO may in its sole discretion and without advance notice, impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as

needed to correct noncompliance. DEO may also take other action as stated in Paragraph (13) Remedies or otherwise allowable by law.

#### **(10) DUPLICATION OF BENEFITS**

Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5155 *et seq.*) and described in Appropriations Acts. Subrecipient must comply with HUD's requirements for duplication of benefits, as described in the Federal Register and HUD guidance (including HUD training materials). Subrecipient shall carry out the activities under this Agreement in compliance with DEO's procedures to prevent duplication of benefits. Subrecipient shall sign a Subrogation Agreement (See Attachment M).

#### **(11) LIABILITY**

(a) If Subrecipient is a state agency or subdivision, as defined in Section 768.28(2), F.S., pursuant to Section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

(b) Subrecipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Subrecipient shall hold DEO harmless against all claims of whatever nature arises from the work and services performed by third parties under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DEO but is an independent contractor.

(c) Subrecipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against DEO. Subrecipient agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by DEO to be sued by third parties in any matter arising out of any agreement, contract or subcontract.

(d) Nothing herein is intended to serve as a waiver of sovereign immunity by DEO or the Subrecipient.

#### **(12) EVENTS OF DEFAULT**

If any of the following events occur ("Events of Default"), DEO may, in its sole and absolute discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies available through this Agreement or pursue any remedy at law or in equity, without limitation:

(a) Any warranty or representation made by Subrecipient, in this Agreement or any previous agreement with DEO, is or becomes false or misleading in any respect, or if Subrecipient fails to keep or perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with DEO or HUD, and/or has not cured them in timely fashion and/or is unable or unwilling to meet its obligations under this Agreement and/or as required by statute, rule, or regulation;

(b) Any material adverse change occurs in the financial condition of Subrecipient at any time during the term of this Agreement and the Subrecipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO;

(c) If Subrecipient fails to submit any required report or submits any required report with incorrect, incomplete, or insufficient information or fails to submit additional information as requested by DEO;

(d) If Subrecipient fails to perform or timely complete any of its obligations under this Agreement, including participating in DEO's Implementation Workshop. The Parties agree that in the event DEO

elects to make payments or partial payments after any Events of Default, it does so without waiving the right to exercise any remedies allowable herein or at law and without becoming liable to make any further payment.

(e) Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay the Subrecipient believes is excusable under this paragraph, Subrecipient shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Subrecipient could reasonably foresee that a delay could occur as a result or (2) within five (5) calendar days after the date Subrecipient first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE SUBRECIPIENT'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Subrecipient of its decision in writing. No claim for damages, other than an extension of time, shall be asserted against DEO. Subrecipient shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, Subrecipient shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Subrecipient, provided that Subrecipient grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Subrecipient for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity or (3) terminate the Agreement in whole or in part.

### (13) REMEDIES

If an Event of Default occurs, DEO may in its sole discretion and without limiting any other right or remedy available, provide thirty (30) calendar days written notice to the Subrecipient and if the Subrecipient fails to cure within those thirty (30) calendar days DEO may choose to exercise one or more of the following remedies, either concurrently or consecutively:

- (a) Terminate this Agreement upon written notice by DEO sent in conformity with Paragraph (17) Notice and Contact;
  - (b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;
  - (c) Withhold or suspend payment of all or any part of a request for payment;
  - (d) Demand Subrecipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule or regulation governing the use of the funds;
- and

- (e) Exercise any corrective or remedial actions, including but not limited to:
  - 1. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
  - 2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; and/or
  - 3. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question.
- (f) Exercise any other rights or remedies which may be otherwise available under law.

Pursuit of any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement or failure by DEO to require strict performance does not affect, extend or waive any other right or remedy available or affect the later exercise of the same right or remedy by DEO for any other default by the Subrecipient.

#### **(14) DISPUTE RESOLUTION**

DEO shall decide disputes concerning the performance of the Agreement, and document dispute decisions in writing and serve a copy of same to Subrecipient. All decisions are final and conclusive unless the Subrecipient files a petition for administrative hearing with DEO within twenty-one (21) days from the date of receipt of the decision. Exhaustion of administrative remedies prescribed in Chapter 120, F.S., is an absolute condition precedent to Subrecipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in Chapter 120, F.S.

#### **(15) CITIZEN COMPLAINTS**

The goal of DEO is to provide an opportunity to resolve complaints in a timely manner, usually within fifteen (15) business days of the receipt of the complaint as expected by HUD, if practicable, and to provide the right to participate in the process and appeal a decision when there is reason for an applicant to believe its application was not handled according to program policies. All applications, guidelines and websites will include details on the right to file a complaint or appeal and the process for filing a complaint or beginning an appeal.

Applicants are allowed to appeal program decisions related to one of the following activities:

- (a) A program eligibility determination,
- (b) A program assistance award calculation, or
- (c) A program decision concerning housing unit damage and the resulting program outcome.

Citizens may file a written complaint or appeal through the Office of Long-Term Resiliency email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Long-Term Resiliency  
Florida Department of Economic Opportunity  
107 East Madison Street  
The Caldwell Building, MSC 400  
Tallahassee, Florida 32399

The subrecipient will handle citizen complaints by conducting:

- (a) Investigations as necessary,
- (b) Resolution, and
- (c) Follow-up actions.

If the complainant is not satisfied by Subrecipient's determination, then the complainant may file a written appeal by following the instructions issued in the letter of response. If, at the conclusion of the appeals process, the complainant has not been satisfied with the response, a formal complaint may then be addressed directly to DEO at:

Department of Economic Opportunity  
Caldwell Building, MSC-400  
107 E Madison Street  
Tallahassee, FL 32399

The Florida Office of Long-Term Resiliency operates in Accordance with the Federal Fair Housing Law (The Fair Housing Amendments Act of 1988). Anyone who feels he or she has been discriminated against may file a complaint of housing discrimination: 1-800-669-9777 (Toll Free), 1-800-927-9275 (TTY) or [www.hud.gov/fairhousing](http://www.hud.gov/fairhousing).

#### **(16) TERMINATION**

(a) DEO may immediately suspend or terminate this Agreement for cause by providing written notice, from the date notice is sent by DEO. Cause includes, but is not limited to: an Event of Default as set forth in this Agreement; Subrecipient's improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies, directives or laws; failure, for any reason, to timely and/or properly perform any of the Subrecipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect and refusal to permit public access to any document, paper, letter or other material subject to disclosure under law, including Chapter 119, F.S., as amended. The aforementioned reasons for termination are listed in the immediately preceding sentence for illustration purposes but are not limiting DEO's sole and absolute discretion with respect to DEO's right to terminate this Agreement. In the event of suspension or termination, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may unilaterally terminate this Agreement, in whole or in part, for convenience by providing Subrecipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. Subrecipient shall continue to perform any work not terminated. In the event of termination for convenience, Subrecipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, in the manner agreed upon by the Parties, which must include the effective date of the termination.

(d) In the event that this Agreement is terminated, Subrecipient shall not incur new obligations under the terminated portion of the Agreement after the date Subrecipient has received the

notification of termination. Subrecipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after Subrecipient’s receipt of the termination notice. DEO may, to the extent authorized by law, withhold payments to Subrecipient for the purpose of set-off until the exact amount of damages due to DEO from Subrecipient is determined.

(e) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG-MIT funds.

(f) Any real property under Subrecipient’s control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or
2. If not used to meet a national objective, Subrecipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for the acquisition or improvement of the property for five years after expiration or termination of this Agreement.

(g) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

**(17) NOTICE AND CONTACT**

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, first class or certified mail with return receipt requested, email with confirmation of receipt of email from Subrecipient, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of DEO’s Grant Manager for this Agreement is:

Kelly Gergen  
107 E. Madison Street  
Tallahassee, Florida 33138  
850-921-3260  
kelly.gergen@deo.myflorida.com

(c) The name and address of the Local Government Project Contact for this Agreement is:

Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
608-807-9157  
jgreene@townofsurfsidefl.gov

(d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as provided for in this Agreement. Such change shall not require a formal amendment of the Agreement.

**(18) CONTRACTS**

If the Subrecipient contracts any of the work required under this Agreement, a copy of the proposed contract template and any proposed amendments, extensions, revisions, or other changes thereto, must be

forwarded to the DEO grant manager for prior written approval. For each contract, the Subrecipient shall report to DEO as to whether that contractor or any subcontractors hired by the contractor, is a minority vendor, as defined in Section 288.703, F.S. The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 and §200.330 when procuring property and services under this Agreement (refer to Attachments D & E).

The Subrecipient shall include the following terms and conditions in any contract pertaining to the work required under this Agreement:

- (a) the period of performance or date of completion;
- (b) the performance requirements;
- (c) that the contractor is bound by the terms of this Agreement;
- (d) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (e) that the contractor shall hold DEO and Subrecipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (f) the obligation of the Subrecipient to document in Subrecipient's reports the contractor's progress in performing its work under this Agreement;
- (g) the requirements of 2 CFR Appendix II to Part 200 – Contract Provision for Non-Federal Entity Contract Under Federal Awards – (refer to Attachment L)

Subrecipient must comply with CDBG regulations regarding debarred or suspended entities (24 CFR 570.489(l)), pursuant to which CDBG funds must not be provided to excluded or disqualified persons and provisions addressing bid, payment, performance bonds, if applicable, and liquidated damages.

Subrecipient shall maintain oversight of all activities performed under this Agreement and shall ensure that its contractors perform according to the terms and conditions of the procured contracts or agreements and the terms and conditions of this Agreement.

## **(19) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous understandings. No waiver by DEO may be effective unless made in writing by an authorized DEO official.

## **(20) ATTACHMENTS**

(a) If any inconsistencies or conflict between the language of this Agreement and the attachments arise, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(b) This Agreement contains the following attachments:

Attachment A – Project Description and Deliverables

Attachment B – Project Budget (Example)

Attachment C – Activity Work Plan (Example)

Attachment D – Program and Special Conditions

Attachment E – State and Federal Statutes, Regulations and Policies

Attachment F – Civil Rights Compliance

Attachment G – Reports

Attachment H – Warranties and Representations

Attachment I – Audit Requirements Exhibit 1 to Attachment I – Funding Sources



Attachment J – Audit Compliance Certification

Attachment K – SERA Access Authorization Form (form provided after execution of this agreement)

Attachment L - 2 CFR Appendix II to Part 200

Attachment M – Subrogation Agreement

## (21) FUNDING/CONSIDERATION

(a) The funding for this Agreement shall not exceed One hundred seven thousand five hundred dollars and zero cents (\$107,500) subject to the availability of funds. The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon annual appropriations by the Legislature and subject to any modification in accordance with Chapter 216, F.S. or the Florida Constitution.

(b) DEO will provide funds to Subrecipient by issuing a Notice of Subgrant Award/Fund Availability ("NFA") through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Subrecipient agrees to comply with all terms, conditions, assurances, restrictions or other instructions listed in the NFA.

(c) By execution of this Agreement, Subrecipient certifies that necessary written administrative procedures, processes and fiscal controls are in place for the operation of its CDBG-MIT program for which Subrecipient receives funding from DEO. These written administrative procedures, processes and fiscal controls must, at minimum, comply with applicable state and federal law, rules, regulations, guidance and the terms of this Agreement. Subrecipient agrees to comply with all the terms and conditions of Attachment D, Program and Special Conditions.

(d) Subrecipient shall expend funds only for allowable costs and eligible activities, in accordance with the Scope of Work.

(e) Subrecipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Subrecipient set forth on the SERA Access Authorization Form must approve the submission of each Request for Funds ("RFF") on behalf of Subrecipient. SERA Access Authorization Form will be provided after the execution of this Agreement.

(f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG-MIT funds.

(g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer or under Subparagraph (23), Mandated Conditions of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate and the Subrecipient shall submit its administrative closeout report and subgrant agreement closeout package as directed by DEO within thirty (30) calendar days from receipt of notice from DEO.

(h) Subrecipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by Subrecipient.

(i) All expenditures under this Agreement shall be made in accordance with this Agreement and any applicable state or federal statutes, rules, or regulations.

(j) Funding for this Agreement is appropriated under Public Law 115-254, Division I, the "Supplemental Appropriations for Disaster Relief Act, 2018" and Public Law 116-20, the "Additional Supplemental Appropriations for Disaster Relief Act, 2019" for the purpose of assisting in long-term recovery from major disasters that occurred in 2017, 2018, and 2019 in accordance with the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq., (the "Stafford Act").

(k) CDBG-MIT funds, appropriated and identified by Public Law, are governed by one or more Federal Register notices that contain requirements, applicable waivers, and alternative requirements that apply to the use of these funds.

**(22) REPAYMENTS**

(a) Subrecipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Subrecipient shall ensure that its contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

(b) In accordance with Section 215.971, F.S., Subrecipient shall refund to DEO any unobligated funds which have been advanced or paid.

(c) Subrecipient shall refund to DEO any funds paid in excess of the amount to which the Subrecipient or its contractors, subcontractors or consultants are entitled under the terms and conditions of this Agreement.

(d) Subrecipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 CFR § 570.483(b), (c) and (d); provided, however, the Subrecipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines Subrecipient is at fault for the ineligibility of the activity in question.

(e) Subrecipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Subrecipient, within thirty (30) calendar days from Subrecipient's receipt of notification of such non-compliance.

(f) In accordance with Section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Subrecipient shall pay to DEO a service fee of \$15.00 or five percent of the face amount of the returned check or draft, whichever is greater. All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity  
Community Development Block Grant Programs Cashier  
107 East Madison Street – MSC 400  
Tallahassee, Florida 32399-6508

**(23) MANDATED CONDITIONS**

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations and materials submitted or provided by the Subrecipient in this Agreement, in any later submission or response to a DEO request or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations and materials are incorporated herein by reference.

(b) This Agreement shall be construed under the laws of the State of Florida and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial.

(c) If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from and shall not invalidate any other provision of this Agreement.

(d) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(e) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(f) Subrecipient shall comply with all applicable local, state and federal laws, including the Americans With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. § 12101 *et seq.*) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportation, state and local government services and telecommunications.

(g) Pursuant to Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(h) Pursuant to Section 287.134(2)(a), F.S., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity. By executing this Agreement, the Subrecipient represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Subrecipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) In the event travel is pre-approved by DEO, any bills for travel expenses shall be submitted and reimbursed in accordance with Section 112.061, F.S., the rules promulgated thereunder and 2 CFR § 200.474.

(k) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to DEO or be applied against DEO's obligation to pay the Agreement award amount.

(l) Subrecipient acknowledges being subject to Florida's Government in the Sunshine Law (Section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board. Subrecipient agrees that all such aforementioned meetings shall be publicly noticed, open to the public and the minutes of all the meetings shall be public records made available to the public in accordance with Chapter 119, F.S.

(m) Subrecipient shall comply with section 519 of P. L. 101-144, the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990; and section 906 of P.L. 101-625, the Cranston-Gonzalez National Affordable Housing Act, 1990, by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(n) Upon expiration or termination of this Agreement, Subrecipient shall transfer to DEO any CDBG-MIT funds remaining at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG-MIT funds.

#### **(24) LOBBYING PROHIBITION**

(a) No funds or other resources received from DEO under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Subrecipient certifies, by its signature to this Agreement, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any general loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. Subrecipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Agreement. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

#### **(25) COPYRIGHT, PATENT AND TRADEMARK**

Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by Subrecipient to the State of Florida.

(a) If the Subrecipient has a pre-existing patent or copyright, Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement expressly provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement or in any way connected with it, Subrecipient shall refer the discovery or invention to DEO for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films or other copyrightable material are produced, Subrecipient shall notify DEO. Any copyrights accruing under or in

connection with the performance under this Agreement are transferred by the Subrecipient to the State of Florida.

(c) Within thirty (30) calendar days of execution of this Agreement, Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which give rise to a patent or copyright. Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of this Agreement.

## **(26) LEGAL AUTHORIZATION**

(a) Subrecipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. Subrecipient certifies that the undersigned person has the authority to legally execute and bind the Subrecipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind Subrecipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) Prior to the execution of this Agreement, Subrecipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation or any other legal or financial condition that would in any way prohibit, restrain or diminish Subrecipient's ability to satisfy its obligations. Subrecipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

## **(27) PUBLIC RECORD RESPONSIBILITIES**

(a) In addition to Subrecipient's responsibility to directly respond to each request it receives for records, in conjunction with this Agreement and to provide the applicable public records in response to such request, Subrecipient shall notify DEO of the receipt and content of all such requests by sending an email to [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com) within one (1) business day from receipt of the request.

(b) Subrecipient shall keep and maintain public records required by DEO to perform the Subrecipient's responsibilities hereunder. Subrecipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, F.S., or as otherwise provided by law. Subrecipient shall allow public access to all documents, papers, letters or other materials made or received by the Subrecipient in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a) of the Florida Constitution and Section 119.07(1), F.S. For records made or received by Subrecipient in conjunction with this Agreement, Subrecipient shall respond to requests to inspect or copy such records in accordance with Chapter 119, F.S. For all such requests for records that are public records, as public records are defined in Section 119.011, F.S., Subrecipient shall be responsible for providing such public records per the cost structure provided in Chapter 119, F.S., and in accordance with all other requirements of Chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by Subrecipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Subrecipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, Subrecipient is a "contractor" as defined in Section 119.0701(1)(a), F.S. ("Subrecipient-contractor"), the Subrecipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement or keep and maintain public records required by DEO to perform the service. If Subrecipient-contractor transfers all public records to the public agency upon completion of this Agreement, Subrecipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from

public records disclosure requirements. If Subrecipient-contractor keeps and maintains public records upon completion of the Agreement, the Subrecipient-contractor shall meet all applicable requirements for retaining public records in accordance with Chapters 119 and 257, F.S. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify Subrecipient-contractor of the request as soon as practicable, and the Subrecipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time, but in all cases within fourteen business days. If the Subrecipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. Subrecipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under Section 119.10, F.S.

(f) Subrecipient shall notify DEO verbally within twenty-four (24) hours and in writing within seventy-two (72) hours if any data in the Subrecipient's possession related to this Agreement is subpoenaed or improperly used, copied or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Subrecipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession or otherwise protect the State's rights and the data subject's privacy.

(g) Subrecipient acknowledges DEO is subject to the provisions of Chapter 119, F.S., relating to public records and that reports, invoices and other documents Subrecipient submits to DEO under this Agreement constitute public records under Florida Statutes. Subrecipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of Chapter 119, F.S.

(h) If Subrecipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Subrecipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of Chapter 119, F.S., prior to submittal of the record to DEO serves as the Subrecipient's waiver of a claim of exemption. Subrecipient shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the Subrecipient-contractor does not transfer the records to DEO upon completion, including termination, of this Agreement.

**(i) IF SUBRECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at [PRRequest@deo.myflorida.com](mailto:PRRequest@deo.myflorida.com), or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.**

(j) To the extent allowable by law, Subrecipient shall be fully liable for the actions of its agents, employees, partners, contractors and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public

record requests or public record law violation(s), alleged to be caused in whole or in part by the Subrecipient, its agents, employees, partners, contractors or subcontractors, provided, however, Subrecipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but not the obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Subrecipient, commodity, or service. Subject to Chapter 119, F.S., Subrecipient shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Subrecipient's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any other entity that is not a Party to this Agreement, except potential or actual employees, agents, representatives or subcontractors with the professional skills necessary to perform the work services required by the Agreement.

(l) Subrecipient shall comply with the requirements set forth in Section 119.0701, F.S., when entering into any public agency contract for services after the Effective Date of this Agreement. Subrecipient shall amend each of the Subrecipient's public agency contracts for services already in effect as of the Effective Date of this Agreement and which contract will or may be funded in whole or in part with any public funds. DEO may terminate this Agreement if the Subrecipient does not comply with this provision.

## **(28) EMPLOYMENT ELIGIBILITY VERIFICATION**

(a) Section 448.095, F.S., requires the following:

1. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

2. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

(b) E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

<https://www.e-verify.gov/>

(c) If the Recipient does not use E-Verify, the Recipient shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## **(29) PROGRAM INCOME**

(a) The Subrecipient shall report to DEO all program income (as defined at 24 CFR § 570.500(a) or in the Federal Register Guidance governing the CDBG-MIT funds) generated by activities carried out with CDBG-MIT funds made available under this Agreement as part of the Subrecipient's

Quarterly Progress Report. The Subrecipient shall use program income in accordance with the applicable requirements of 2 CFR part 200, 24 CFR part 570.489, 570.500, 570.504 and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG-MIT activities, specified in a modification to this Agreement and duly executed prior to administrative closeout.

### **(30) NATIONAL OBJECTIVES**

All activities funded with CDBG-MIT funds must meet the criteria for one of the CDBG program's National Objectives. The Subrecipient certifies that the activities carried out under this Agreement shall meet the following national objectives and satisfy the following criteria:

- (a) Benefit low and moderate income;
- (b) Meet a particularly urgent need;
- (c) Aid in the prevention or elimination of slums or blight.

### **(31) INDEPENDENT CONTRACTOR**

(a) In Subrecipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed Subrecipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Nothing in this Agreement shall be construed to create any agency or employment relationship between DEO Subrecipient, its employees, subcontractors or agents. Neither Party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

(b) Subrecipient, its officers, agents, employees, subcontractors or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida.

(c) Subrecipient shall have sole right to control the manner, method and means by which the services required by this Agreement are performed. DEO shall not be responsible to hire, supervise or pay Subrecipient's employees. Neither Subrecipient, nor its officers, agents, employees, subcontractors or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) Subrecipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer or partner of the State of Florida.



(e) Unless justified by the Subrecipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial or clerical support) to the Subrecipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Subrecipient's use of funds under this Agreement. Subrecipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits or employee benefits of any kind. Subrecipient shall ensure that its employees, subcontractors and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) Subrecipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of Chapter 443, F.S.

(h) DEO shall not be responsible the provision of any training to Subrecipient, its employees, assigns, agents, representatives or subcontractors in the professional skills necessary to perform the work services required by this Agreement; DEO may provide training in the form of an Implementation Workshop in keeping with implementation

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State of Florida  
Department of Economic Opportunity  
Federally Funded Subrecipient Agreement  
Signature Page

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the attachments and exhibits hereto, the Parties executed this Agreement by their duly authorized undersigned officials.

TOWN OF SURFSIDE

DEPARTMENT OF ECONOMIC OPPORTUNITY

By \_\_\_\_\_  
Signature  
Charles W. Burkett

By \_\_\_\_\_  
Signature  
Insert Name

Title Mayor of Surfside

Title Insert Title

Date \_\_\_\_\_  
Federal Tax ID # \_\_\_\_\_  
DUNS # \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

Approved Date: \_\_\_\_\_

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**Attachment A – Project Description and Deliverables**


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**1. PROGRAM DESCRIPTION:** In April 2018, the U.S. Department of Housing and Urban Development (HUD) announced the State of Florida, Department of Economic Opportunity (DEO) would receive \$633,485,000 in funding to support long-term mitigation efforts following declared disasters in 2016 and 2017 through HUD’s Community Development Block Grant Mitigation (CDBG-MIT) program. Awards were distributed on a competitive basis targeting HUD designated Most Impacted and Distressed (MID) Areas, primarily addressing the Benefits to Low-to-Moderate Income (LMI) National Objective. Additional information may be found in the Federal Register, Vol. 84, No. 169.

The Florida Department of Economic Opportunity (DEO) has apportioned the Federal Award to include the following initiatives: Critical Facility Hardening Program \$75,000,000; General Planning Support Program \$20,000,000; General Infrastructure Program \$475,000,000; and State Planning and Administration \$63,485,000.

This award had been granted under the General Planning Program. Projects eligible for, but not limited to, funding under this program are:

- Regional mitigation plans
  - Modernization and resiliency planning
  - Comprehensive, capital improvement, and community development plans
  - Floodplain and wetland management plans
  - Land use and urban environment plans
  - Integration of mitigation plans with other planning initiatives
- Potable water facilities
  - Wastewater facilities
  - Police departments
  - Fire departments
  - Hospitals
  - Emergency operation centers
  - Emergency shelters

**2. PROJECT DESCRIPTION:** The Town of Surfside has been awarded One Hundred Seven Thousand Five Hundred and Zero Cents (**\$107,500**) in CDBG-MIT (Community Development Block Grant – Mitigation) funding to develop a drainage improvement plan to enhance the system that serves the town. Improvements to the drainage system will mitigate flooding from heavy rainfall and ensure the Town’s resilience against storm surge and sea-level rise. The upgraded system will benefit the Town’s 5,800 residents as well as the neighboring communities of Bal Harbour and Miami Beach, whose storm water systems are tied into the Town of Surfside. The stormwater master plan and future flood risk assessment will be taken into account in developing the drainage system improvements, ensuring that the recommended improvements address current flooding challenges and prepare the town for future ones. The project is expected to commence in October 2021 and be completed by October 2023, a twenty-four (24) month period. The Town’s project includes \$500.00 of leveraged funds. The Town’s Assistant Town Manager/CFO and Town Manager will manage the scope development, request for qualifications (RFQ), and procurement process. The Town’s Public Works Director will supervise work performed by the engineering and design firm. The FEMA lifelines included in the development

and completion of this project Safety and Security; Food, Water, and Shelter; Transportation; Health and Medical; Energy and Communications; and Hazardous Materials.

**3. SUBRECIPIENT RESPONSIBILITIES:** Subrecipient shall:

- A. Complete and submit to DEO within thirty (30) days of Agreement execution a staffing plan which must be reviewed and approved by the DEO Grant Manager prior to implementation. Should any changes to the staffing plan be deemed necessary, an updated plan must be submitted to DEO for review and approval. The Staffing plan must include the following:
  1. Organizational Chart; and
  2. Job descriptions for Subrecipient's employees, contracted staff, vendors, and contractors.
- B. Develop and submit a copy of the following policies and procedures to the DEO Grant Manager for review and approval within thirty (30) days of Agreement execution. The DEO Grant Manager will provide approval in writing prior to the policies and procedures being implemented.
  1. Procurement policies and procedures that incorporate 2 CFR Part 200.317-326.
  2. Administrative financial management policies, which must comply with all applicable HUD CDBG-MIT and State of Florida rules.
  3. Quality assurance and quality control system policies and procedures that comply with all applicable HUD CDBG-MIT and DEO policies.
  4. Policies and procedures to detect and prevent fraud, waste and abuse that describe how the Subrecipient will verify the accuracy of applicant information, monitoring policy indicating how and why monitoring is conducted, the frequency of monitoring policy, and which items will be monitored, and procedures for referring instances of fraud, waste and abuse to HUD OIG Fraud Hotline (phone: 1-800-347-3735 or email [hotline@hudoig.gov](mailto:hotline@hudoig.gov)).
  5. Policies and procedures for the requirements under 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award.
- C. Attend fraud related training offered by HUD OIG to assist in the proper management of the CDBG-MIT grant funds when available.
- D. Upload required documents into a system of record provided by DEO.
- E. Complete and submit an updated Project Detail Budget (Attachment B) for review and approval by DEO no later than thirty (30) days after Agreement execution. Any changes to the Project Detail Budget must be submitted in the monthly report submitted to DEO for review and approval by the DEO Grant Manager.
- F. Maintain organized Subrecipient agreement files and make them accessible to DEO or its representatives upon request.
- G. Comply with all terms and conditions of the Subrecipient Agreement, Infrastructure Program Guidelines, Action Plans, Action Plan amendments, and Federal, State, and local laws.
- H. Provide copies of all proposed procurement documents to DEO ten (10) days prior to posting as detailed in Attachment D of Subrecipient Agreement. The proposed procurement documents will be reviewed and approved by DEO Grant Manager. Should the procurement documents require revisions based on state or federal requirements, Subrecipient will be required to postpone procurement and submit revised documents for review and approval.
- I. Complete procurement of all applicants for internal grants management and compliance and direct program and product production, including:
  1. Selection of applicants, subrecipients and/or staff that will be responsible for managing applicant intake and related operations, compliance, finance, and administration.
  2. Selection of applicants, subrecipients and/or staff that will be responsible for appraisal, environmental review, title services and legal services.

3. Copies of all contracts that will be executed by Subrecipient. Contracts must be provided to DEO prior to execution as detailed in Attachment D. Any contract executed by Subrecipient must follow the terms and conditions set forth in this Agreement. Should the submitted contract require necessary additions and/or changes, DEO's Contract Manager will contact Subrecipient regarding changes. Subrecipient is required to submit the updated contract within thirty (30) days. Should the contract not be submitted in a timely manner, Subrecipient will be required to complete the selection process once more.
- J. Ensure all projects seeking assistance under the current CDBG-MIT funds, and any future funds allocated for Mitigation, provided by DEO, receive the required Environmental Clearance from DEO prior to Subrecipient being able to commit CDBG-MIT funds.
- K. Provide the following documentation to DEO within ten (10) calendars after the end of each month:
  1. A revised detail report measuring the actual cost versus the project cost.
  2. An updated Attachment C which documents any changes to the project progress along with justification for the revision.
- L. Develop and submit to DEO a monthly revised detailed timeline for implementation consistent with the milestones outlined in the Mitigation Program Guidelines and report actual progress against the projected progress ten (10) calendar days after the end of each month.
- M. Provide the following information on a quarterly basis within ten (10) calendar days of the end of each quarter:
  1. Submit updated organization chart on a quarterly basis with quarterly report.
  2. If staffing changes, there must be a submittal stating the names, job descriptions, on the monthly report deadline.
  3. A progress report documenting the following information:
    - a. Accomplishments within the past quarter;
    - b. Issues or risks that have been faced with resolutions; and
    - c. Projected activities to be completed within the following quarter.
- N. Subrecipient shall adhere to the deadlines for the project as agreed upon in the Attachment C – Activity Work Plan. If Subrecipient is unable to meet a deadline within thirty (30) calendar days of the due date, Subrecipient shall request an extension of such deadline from DEO in writing at least thirty (30) business days prior to the deadline. Deadlines shall not be extended outside of the term of this Agreement except by a formal amendment executed in accordance with Section (5) Modification of Agreement.
- O. Close out report will be no later than sixty (60) calendar days after this Agreement ends or is otherwise terminated.

#### **4. ELIGIBLE TASKS AND DELIVERABLES:**

##### **4.A. Deliverable No 1 – Stormwater Master Plan**

Subrecipient shall:

###### **1. Collect, Review and Analyze Current Mapping Data**

- a. Access and review database of existing conditions the Town has completed on the drainage system
- b. Provide mapping and data collection report
- c. Access the existing drainage system and flood hazard conditions information

###### **2. Produce a stormwater modeling report with scenarios**

- a. Model existing stormwater and drainage conditions using data from Deliverable 1

**3. Develop the Adaptation Strategy**

- a. Prepare a completed drainage improvement and flood mitigation design/plan for internal review based on results of Task 1 & 2

**4. Stormwater Master Plan**

- 1. Develop drainage improvement final plan and integrate into a final Stormwater Master Plan, as well as a funding strategy

**5. DEO RESPONSIBILITIES:**

- A. Monitor the ongoing activities of Subrecipient to ensure all activities are being performed in accordance with the Agreement to the extent required by law or deemed necessary by DEO in its discretion
- B. Assign a Grant Manager as a point of contact for Subrecipient
- C. Review Subrecipient’s invoices described herein and process them on a timely basis
- D. DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary at DEO’s sole and absolute discretion, and process payments to Subrecipient

**6. DELIVERABLES:**

Subrecipient agrees to provide the following services as specified:

Deliverable No. 1 – Final Plan		
Tasks:	Minimum Level of Service	Financial Consequences
Subrecipient shall complete eligible tasks as detailed in Section 4.A. of this Scope of Work	Subrecipient may request reimbursement upon completion of the task listed in 4.A.1 as evidenced by submittal of the following documentation: 1) mapping and data collection report 2) Stormwater modeling report 3) Prepare a completed drainage improvement and flood mitigation design 4) Invoice package in accordance with Section 7. of this Scope of Work	Failure to complete the minimum performance measures as specified shall result in non-payment for this deliverable.
<b>TOTAL PROJECT COST NOT TO EXCEED:</b>		<b>\$107,500.00</b>

**COST SHIFTING:** The deliverable amounts specified within the Eligible Tasks and Deliverables tables above are established based on the Parties estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO’s ability to approve and reimburse allowable costs

Subrecipient incurred providing the deliverables herein. Prior written approval from DEO's Grant Manager is required for changes to the above Deliverable amounts that do not exceed 10% of each deliverable total funding amount. Changes that exceed 10% of each deliverable total funding amount will require a formal written amendment request from Subrecipient, as described in Modification section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

## 7. INVOICE SUBMITTAL:

DEO shall reimburse Subrecipient in accordance with Section 5, above. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 21 of this Agreement, Subrecipient and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>).

- A. Subrecipient shall provide one invoice for services rendered during the applicable period of time as defined in the deliverable table. In any month no deliverable has been completed, the subrecipient will provide notice that no invoicing will be submitted.
- B. The following documents shall be submitted with the itemized invoice:
  1. A cover letter signed by Subrecipient's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 5, DELIVERABLES, of this Attachment A; (3) have been paid; and (4) were incurred during this Agreement.
  2. Subrecipient's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
  3. A copy of all supporting documentation for vendor payments;
  4. A copy of the bank statement that includes the cancelled check or evidence of electronic funds transfer. The State may require any other information from Subrecipient that the State deems necessary to verify that the services have been rendered under this Agreement.
- C. Subrecipient's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Management Reporting Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

~ Remainder of this page is intentionally left blank ~

Attachment B – Project Budget (Example)

Subrecipient Name:		Program:									
MID Area:		County:									
Project Name:		Project Budget:									
Agreement No.:		Mod. No.:		Original							
National Objective:		Date Prepared:									
Mitigation Activity Type		Description		National Objective		Beneficiaries		Budget			
				LMI Person		VLI		LI		MI	
						Non-LMI		Total		Total	
										Total Leveraged Amount	
										Total	
Project Implementation											
Deliverable No. 1 -										\$0.00	
										\$0.00	
Engineering and Design											
Deliverable No. 2 -										\$0.00	
										\$0.00	
Construction											
Deliverable No. 3										\$0.00	
										\$0.00	
TOTAL:										\$0.00	
Leveraged Amount Source(s):										Amount	
None										\$0.00	
TOTAL										\$0.00	

\*Show the sources and amounts of Other Funds needed to complete the project below, including local funds, grants from other agencies and program income.

	Amount
Source of Other Funds	Amount



1.	
2.	
3.	
4.	

Attachment C – Activity Work Plan (Example)

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Subrecipient \_\_\_\_\_ Activity: \_\_\_\_\_ Project Budget: \_\_\_\_\_  
 Contract Number: \_\_\_\_\_ Date Prepared: \_\_\_\_\_ Modification Number: \_\_\_\_\_

Start Date (month /year)	End Date (month /year)	Describe Proposed Action	Activity	Description	Deliverable	Associated Task	CDBG- MIT Funding	Local/Matc h Funding	Estimated Funds by End Date

## Attachment D – Program and Special Conditions

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1. The Subrecipient shall demonstrate that progress is being made in completing project activities in a timely fashion pursuant to the activity work plan. If the Subrecipient does not comply with the activity work plan schedule, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within 21 calendar days of receiving DEO's request for justification for the delay. Any project for which the Subrecipient has not completed the activities listed in the Activity Work Plan may be rescinded unless DEO agrees that the Subrecipient has provided adequate justification for the delay.
2. The Subrecipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. The Subrecipient shall request DEO's approval for all professional services contracts and/or agreements that will be reimbursed with CDBG-MIT funds. Copies of the following procurement documents must be provided to DEO for review:
  - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
  - b. DEO will either approve the procurement or notify the Subrecipient that the procurement cannot be approved because it violates State, Federal or local procurement guidelines. The Subrecipient shall notify DEO in writing no later than 90 calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG-MIT funds to pay for professional services.
4. Prior to the obligation or disbursement of any funds, except for administrative expenses and not to exceed \$5000, the Subrecipient shall complete the following:
  - a. Submit for DEO's approval the documentation required in paragraph 3 above for any professional services contract. The Subrecipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG-MIT funds for that contract beyond \$5,000.
  - b. Comply with 24 CFR part 58 and the regulations implementing the National Environmental Policy Act, 40 CFR §§ 1500-1508. When the Subrecipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. If DEO has not issued an Authority to use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process. **SUBRECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
5. The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 CFR part 42, 49 CFR part 24 and 24 CFR § 570.606(b), the requirements of 24 CFR § 42.325 – 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 CFR § 570.606(d), governing optional relocation assistance policies.
6. If the Subrecipient undertakes any activity subject to the URA, the Subrecipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can

determine whether remedial action may be needed. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

7. The Subrecipient shall timely submit completed forms for all prime and subcontractors as required by this Agreement, DEO, HUD, and applicable, regulations and guidance laws, specifically including but not limited to:
  - a. Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
  - b. Section 3 Participation Report (Construction Prime Contractor);
  - c. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor), (if applicable); and
  - d. Section 3 Participation Report (Construction Subcontractor), (if applicable).
8. In addition, each construction contract or agreement for new or replacement housing must contain language that requires the contractor to meet the Green Building Standard for Replacement and New Construction of Residential Housing, as defined in the Allocation notice published in the Federal Register Volume 81, Number 224 on Monday, November 21, 2016.
9. For each Request for Funds (RFF) that includes reimbursement of construction costs, the Subrecipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each RFF that includes construction costs, the Subrecipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
10. For each project, when the Subrecipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:
  - a. Notice to Proceed;
  - b. The contractor's performance bond (100 percent of the contract price); and
  - c. The contractor's payment bond (100 percent of the contract price).
11. The Subrecipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 CFR § 570.487(b).
12. The Subrecipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG-MIT funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Subrecipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 CFR § 570.505. Any future change of use of real property shall be in accordance with 24 CFR § 570.489(j).
13. The Subrecipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 CFR part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 CFR 67, and Guidelines for Rehabilitating Historic Buildings.
14. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Subrecipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Subrecipient's knowledge of changes in situations which would require that updates be prepared. The Subrecipient must disclose:
  - a. All developers, contractors, consultants and engineers involved in the application or in the planning, development or implementation of the project or CDBG- MIT-funded activity; and

- b. Any person or entity that has a financial interest in the project or activity that exceeds \$50,000 or 10 percent of the grant, whichever is less.
15. If required, the Subrecipient shall submit a final Form HUD 2880, to DEO with the Subrecipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
16. Conflicts of interest relating to procurement shall be addressed pursuant to 24 CFR § 570.489(g). Title 24 CFR § 570.489(h) shall apply in all conflicts of interest not governed by 24 CFR § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG-MIT financial assistance to beneficiaries, businesses or other third parties; or any other financial interest, whether real or perceived. Additionally, the Subrecipient agrees to comply with, and this Agreement is subject to, Chapter 112 F.S.
17. Any payment by the Subrecipient using CDBG-MIT funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG-MIT funds.
18. The Subrecipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
19. If an activity is designed by an engineer, architect or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.

The CDBG-MIT funds available to the Subrecipient through this agreement constitute a subaward of DEO's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of DEO's Federal award that are imposed on the Subrecipient and the Subrecipient agrees to carry out its obligations in compliance with all of the obligations described in this Agreement.

The Subrecipient agrees to, and, by signing this Agreement, certifies that, it will comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-MIT funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register Guidance Vol. 84, No. 169/Friday, August 30, 2019/Notices, Vol. 81, No. 224/Monday, November 21, 2016/Notices, Volume 83, No. 28/Friday, February 9, 2018/Notices, Volume 82, No. 11/Wednesday, January 18, 2017/Notices, Volume 82, No. 150/Monday, August 7, 2017/Notices, and Vol. 83, No. 157/Tuesday, August 14, 2018/Notices. Notwithstanding the foregoing, (1) the Subrecipient does not assume any of DEO's responsibilities for environmental review, decision-making and action, described in 24 CFR part 58 and (2) the Subrecipient does not assume any of DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient shall also comply with all other applicable Federal, state and local laws, regulations and policies as now in effect and as may be amended from time to time that govern the use of the CDBG-MIT funds in complying with its obligations under this agreement, regardless of whether CDBG-MIT funds are made available to the Subrecipient on an advance or reimbursement basis.

The Subrecipient also agrees to use funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient further agrees to comply with all other applicable Federal, State, and local laws, regulations and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. State of Florida Requirement

State of Florida Requirements are stated throughout this Agreement and Attachments thereto.

2. Audits, Inspections and Monitoring

a. Single Audit

The Subrecipient must be audited as required by 2 CFR part 200, subpart F when it is expected that the Subrecipient's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

b. Inspections and Monitoring

The Subrecipient shall permit DEO and auditors to have access to the Subrecipient's records and financial statements as necessary for DEO to meet the requirements of 2 CFR part 200.

The Subrecipient must submit to monitoring of its activities by DEO as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include:

- (1) Reviewing financial and performance reports required by DEO;
- (2) Following up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from DEO detected through audits, on-site reviews, and other means; and
- (3) Issuing a management decision for audit findings pertaining to this Federal award provided to the Subrecipient from DEO as required by 2 CFR §200.521.

c. Corrective Actions

The Subrecipient shall be subject to reviews and audits by DEO, including onsite reviews of the Subrecipient as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2). DEO may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. DEO may require the Subrecipient to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient from the pass-through entity detected through audits, on-site. DEO may impose additional conditions on the use of the CDBG-MIT funds to ensure future compliance or provide training and technical assistance as needed to correct noncompliance.

3. Drug-Free Workplace

Subrecipients must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

4. Procurement and Contractor Oversight

The Subrecipient shall comply with the procurement standards in 2 CFR §200.318 - §200.327 when procuring property and services under this agreement. The Subrecipient shall impose the Subrecipient's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Subrecipient must comply with CDBG regulations regarding debarred or suspended entities, specifically including, 24 CFR 570.609 or 24 CFR 570.489, as applicable. CDBG funds may not be provided to excluded or disqualified persons.

The Subrecipient shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement. To check for debarred or suspended entities, please visit <https://www.sam.gov/SAM/>

5. Property Standards

Real property acquired by the Subrecipient under this agreement shall be subject to 24 CFR 570.489(j) and 24 CFR 570.200(j). The Subrecipient shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Subrecipient shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income and equipment not needed by the Subrecipient for activities under this agreement shall be transferred to DEO for its CDBG-MIT program or shall be retained after compensating DEO.

The Subrecipient shall also comply with the Property Standards in 2 CFR 200.310 through 2 CFR 200.316, except to the extent they are inconsistent with 24 CFR 570.200(j) and 24 CFR 570.489(j), in which case Subrecipient shall comply with 24 CFR 570.200(j) and 24 CFR 570.489(j), except to the extent that proceeds from the sale of equipment are program income and subject to the program income requirements under this agreement, pursuant to 24 CFR 570.489(e)(1)(ii).

6. Federal Funding Accountability and Transparency Act (FFATA)

The Subrecipient shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM, <https://www.sam.gov/SAM/> in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number <https://fedgov.dnb.com/webform/>. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

7. Relocation and Real Property Acquisition

The Subrecipient shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 42 USC 4601 – 4655, 49 CFR part 24, 24 CFR part 42, and 24 CFR 570.606.

In addition to other URA requirements, these regulations (49 CFR § 24.403(d)) implement Section 414 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC § 5181, which provides that "Notwithstanding any other provision of law, no person otherwise eligible for any kind of replacement housing payment under the URA shall be denied such eligibility as a result of his being unable, because of a major disaster as determined by the President, to meet the occupancy requirements set by such Act".

8. Non-discrimination

a. 24 CFR Part 6

The Subrecipient will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion or sex, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance. The Subrecipient will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-MIT funds. Thus, the Subrecipient shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

b. Architectural Barriers Act and the Americans with Disabilities Act

The Subrecipient shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped people. A building or facility designed, constructed or altered with funds allocated or reallocated under this part after December 11, 1995 and meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

c. State and Local Nondiscrimination Provisions

The Subrecipient must comply with the Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.); Title VI of the Civil Rights Act of 1964 (24 CFR part 1)

(1) General Compliance

The Subrecipient shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Subrecipient shall not intimidate, threaten, coerce or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing under 24 CFR part 1. The identity of complainants shall



be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing or judicial proceeding arising thereunder.

(2) Assurances and Real Property Covenants

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Subrecipient assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Subrecipient's assurance herein shall obligate the Subrecipient or, in the case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases, the assurance shall obligate the Subrecipient for the period during which Federal financial assistance is extended pursuant to the contract or application. This assurance gives DEO and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-MIT funds and provided to the Subrecipient under this Agreement, the instrument effecting any disposition by the Subrecipient of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If the Subrecipient receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

d. Affirmative Action

(1) Approved Plan

The Subrecipient agrees that it shall carry out pursuant to DEO's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 42 CFR 60. DEO shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

(2) Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible when the Subrecipient procures property or services under this agreement.

(3) Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9. Labor and Employment

Labor Standards

The Subrecipient shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, *et seq.*) and 29 CFR part 1, 3, 5, 6 and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Subrecipient shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to DEO for review upon request.

10. Section 3 of the Housing and Urban Development Act of 1968

a. Low-Income Person Definition

A low-income person, as this term is defined in Section 3 (b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)). Section 3(b)(2) of the 1937 Act defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher and or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low—income families; or (ii) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437 a(b)(2)). Section 3(b)(2) of the 1937 Act (42 U.S.C. 1437a(b)(2)) defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes.

b. Compliance

The Subrecipient shall comply with the provisions of Section 3 of the Housing Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 135. The Subrecipient shall include the following "Section 3 clause" at 24 CFR 135.38 in every "Section 3 covered contract" (as defined in 24 CFR 135.5).

- (1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (2) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (3) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- (4) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (5) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (6) With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

c.. Thresholds

- A. Recipients of HUD federal financial assistance shall meet the following hiring and contract numerical goals to achieve compliance with Section 3 as found at 24 CFR 135.30 (Numerical goals for meeting the greatest extent feasible requirement.)
- B. Recipients of Section 3 covered community development assistance, and their contractors and subcontractors (unless the contract or subcontract awards do not meet the threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to employ Section 3 residents as:
  1. 10 percent of the aggregate number of new hires for the one-year period beginning in FY 1995;
  2. 20 percent of the aggregate number of new hires for the one-year period beginning in FY 1996; and
  3. 30 percent of the aggregate number of new hires for the one-year period beginning in FY 1997 and continuing thereafter.
- C. Contracts. Numerical goals set forth in paragraph (c) of this section apply to contracts awarded in connection with all Section 3 covered projects and Section 3 covered activities. Each recipient and contractor and subcontractor (unless the contract or subcontract awards do not meet threshold specified in Section 135.3(a)(3)) may demonstrate compliance with the requirements of this part by committing to award to Section 3 business concerns:
  1. At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing, or for building trades work arising in connection with housing rehabilitation, housing construction and other public construction; and
  2. At least three (3) percent of the total dollar amount of all other Section 3 covered contracts.

11. Conduct

a. Hatch Act

The Subrecipient shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

b. Conflict of Interest

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Subrecipient shall comply with the conflict of interest provisions in DEO's procurement policies and procedures. In all cases not governed by the conflict of interest provisions in DEO's procurement policies and procedures, the Subrecipient shall comply with the conflict of interest provisions in 24 CFR 570.489(h).

c. Lobbying Certification

The Subrecipient hereby certifies that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The language of paragraph (i) through (iv) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and
- (4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

d. Religious Activities

The Subrecipient agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

Equal Treatment for Faith-Based Organizations. Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

e. Environmental Conditions

(1) Prohibition on Choice Limiting Activities Prior to Environmental Review

The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making and action (see 24 CFR part 58) and is not delegated DEO's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity. If DEO has not issued an Authority to Use Grant Funds within 15 days of Subrecipient's submission of the required documentation, DEO shall provide the Subrecipient a written update regarding the status of the review process.

(2) Air and Water

The Subrecipient shall comply with the following requirements insofar as they apply to the performance of this agreement:

- (a) Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93); and
- (b) Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, *et seq.*, as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder.

- (c) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, et seq., Executive Order 11738 and Environmental Protection Agency regulations. Contractor shall report any violation of the above to DEO.
- (d) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.
- (3) Flood Disaster Protection  
The Subrecipient shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Subrecipient shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-MIT award and listed at the beginning of this Attachment.
- (4) Lead-Based Paint  
The Subrecipient shall follow DEO's procedures with respect to CDBG assistance that fulfill the objectives and requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this title.
- (5) Historic Preservation  
The Subrecipient shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

- (6) Additional Regulations
  - (a) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260-265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.
  - (b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.
  - (c) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
  - (d) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
  - (e) Public Announcements and Advertising: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project

or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

- (f) Purchase of American-Made Equipment and Products: Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.
- (g) The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117), which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.
- (h) Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333) — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (i) Resource Conservation and Recovery Act (RCRA). Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.
- (j) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

When it is determined that the Subrecipient is in non-compliance with federal or state program requirements, the State may impose any of the additional conditions and/or requirements outlined in 2 CFR § 200.207.

### Fair Housing

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will "affirmatively further fair housing" in its community. A Subrecipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Subrecipient shall do the following:

1. Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion and sex);
2. Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
3. Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website;
4. Establish a system to record the following for each fair housing call:
  - a) The nature of the call,
  - b) The actions taken in response to the call,
  - c) The results of the actions taken and
  - d) If the caller was referred to another agency, the results obtained by the referral agency;
5. Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
6. Display a fair housing poster in the CDBG-MIT Office. (This does not count as a fair housing activity.)

The Subrecipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

1. Define where discriminatory practices are occurring,
2. Help the community measure the effectiveness of its outreach efforts, and
3. Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

1. Making fair housing presentations at schools, civic clubs and neighborhood association meetings;
2. Conducting a fair housing poster contest or an essay contest;
3. Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales and church festivals; and
4. Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Subrecipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG-MIT project file and include information about the activities in the comment section of each quarterly report.

## **Equal Employment Opportunity**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG-MIT funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Subrecipient shall do the following:

1. Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age or genetics;
2. Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
3. Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each EEO call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and
  - c) The results of the actions taken;
5. Each Subrecipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Subrecipient shall use this list to solicit companies to bid on CDBG-MIT-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.
6. Incorporate the Equal Employment Opportunity clause set forth in 41 CFR Part 60-1.4(b) into any contracts or subcontracts that meet the definition of "federally assisted construction contract" in 41 CFR 60-1.3.

## **Section 504 and the Americans with Disabilities Act (ADA)**

As a condition for the receipt of CDBG-MIT funds, the Subrecipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Subrecipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Subrecipient shall do the following:

1. Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
  - a) Has a physical or mental impairment which substantially limits one or more major life activities,
  - b) Has a record of such an impairment or
  - c) Is regarded as having such an impairment;
2. Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
3. Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Subrecipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Subrecipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
4. Establish a system to record the following for each Section 504/ADA call:
  - a) The nature of the call,
  - b) The actions taken in response to the call and



- c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 CFR part 84) apply to service availability, accessibility, delivery, employment and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A Subrecipient of Federal financial assistance may not, on the basis of disability:

1. Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services or other benefits,
2. Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
3. Deny employment opportunities, including hiring, promotion, training and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 CFR part 35, and Title III, 28 CFR part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation and commercial facilities. Public accommodations are private entities who own, lease, lease to or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

### **Section 3 - Economic Opportunities for Low- and Very Low-Income Persons**

Each Subrecipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-MIT-funded projects in the community. The Subrecipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-MIT-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

The following clause from 24 CFR § 135.38 is required to be included in CDBG-MIT-funded contracts of \$100,000 or more.

#### **Section 3 Clause**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Subrecipients of HUD assistance for housing.
2. The Parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or

workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

### **Civil Rights Regulations**

As a condition for the receipt of CDBG-MIT funds, each Subrecipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 CFR § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 CFR § 570.490(b) – Unit of general local government's record;
6. 24 CFR § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of or subjected to discrimination under any program or activity receiving CDBG-MIT funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 CFR part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and

13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that \_\_\_\_\_ shall comply with all of the provisions and Federal regulations listed in this Attachment F.

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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## Attachment G – Reports

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The following reports must be completed and submitted to DEO in the time frame indicated below. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. **Monthly Progress Report** must be submitted to DEO ten (10) calendar days after the end of each month.
2. A **Quarterly Progress Report** must be submitted to DEO on forms to be provided by DEO no later than the 10<sup>th</sup> of every April, July, October and January.
3. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at [https://www.hud.gov/sites/documents/DOC\\_36660](https://www.hud.gov/sites/documents/DOC_36660); which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's SERA reporting system. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

The Subrecipient shall closeout its use of the CDBG-MIT funds and its obligations under this Agreement by complying with the closeout procedures in 2 CFR § 200.343. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the Subrecipient) and determining the custodianship of records.

Notwithstanding the terms of 2 CFR 200.343, upon the expiration of this Agreement, the Subrecipient shall transfer to the recipient any CDBG-MIT funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG-MIT funds. Further, any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG-MIT funds (including CDBG-MIT funds provided to the Subrecipient in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

4. In accordance with 2 CFR part 200, should the Subrecipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 CFR part 200 and submitted to DEO no later than nine months from the end of the Subrecipient's fiscal year. If the Subrecipient did not meet the audit threshold, an **Audit Certification Memo** must be provided to DEO no later than nine months from the end of the Subrecipient's fiscal year.
5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com) within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.
6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's SERA reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet Section 3 requirements.
7. Request for Funds must be submitted as required by DEO and in accordance with the ***Project Description and Deliverables, Project Detail Budget and Activity Work Plan***.
8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

### **Financial Management**

The Subrecipient's financial management system must comply with the provisions of 2 CFR part 200 (and particularly 2 C.F.R 200.302 titled "Financial Management"), Section 218.33, F.S., and include the following:

1. Accurate, current and complete disclosure of the financial results of this project or program.
2. Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
3. Effective control over and accountability for all funds, property and other assets. The Subrecipient shall safeguard all assets and assure that they are used solely for authorized purposes.
4. Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
5. Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 CFR part 200 (and particularly 2 CFR 200 Subpart E titled "Costs Principles") and the terms and conditions of this Agreement.
6. Cost accounting records that are supported by backup documentation.

### **Competition**

All procurement transactions must follow the provisions of 2 CFR §§ 200.318-200.327 and be conducted in a manner providing full and open competition. The Subrecipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Subrecipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

### **Codes of Conduct**

The Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer or agent shall participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in a tangible personal benefit from a firm considered for a contract. The officers, employees and agents of the Subrecipient shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees or agents of the Subrecipient. (*See* 2 CFR § 200.318(c)(1).)

### **Business Hours**

The Subrecipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

### **Licensing and Permitting**

All contractors or employees hired by the Subrecipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Subrecipient.

## **Attachment I – Audit Requirements**

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The administration of resources awarded by DEO to the Subrecipient may be subject to audits and/or monitoring by DEO as described in this section.

### **MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR 200 Subpart F - Audit Requirements, and section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DEO staff to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS**

**PART I: FEDERALLY FUNDED.** This part is applicable if the Subrecipient is a state or local government or nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A Subrecipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the Subrecipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the Subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the Subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A Subrecipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the Subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from Subrecipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the Subrecipient is a non-state entity as defined by Section 215.97(2), F.S.

1. In the event that the Subrecipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Subrecipient (for fiscal years ending June 30, 2017, and thereafter), the Subrecipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Subrecipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the Subrecipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting

package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Subrecipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Subrecipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), F.S., State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, F.S. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### **PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR § 200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR § 200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Subrecipient directly to each of the following:

- a. DEO at each of the following addresses:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a>	or	Paper (hard copy): Department Economic Opportunity
		MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits  
342 Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the Subrecipient directly to:

Electronic copies (preferred): <a href="mailto:Audit@deo.myflorida.com">Audit@deo.myflorida.com</a> Opportunity	or	Paper (hard copy): Department Economic MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
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- Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- Subrecipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Subrecipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.



## Exhibit 1 to Attachment I – Funding Sources

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### Federal Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following:

<b>Federal Awarding Agency:</b>	U.S. Department of Housing and Urban Development
<b>Federal Funds Obligated to Subrecipient:</b>	\$107,500
<b>Catalog of Federal Domestic Assistance Title:</b>	Community Development Block Grants/State’s Program and Non-Entitlement Grants in Hawaii
<b>Catalog of Federal Domestic Assistance Number:</b>	14.228
<b>Project Description:</b>	Funding is being provided funding to develop a drainage improvement plan to enhance the system that serves the town. Improvements to the drainage system will mitigate flooding from heavy rainfall and ensure the Town’s resilience against storm surge and sea-level rise.

*This is not a research and development award.*

### Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

#### Federal Program

1. The Subrecipient shall perform its obligations in accordance with Sections 290.0401- 290.048, F.S.
2. The Subrecipient shall perform its obligations in accordance with 24 CFR §§ 570.480 – 570.497.
3. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Subrecipient shall perform the obligations in accordance with chapter 73C-23.0051(1) and (3), F.A.C.
5. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient’s Notice of Subgrant Award/Fund Availability (NFA).

### State Resources Awarded to the Subrecipient Pursuant to this Agreement Consist of the Following: *N/A*

### Matching Resources for Federal Programs: *N/A*

### Subject to Section 215.97, Florida Statutes: *N/A*

### Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 CFR § 200.331 and Section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Subrecipient.

**Attachment J – Audit Compliance Certification**

*Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.*

Subrecipient:

FEIN:

Subrecipient's Fiscal Year:

Contact Name:

Contact's Phone:

Contact's Email:

1. Did the Subrecipient expend state financial assistance, during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, answer the following before proceeding to item 2.

Did the Subrecipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, the Subrecipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of Section 215.97, Florida Statutes and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did the Subrecipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Subrecipient and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Subrecipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, the Subrecipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of the Subrecipient, that the above representations for items 1 and 2 are true and correct.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

Attachment K – Subrecipient Enterprise Resource Application (SERA) Form

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Attachment K will be provided after execution of this Agreement

## Attachment L

### 2 CFR Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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#### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to

construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See 200.323 - Procurement of Recovered Materials.

**(K)** See 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.

**(L)** See 200.322 – Domestic Preferences for procurements.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

**Attachment M**

**State of Florida  
Department of Economic Opportunity**

**Federally Funded  
Community Development Block Grant  
Disaster Recovery (CDBG-MIT) Subrogation Agreement**

This Subrogation and Assignment Agreement (“Agreement”) is made and entered into by and between [insert Subrecipient name] (hereinafter referred to as “Subrecipient”) and the State of Florida, Department of Economic Opportunity (hereinafter referred to as “DEO”).

In consideration of Subrecipient’s receipt of funds or the commitment by DEO to evaluate Subrecipient’s application for the receipt of funds (collectively, the “Grant Proceeds”) under the DEO Community Development Block Grant-Mitigation Program (the “CDBG-MIT Program”) administered by DEO, Subrecipient hereby assigns to DEO all of Subrecipient’s future rights to reimbursement and all payments received from any grant, subsidized loan, lawsuit or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency (“FEMA”) or the Small Business Administration (“SBA”) (singularly, a “Disaster Program” and collectively, the “Disaster Programs”) that was the basis of the calculation of Grant Proceeds paid or to be paid to Subrecipient under the CDBG-MIT Program and that are determined in the sole discretion of DEO to be a duplication of benefits (“DOB”) as provided in this Agreement.

The proceeds or payments referred to in the preceding paragraph, whether they are from insurance, FEMA or the SBA or any other source, and whether or not such amounts are a DOB, shall be referred to herein as “Proceeds,” and any Proceeds that are a DOB shall be referred to herein as “DOB Proceeds.” Upon receiving any Proceeds, Subrecipient agrees to immediately notify DEO who will determine in its sole discretion if such additional amounts constitute a DOB. If some or all of the Proceeds are determined to be a DOB, the portion that is a DOB shall be paid to DEO, to be retained and/or disbursed as provided in this Agreement. The amount of DOB determined to be paid to DEO shall not exceed the amount received from the CDBG-MIT Program.

Subrecipient agrees to assist and cooperate with DEO to pursue any of the claims Subrecipient has against the insurers for reimbursement of DOB Proceeds under any such policies. Subrecipient’s assistance and cooperation shall include but shall not be limited to allowing suit to be brought in Subrecipient’s name(s) and providing any additional documentation with respect to such consent, giving depositions, providing documents, producing record and other evidence, testifying at trial and any other form of assistance and cooperation reasonably requested by DEO. Subrecipient further agrees to assist and cooperate in the attainment and collection of any DOB Proceeds that the Subrecipient would be entitled to under any applicable Disaster Program.

If requested by DEO, Subrecipient agrees to execute such further and additional documents and instruments as may be requested to further and better assign to DEO, to the extent of the Grant Proceeds paid to Subrecipient under the CDBG-MIT Program, the Policies, any amounts received under the Mitigation Programs that are DOB Proceeds and/or any rights thereunder, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

Subrecipient explicitly allows DEO to request of any company with which Subrecipient held insurance policies, or FEMA or the SBA or any other entity from which Subrecipient has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor/enforce its interest in the rights assigned to it under this Agreement and give Subrecipient's consent to such company to release said information to DEO.

If Subrecipient (or any lender to which DOB Proceeds are payable to such lender, to the extent permitted by superior loan documents) hereafter receives any DOB Proceeds, Subrecipient agrees to promptly pay such amounts to DEO, if Subrecipient received Grant Proceeds under the CDBG-MIT Program in an amount greater than the amount Subrecipient would have received if such DOB Proceeds had been considered in the calculation of Subrecipient's award.

In the event that the Subrecipient receives or is scheduled to receive any subsequent Proceeds, Subrecipient shall pay such subsequent Proceeds directly to DEO, and DEO will determine the amount, if any, of such subsequent Proceeds that are DOB Proceeds ("Subsequent DOB Proceeds"). Subsequent Proceeds in excess of Subsequent DOB Proceeds shall be returned to the Subrecipient. Subsequent DOB Proceeds shall be disbursed as follows:

1. If the Subrecipient has received full payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be retained by DEO.
2. If the Subrecipient has received no payment of the Grant Proceeds, any Subsequent DOB Proceeds shall be used by DEO to reduce payments of the Grant Proceeds to the Subrecipient, and all Subsequent DOB Proceeds shall be returned to the Subrecipient.
3. If the Subrecipient has received a portion of the Grant Proceeds, any Subsequent DOB Proceeds shall be used, retained and/or disbursed in the following order: (A) Subsequent DOB Proceeds shall first be used to reduce the remaining payments of the Grant Proceeds, and Subsequent DOB Proceeds in such amount shall be returned to the Subrecipient; and (B) any remaining Subsequent DOB Proceeds shall be retained by DEO.
4. If DEO makes the determination that the Subrecipient does not qualify to participate in the CDBG-MIT Program or the Subrecipient determines not to participate in the CDBG-MIT Program, the Subsequent DOB Proceeds shall be returned to the Subrecipient, and this Agreement shall terminate.

Once DEO has recovered an amount equal to the Grant Proceeds paid to Subrecipient, DEO will reassign to Subrecipient any rights assigned to DEO pursuant to this Agreement.

Subrecipient represents that all statements and representations made by Subrecipient regarding Proceeds received by Subrecipient shall be true and correct as of the date of the signing of this Agreement.

**Warning:** Any person who intentionally or knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

~ Remainder of this page is intentionally left blank ~

The person executing this Agreement on behalf of the Subrecipient hereby represents that he\she has received, read, and understands this notice of penalties for making a false claim or statement regarding Proceeds received by Subrecipient.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorney's fees.

**TOWN OF SURFSIDE**

**DEPARTMENT OF ECONOMIC OPPORTUNITY**

By \_\_\_\_\_  
Signature  
**Charles W. Burkett**

By \_\_\_\_\_  
Signature  
**Insert Name**

Title **Mayor of Surfside**

Title **Insert Title**

Date \_\_\_\_\_

Date \_\_\_\_\_





**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:**

**Date:** August 27, 2021

**From:** Vice Mayor Tina Paul

**Subject:** Pelican Harbor Seabird Station Sponsorship Request

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**Background** – The Town annually provides sponsorship to Pelican Harbor Seabird Station (“Pelican Harbor”), a non-profit organization. Pelican Harbor is the oldest and largest full service wildlife hospital in Miami-Dade County dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife. In the past 41 years, Pelican Harbor has treated over 37,000 animals from every municipality in Miami-Dade County. Last year, Pelican Harbor treated 24 patients from the Town of Surfside at an average cost of care of \$379. per patient.

**Consideration** – The Parks and Recreation Department hosts the Town of Surfside Annual Earth Day Resource Fair. Each year, Pelican Harbor participates by providing educational resources for the event with a highlight, featuring a rehabilitated Pelican bird release on the beach. Many of the patients treated and rehabilitated at their facility are birds that were injured in Surfside. The continued participation of Pelican Harbor at our annual event is reliant upon sponsorship, to assist with their daily work dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife. Town of Surfside is publicly recognized by Pelican Harbor as a community that cares about its natural habitat for providing support of our seabirds and other native wildlife through our sponsorship.

**Recommendation** – Continue to support Pelican Harbor by approving sponsorship in the amount of \$1,000. for their dedication to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife.

**BOARD OF DIRECTORS**

**David Epstein**  
*Chairman*

**Marcus McCarthy**  
*Vice-Chairman*

**Darren Steinbook**  
*Treasurer*

**Helene Valentine**  
*Secretary*

**Jacqueline Contney**

**Robert Glidewell**

**Jacqueline D. Greenberg, CPA**

**Marilyn Magill**

**David Williams, Jr.**

**STAFF**

**Christopher Boykin**  
*Executive Director*

**Yaritza Acosta**  
*Wildlife Rehabilitation  
Manager*

**Kiki Mutis**  
*Operations Manager*

**Stephanie Moure**  
*Wildlife Intake and  
IT Manager*

**Dr. Linda Gregard, DVM**  
*Veterinarian*

**Dr. Renata Schneider, DVM**  
*Veterinarian*

**Mary Diddle**  
*Accounting Coordinator*

**Tori Fields**  
*Wildlife Rehabilitator and  
Internship Coordinator*

**Judith Gatti**  
*Development Director*

**Douglas Giraldo**  
*Wildlife Rehabilitator*

**Natalie Mahomar**  
*Wildlife Intake Coordinator*

**Sam Martinez**  
*Wildlife Intake Coordinator*

**Hannah McDougall**  
*Communications and  
Outreach Coordinator*



**Pelican Harbor**  
SEABIRD STATION

To Whom It May Concern:

I have reviewed the attached application for financial assistance from the Town of Surfside and authorize this request on behalf of Pelican Harbor Seabird Station Inc.

We look forward to our continued partnership with the Town of Surfside and thank you for your time and consideration.

Sincerely,

Christopher Boykin  
Executive Director



**Application by Not-For-Profit/Charitable Organization for Financial or In-Kind Assistance from The Town of Surfside**

**Legal Name of Applicant: Pelican Harbor Seabird Station Inc.**

**Year Established in Florida: 1980**

**Business Address: 1279 NE 79th St. Causeway, Miami FL 33138**

**Business Phone Number: 305-762-7633**

**Contact Name and Phone Number: Hannah McDougall, 856-916-1119**

**Contact email address: Hannah@pelicanharbor.org**

**Business Website URL: www.pelicanharbor.org**

*Describe the services you will provide to the Town of Surfside Residents or Businesses with the assistance you will receive from the Town:*

Pelican Harbor is dedicated to the rescue, rehabilitation, and release of Florida's native wildlife. We assist the residents and visitors of Surfside when they encounter an injured or displaced wild animal, and provide veterinary care as a free service to the community. We also engage with the community via events and educational presentations.

*What assistance do you need from the Town:*

We are requesting a \$1,000 contribution for services rendered for the town of Surfside. Last year, Pelican Harbor treated 24 patients from the town of Surfside. With an average cost of care of \$379 per patient, your contribution will help to offset these expenses.

*Who will be the person in your organization accountable for the assistance the Town provides your organization:*

Hannah McDougall; hannah@pelicanharbor.org

*How will you measure and report to the Town how well the assistance was used by your organization:*

We will use files from our online patient database to report the amount and type of species that we treat from Surfside each year. We will also record the date, location, and attendance of any Surfside community events.

*If you have provided the intended services to other communities or organizations, please briefly describe them below or attach them to this application:*

In the past 41 years, Pelican Harbor has treated over 37,000 animals from every municipality in Miami-Dade. In the past, we have partnered with Miami Beach, Bay Harbor Islands, South Miami, Biscayne Park, Williams Island, North Bay Village, and Miami Shores through sponsorships or contributions for services rendered to their communities.

*If you are not awarded the assistance you are requesting, what do you think it will mean to the community and the Town:*

In the event that we do not receive this assistance, it may influence our ability to provide the optimal level of care for our patients, including those that come from the Town of Surfside.

*Please detail any known relationship (familial, business, friendship, etc.), no matter how distant, that your organization has with any elected official or employee of the Town of Surfside:*

We have partnered with the Town of Surfside for the past four years to do bird releases at the Community Center on Earth Day, tabling for environmental education at the Earth Day event, as well as rescuing and providing medical care for dozens of wildlife patients annually from within the town limits of Surfside. We have also worked with Elizabeth Hopkins at the Community Center and Vice Mayor Paul has been present for many of our releases and often represented Surfside at our annual Pelican Party celebration.

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● **Documents to be submitted with applications from not-for-profit organizations:**

- State of Florida Certificate of Status, Non-Profit Corporation
- IRS Ruling or Determination Letter of your charitable status
- Your most recent annual information return (Form 990 or 990-EZ) or a determination letter stating your organization is exempt from the annual return requirement
- A letter from the applicant that is signed by an individual authorized to make the request of the Town stating that the application has been authorized by the organization

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Commission Approval Date: \_\_\_\_\_

Commission Approval Amount: \_\_\_\_\_

Attested by: \_\_\_\_\_

Sandra Novoa, Town Clerk

\*Approved form to be delivered to Finance Department for processing



Department of the Treasury  
Internal Revenue Service

P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248367572  
May 10, 2013 LTR 4168C E0  
59-2137331 000000 00

00029049

BODC: TE

PELICAN HARBOR SEABIRD STATION INC  
1279 N E 79TH STREET CAUSEWAY  
MIAMI FL 33138-4206

Employer Identification Number: 59-2137331  
Person to Contact: Ms. Mueller  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 01, 2013, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 1982.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

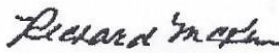
Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248367572  
May 10, 2013 LTR 4168C E0  
59-2137331 000000 00  
00029050

PELICAN HARBOR SEABIRD STATION INC  
1279 N E 79TH STREET CAUSEWAY  
MIAMI FL 33138-4206

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,



Richard McKee, Department Manager  
Accounts Management Operations



# Consumer's Certificate of Exemption

DR-14  
R. 10/15

Issued Pursuant to Chapter 212, Florida Statutes

85-8012640670C-3	06/30/2017	06/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

PELICAN HARBOR SEABIRD STATION INC  
1279 NE 79TH ST  
MIAMI FL 33138-4206

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

# Return of Organization Exempt From Income Tax

OMB No. 1545-0047

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2019**

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**Open to Public Inspection**

**A** For the **2019** calendar year, or tax year beginning **2019**, and ending **2020**

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization Pelican Harbor Seabird Station, Inc.  
 Doing business as \_\_\_\_\_  
 Number and street (or P.O. box if mail is not delivered to street address) Room/suite  
1279 NE 79th Street Causeway  
 City or town, state or province, country, and ZIP or foreign postal code  
Miami, FL 33138

**D** Employer identification number  
59-2137331

**E** Telephone number  
(305) 751-9840

**F** Name and address of principal officer:  
Darren Steinbook, 1279 NE 79th Street Causeway, Miami, FL 33138

**G** Gross receipts \$1,487,566.

**H(a)** Is this a group return for subordinates?  Yes  No  
**H(b)** Are all subordinates included?  Yes  No  
 If "No," attach a list. (see instructions)  
**H(c)** Group exemption number ▶ \_\_\_\_\_

**I** Tax-exempt status:  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**J** Website: ▶ pelicanharbor.org

**K** Form of organization:  Corporation  Trust  Association  Other ▶ \_\_\_\_\_

**L** Year of formation: 1981 **M** State of legal domicile: FL

**Part I Summary**

<b>Activities &amp; Governance</b>	<b>1</b>	Briefly describe the organization's mission or most significant activities: <u>Pelican Harbor Seabird Station is dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds, and other native wildlife; and the preservation and protection</u>		
	<b>2</b>	Check this box <input type="checkbox"/> if the organization discontinued its operations or disposed of more than 25% of its net assets.		
	<b>3</b>	Number of voting members of the governing body (Part VI, line 1a)	<b>3</b>	<u>11</u>
	<b>4</b>	Number of independent voting members of the governing body (Part VI, line 1b)	<b>4</b>	<u>11</u>
	<b>5</b>	Total number of individuals employed in calendar year 2019 (Part V, line 2a)	<b>5</b>	<u>16</u>
	<b>6</b>	Total number of volunteers (estimate if necessary)	<b>6</b>	<u>9</u>
	<b>7a</b>	Total unrelated business revenue from Part VIII, column (C), line 12	<b>7a</b>	<u>0.</u>
<b>b</b>	Net unrelated business taxable income from Form 990-T, line 39	<b>7b</b>	<u>0.</u>	
<b>Revenue</b>	<b>8</b>	Contributions and grants (Part VIII, line 1h)	<b>Prior Year</b>	<b>Current Year</b>
	<b>9</b>	Program service revenue (Part VIII, line 2g)	<u>714,487.</u>	<u>1,358,793.</u>
	<b>10</b>	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	<u>18,422.</u>	<u>25,576.</u>
	<b>11</b>	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	<u>708.</u>	<u>3,243.</u>
	<b>12</b>	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	<u>733,617.</u>	<u>1,435,229.</u>
<b>Expenses</b>	<b>13</b>	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	<b>14</b>	Benefits paid to or for members (Part IX, column (A), line 4)		
	<b>15</b>	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	<u>337,930.</u>	<u>466,837.</u>
	<b>16a</b>	Professional fundraising fees (Part IX, column (A), line 11e)		
	<b>b</b>	Total fundraising expenses (Part IX, column (D), line 25) ▶ <u>53,598.</u>		
	<b>17</b>	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	<u>364,970.</u>	<u>344,780.</u>
<b>18</b>	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	<u>702,900.</u>	<u>811,617.</u>	
<b>19</b>	Revenue less expenses. Subtract line 18 from line 12	<u>30,717.</u>	<u>623,612.</u>	
<b>Net Assets or Fund Balances</b>	<b>20</b>	Total assets (Part X, line 16)	<b>Beginning of Current Year</b>	<b>End of Year</b>
	<b>21</b>	Total liabilities (Part X, line 26)	<u>1,288,115.</u>	<u>1,976,749.</u>
	<b>22</b>	Net assets or fund balances. Subtract line 21 from line 20	<u>5,076.</u>	<u>13,546.</u>
			<u>1,283,039.</u>	<u>1,963,203.</u>

**Part II Signature Block**

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

**Sign Here**

Signature of officer: \_\_\_\_\_ Date: 05/05/2020

Darren Steinbook, Treasurer  
Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name <u>Marie Rosier</u>	Preparer's signature <u>Marie Rosier</u>	Date <u>05/13/2020</u>	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶ <u>MMR CPA</u>		Firm's EIN ▶ <u>45-3219117</u>		
Firm's address ▶ <u>2028 Harrison Street Suite 106, Hollywood, FL 33020</u>		Phone no. <u>(954) 448-7721</u>		

May the IRS discuss this return with the preparer shown above? (see instructions)  Yes  No



**Part III Statement of Program Service Accomplishments**

Check if Schedule O contains a response or note to any line in this Part III

**1** Briefly describe the organization's mission:

Pelican Harbor Seabird Station is dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds, and other native wildlife; and the preservation and protection

**2** Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ?  Yes  No

If "Yes," describe these new services on Schedule O.

**3** Did the organization cease conducting, or make significant changes in how it conducts, any program services?  Yes  No

If "Yes," describe these changes on Schedule O.

**4** Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

**4a** (Code: \_\_\_\_\_) (Expenses \$ 711,121. including grants of \$ 0.) (Revenue \$ 1,491,780.)

Pelican Harbor Seabird Station, Inc. (PHSS) is a FL non-for-profit corporation and federally permitted wildlife rehabilitation facility under US Fish and wildlife permit #MB-4856A-0. Pelican Harbor Seabird Station is dedicated to the rescue, rehabilitation and release of sick, injured or orphaned brown pelicans, seabirds and other native wildlife; and the preservation and protection of these species through educational and scientific means. A total of 1,973 patients of 124 native species were treated in 2019 and over 3,759 wildlife calls were fielded by staff and volunteers.

**4b** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

**4c** (Code: \_\_\_\_\_) (Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

**4d** Other program services (Describe on Schedule O.)  
(Expenses \$ \_\_\_\_\_ including grants of \$ \_\_\_\_\_) (Revenue \$ \_\_\_\_\_)

**4e** Total program service expenses **▶** 711,121.

**Part IV Checklist of Required Schedules**

	Yes	No
<b>1</b> Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? <i>If "Yes," complete Schedule A . . . . .</i>	<b>1</b> X	
<b>2</b> Is the organization required to complete <i>Schedule B, Schedule of Contributors</i> (see instructions)? . . . . .	<b>2</b> X	
<b>3</b> Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? <i>If "Yes," complete Schedule C, Part I . . . . .</i>	<b>3</b>	X
<b>4</b> <b>Section 501(c)(3) organizations.</b> Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? <i>If "Yes," complete Schedule C, Part II . . . . .</i>	<b>4</b>	X
<b>5</b> Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? <i>If "Yes," complete Schedule C, Part III . . . . .</i>	<b>5</b>	X
<b>6</b> Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? <i>If "Yes," complete Schedule D, Part I . . . . .</i>	<b>6</b>	X
<b>7</b> Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? <i>If "Yes," complete Schedule D, Part II . . . . .</i>	<b>7</b>	X
<b>8</b> Did the organization maintain collections of works of art, historical treasures, or other similar assets? <i>If "Yes," complete Schedule D, Part III . . . . .</i>	<b>8</b>	X
<b>9</b> Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? <i>If "Yes," complete Schedule D, Part IV . . . . .</i>	<b>9</b>	X
<b>10</b> Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? <i>If "Yes," complete Schedule D, Part V . . . . .</i>	<b>10</b>	X
<b>11</b> If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.		
<b>a</b> Did the organization report an amount for land, buildings, and equipment in Part X, line 10? <i>If "Yes," complete Schedule D, Part VI . . . . .</i>	<b>11a</b> X	
<b>b</b> Did the organization report an amount for investments—other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VII . . . . .</i>	<b>11b</b>	X
<b>c</b> Did the organization report an amount for investments—program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part VIII . . . . .</i>	<b>11c</b>	X
<b>d</b> Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? <i>If "Yes," complete Schedule D, Part IX . . . . .</i>	<b>11d</b>	X
<b>e</b> Did the organization report an amount for other liabilities in Part X, line 25? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<b>11e</b>	X
<b>f</b> Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? <i>If "Yes," complete Schedule D, Part X . . . . .</i>	<b>11f</b>	X
<b>12a</b> Did the organization obtain separate, independent audited financial statements for the tax year? <i>If "Yes," complete Schedule D, Parts XI and XII . . . . .</i>	<b>12a</b>	X
<b>b</b> Was the organization included in consolidated, independent audited financial statements for the tax year? <i>If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional . . . . .</i>	<b>12b</b>	X
<b>13</b> Is the organization a school described in section 170(b)(1)(A)(ii)? <i>If "Yes," complete Schedule E . . . . .</i>	<b>13</b>	X
<b>14a</b> Did the organization maintain an office, employees, or agents outside of the United States? . . . . .	<b>14a</b>	X
<b>b</b> Did the organization have aggregate revenues or expenses of more than \$10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at \$100,000 or more? <i>If "Yes," complete Schedule F, Parts I and IV. . . . .</i>	<b>14b</b>	X
<b>15</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of grants or other assistance to or for any foreign organization? <i>If "Yes," complete Schedule F, Parts II and IV . . . . .</i>	<b>15</b>	X
<b>16</b> Did the organization report on Part IX, column (A), line 3, more than \$5,000 of aggregate grants or other assistance to or for foreign individuals? <i>If "Yes," complete Schedule F, Parts III and IV. . . . .</i>	<b>16</b>	X
<b>17</b> Did the organization report a total of more than \$15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? <i>If "Yes," complete Schedule G, Part I (see instructions) . . . . .</i>	<b>17</b>	X
<b>18</b> Did the organization report more than \$15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? <i>If "Yes," complete Schedule G, Part II . . . . .</i>	<b>18</b> X	
<b>19</b> Did the organization report more than \$15,000 of gross income from gaming activities on Part VIII, line 9a? <i>If "Yes," complete Schedule G, Part III . . . . .</i>	<b>19</b>	X
<b>20a</b> Did the organization operate one or more hospital facilities? <i>If "Yes," complete Schedule H . . . . .</i>	<b>20a</b>	X
<b>b</b> If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return? . . . . .	<b>20b</b>	
<b>21</b> Did the organization report more than \$5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? <i>If "Yes," complete Schedule I, Parts I and II . . . . .</i>	<b>21</b>	X

**Part IV Checklist of Required Schedules** *(continued)*

	Yes	No
<b>22</b> Did the organization report more than \$5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? <i>If "Yes," complete Schedule I, Parts I and III</i>		X
<b>23</b> Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? <i>If "Yes," complete Schedule J</i>		X
<b>24a</b> Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than \$100,000 as of the last day of the year, that was issued after December 31, 2002? <i>If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a</i>		X
<b>b</b> Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?		
<b>c</b> Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?		
<b>d</b> Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?		
<b>25a</b> <b>Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.</b> Did the organization engage in an excess benefit transaction with a disqualified person during the year? <i>If "Yes," complete Schedule L, Part I</i>		X
<b>b</b> Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? <i>If "Yes," complete Schedule L, Part I</i>		X
<b>26</b> Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons? <i>If "Yes," complete Schedule L, Part II</i>		X
<b>27</b> Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? <i>If "Yes," complete Schedule L, Part III</i>		X
<b>28</b> Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):		
<b>a</b> A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? <i>If "Yes," complete Schedule L, Part IV</i>		X
<b>b</b> A family member of any individual described in line 28a? <i>If "Yes," complete Schedule L, Part IV</i>		X
<b>c</b> A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? <i>If "Yes," complete Schedule L, Part IV</i>		X
<b>29</b> Did the organization receive more than \$25,000 in non-cash contributions? <i>If "Yes," complete Schedule M</i>	X	
<b>30</b> Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? <i>If "Yes," complete Schedule M</i>		X
<b>31</b> Did the organization liquidate, terminate, or dissolve and cease operations? <i>If "Yes," complete Schedule N, Part I</i>		X
<b>32</b> Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? <i>If "Yes," complete Schedule N, Part II</i>		X
<b>33</b> Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? <i>If "Yes," complete Schedule R, Part I</i>		X
<b>34</b> Was the organization related to any tax-exempt or taxable entity? <i>If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1</i>	X	
<b>35a</b> Did the organization have a controlled entity within the meaning of section 512(b)(13)?		X
<b>b</b> If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? <i>If "Yes," complete Schedule R, Part V, line 2</i>		X
<b>36</b> <b>Section 501(c)(3) organizations.</b> Did the organization make any transfers to an exempt non-charitable related organization? <i>If "Yes," complete Schedule R, Part V, line 2</i>	X	
<b>37</b> Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? <i>If "Yes," complete Schedule R, Part VI</i>		X
<b>38</b> Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? <b>Note:</b> All Form 990 filers are required to complete Schedule O.	X	

**Part V Statements Regarding Other IRS Filings and Tax Compliance**

Check if Schedule O contains a response or note to any line in this Part V

	Yes	No
<b>1a</b> Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable		
<b>b</b> Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable		
<b>c</b> Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance (continued)

Table with columns for question number, question text, and Yes/No response boxes. Includes questions 2a through 16 regarding employee reporting, tax returns, business income, foreign accounts, prohibited transactions, and charitable contributions.

**Part VI Governance, Management, and Disclosure** For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes on Schedule O. See instructions. Check if Schedule O contains a response or note to any line in this Part VI

**Section A. Governing Body and Management**

		Yes	No
<b>1a</b>	Enter the number of voting members of the governing body at the end of the tax year . . . . .		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.		
<b>1b</b>	Enter the number of voting members included on line 1a, above, who are independent . . . . .		
<b>2</b>	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee? . . . . .		X
<b>3</b>	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, trustees, or key employees to a management company or other person? . . . . .		X
<b>4</b>	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed? . . . . .		X
<b>5</b>	Did the organization become aware during the year of a significant diversion of the organization's assets? . . . . .		X
<b>6</b>	Did the organization have members or stockholders? . . . . .		X
<b>7a</b>	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body? . . . . .		X
<b>7b</b>	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body? . . . . .		X
<b>8</b>	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:		
<b>8a</b>	The governing body? . . . . .	X	
<b>8b</b>	Each committee with authority to act on behalf of the governing body? . . . . .	X	
<b>9</b>	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? If "Yes," provide the names and addresses on Schedule O . . . . .		X

**Section B. Policies** (This Section B requests information about policies not required by the Internal Revenue Code.)

		Yes	No
<b>10a</b>	Did the organization have local chapters, branches, or affiliates? . . . . .		X
<b>10b</b>	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes? . . . . .		
<b>11a</b>	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form? . . . . .	X	
<b>11b</b>	Describe in Schedule O the process, if any, used by the organization to review this Form 990. . . . .		
<b>12a</b>	Did the organization have a written conflict of interest policy? If "No," go to line 13 . . . . .	X	
<b>12b</b>	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts? . . . . .	X	
<b>12c</b>	Did the organization regularly and consistently monitor and enforce compliance with the policy? If "Yes," describe in Schedule O how this was done . . . . .	X	
<b>13</b>	Did the organization have a written whistleblower policy? . . . . .		X
<b>14</b>	Did the organization have a written document retention and destruction policy? . . . . .		X
<b>15</b>	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?		
<b>15a</b>	The organization's CEO, Executive Director, or top management official . . . . .	X	
<b>15b</b>	Other officers or key employees of the organization . . . . .	X	
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).		
<b>16a</b>	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year? . . . . .		X
<b>16b</b>	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements? . . . . .		

**Section C. Disclosure**

- 17** List the states with which a copy of this Form 990 is required to be filed ► FL
- 18** Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A, if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.  
 Own website     Another's website     Upon request     Other (explain on Schedule O)
- 19** Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.
- 20** State the name, address, and telephone number of the person who possesses the organization's books and records ►  
 Brigade Bookkeeping, 6161 Blue Lagoon Dr, Miami, FL 33126 (786)275-0175

**Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII

**Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees**

**1a** Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than \$100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than \$100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than \$10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) Julia Zaias President	1.00	X						0.	0.	0.
(2) Katie Comer Director	1.00	X						0.	0.	0.
(3) Carol Keys Director	1.00	X						0.	0.	0.
(4) Marilyn Magill VP	1.00	X						0.	0.	0.
(5) Harvey Ruvin Director	1.00	X						0.	0.	0.
(6) Christopher Boykin Executive Director	40.00	X		X				82,244.	0.	0.
(7) Darren Steinbook Treasurer	1.00	X						0.	0.	0.
(8) Astrid Garcia Director	1.00	X						0.	0.	0.
(9) Helene Valentine Secretary	1.00	X						0.	0.	0.
(10) Robert Glidewell Director	1.00	X						0.	0.	0.
(11) Marcus McCarthy Director	1.00	X						0.	0.	0.
(12) Jacqueline Greenberg Director	1.00	X						0.	0.	0.
(13)										
(14)										

**Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** (continued)

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
<b>1b Subtotal</b>							82,244.	0.	0.	
<b>c Total from continuation sheets to Part VII, Section A</b>										
<b>d Total (add lines 1b and 1c)</b>							82,244.	0.	0.	

**2** Total number of individuals (including but not limited to those listed above) who received more than \$100,000 of reportable compensation from the organization ▶

	Yes	No
<b>3</b> Did the organization list any <b>former</b> officer, director, trustee, key employee, or highest compensated employee on line 1a? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>4</b> For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than \$150,000? <i>If "Yes," complete Schedule J for such individual</i>		X
<b>5</b> Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? <i>If "Yes," complete Schedule J for such person</i>		X

**Section B. Independent Contractors**

**1** Complete this table for your five highest compensated independent contractors that received more than \$100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

**2** Total number of independent contractors (including but not limited to those listed above) who received more than \$100,000 of compensation from the organization ▶

**Part VIII Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514	
<b>Contributions, Gifts, Grants and Other Similar Amounts</b>	<b>1a</b>	Federated campaigns . . . . .	<b>1a</b>					
	<b>b</b>	Membership dues . . . . .	<b>1b</b>					
	<b>c</b>	Fundraising events . . . . .	<b>1c</b>					
	<b>d</b>	Related organizations . . . . .	<b>1d</b>					
	<b>e</b>	Government grants (contributions)	<b>1e</b>	65,000.				
	<b>f</b>	All other contributions, gifts, grants, and similar amounts not included above	<b>1f</b>	1,293,793.				
	<b>g</b>	Noncash contributions included in lines 1a-1f . . . . .	<b>1g</b>	\$				
	<b>h</b>	<b>Total.</b> Add lines 1a-1f . . . . .			1,358,793.			
<b>Program Service Revenue</b>	<b>2a</b>	Seabirds on the Bay	Business Code 712190	25,576.	25,576.	0.	0.	
	<b>b</b>	-----						
	<b>c</b>	-----						
	<b>d</b>	-----						
	<b>e</b>	-----						
	<b>f</b>	All other program service revenue . .						
	<b>g</b>	<b>Total.</b> Add lines 2a-2f . . . . .			25,576.			
<b>Other Revenue</b>	<b>3</b>	Investment income (including dividends, interest, and other similar amounts) . . . . .		3,243.	3,243.	0.	0.	
	<b>4</b>	Income from investment of tax-exempt bond proceeds						
	<b>5</b>	Royalties . . . . .						
	<b>6a</b>	Gross rents . . . . .	(i) Real	(ii) Personal				
			<b>6a</b>					
			<b>6b</b>					
	<b>c</b>	Less: rental expenses	<b>6c</b>					
	<b>d</b>	Rental income or (loss)						
	<b>d</b>	Net rental income or (loss) . . . . .						
	<b>7a</b>	Gross amount from sales of assets other than inventory	(i) Securities	(ii) Other				
			<b>7a</b>					
			<b>7b</b>					
	<b>c</b>	Less: cost or other basis and sales expenses . . . . .	<b>7c</b>					
	<b>d</b>	Gain or (loss) . . . . .						
	<b>d</b>	Net gain or (loss) . . . . .						
<b>8a</b>	Gross income from fundraising events (not including \$ _____ of contributions reported on line 1c). See Part IV, line 18 . . . . .	<b>8a</b>	99,954.					
<b>b</b>	Less: direct expenses . . . . .	<b>8b</b>	52,337.					
<b>c</b>	Net income or (loss) from fundraising events . .			47,617.	0.	47,617.		
<b>9a</b>	Gross income from gaming activities. See Part IV, line 19 . . . . .	<b>9a</b>						
<b>b</b>	Less: direct expenses . . . . .	<b>9b</b>						
<b>c</b>	Net income or (loss) from gaming activities . . .							
<b>10a</b>	Gross sales of inventory, less returns and allowances . . . . .							
		<b>10a</b>						
		<b>10b</b>						
<b>b</b>	Less: cost of goods sold . . . . .							
<b>c</b>	Net income or (loss) from sales of inventory . . .							
<b>Miscellaneous Revenue</b>	<b>11a</b>	-----	Business Code					
	<b>b</b>	-----						
	<b>c</b>	-----						
	<b>d</b>	All other revenue . . . . .						
	<b>e</b>	<b>Total.</b> Add lines 11a-11d . . . . .						
<b>12</b> See instructions . . . . .				1,435,229.	28,819.	0.	47,617.	



**Part IX Statement of Functional Expenses**

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

<b>Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.</b>		<b>(A)</b> Total expenses	<b>(B)</b> Program service expenses	<b>(C)</b> Management and general expenses	<b>(D)</b> Fundraising expenses
<b>1</b>	Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21 . . . . .				
<b>2</b>	Grants and other assistance to domestic individuals. See Part IV, line 22 . . . . .				
<b>3</b>	Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16 . . . . .				
<b>4</b>	Benefits paid to or for members . . . . .				
<b>5</b>	Compensation of current officers, directors, trustees, and key employees . . . . .	82,244.	69,907.	5,757.	6,580.
<b>6</b>	Compensation not included above to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B) . . . . .				
<b>7</b>	Other salaries and wages . . . . .	324,725.	276,016.	22,731.	25,978.
<b>8</b>	Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions) . . . . .	8,388.	7,130.	587.	671.
<b>9</b>	Other employee benefits . . . . .	18,569.	15,783.	1,300.	1,486.
<b>10</b>	Payroll taxes . . . . .	32,911.	27,974.	2,304.	2,633.
<b>11</b>	Fees for services (nonemployees):				
<b>a</b>	Management . . . . .				
<b>b</b>	Legal . . . . .				
<b>c</b>	Accounting . . . . .	18,434.	15,669.	1,290.	1,475.
<b>d</b>	Lobbying . . . . .				
<b>e</b>	Professional fundraising services. See Part IV, line 17 . . . . .				
<b>f</b>	Investment management fees . . . . .				
<b>g</b>	Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.) . . . . .	8,568.	7,283.	600.	685.
<b>12</b>	Advertising and promotion . . . . .	14,077.	11,966.	985.	1,126.
<b>13</b>	Office expenses . . . . .	46,882.	39,849.	3,282.	3,751.
<b>14</b>	Information technology . . . . .	9,998.	8,498.	700.	800.
<b>15</b>	Royalties . . . . .				
<b>16</b>	Occupancy . . . . .	42,166.	35,841.	2,952.	3,373.
<b>17</b>	Travel . . . . .				
<b>18</b>	Payments of travel or entertainment expenses for any federal, state, or local public officials . . . . .				
<b>19</b>	Conferences, conventions, and meetings . . . . .	9,671.	8,220.	677.	774.
<b>20</b>	Interest . . . . .				
<b>21</b>	Payments to affiliates . . . . .				
<b>22</b>	Depreciation, depletion, and amortization . . . . .	9,816.	8,344.	687.	785.
<b>23</b>	Insurance . . . . .	16,038.	13,632.	1,123.	1,283.
<b>24</b>	Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.) . . . . .				
<b>a</b>	<u>Repair and Maintenance</u> . . . . .	27,470.	23,349.	1,923.	2,198.
<b>b</b>	<u>Veterinarian Supplies and Lab</u> . . . . .	63,279.	63,279.	0.	0.
<b>c</b>	<u>Patient Transport</u> . . . . .	9,242.	9,242.	0.	0.
<b>d</b>	<u>Educational Programming</u> . . . . .	59,639.	59,639.	0.	0.
<b>e</b>	All other expenses . . . . .	9,500.	9,500.	0.	0.
<b>25</b>	<b>Total functional expenses.</b> Add lines 1 through 24e . . . . .	811,617.	711,121.	46,898.	53,598.
<b>26</b>	<b>Joint costs.</b> Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here <input type="checkbox"/> if following SOP 98-2 (ASC 958-720) . . . . .				

**Part X Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X

		(A) Beginning of year		(B) End of year
<b>Assets</b>	<b>1</b> Cash—non-interest-bearing . . . . .	1,148,917.	<b>1</b>	241,994.
	<b>2</b> Savings and temporary cash investments . . . . .		<b>2</b>	
	<b>3</b> Pledges and grants receivable, net . . . . .		<b>3</b>	
	<b>4</b> Accounts receivable, net . . . . .	13,075.	<b>4</b>	105,987.
	<b>5</b> Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>5</b>	
	<b>6</b> Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B) . . . . .		<b>6</b>	
	<b>7</b> Notes and loans receivable, net . . . . .		<b>7</b>	
	<b>8</b> Inventories for sale or use . . . . .		<b>8</b>	
	<b>9</b> Prepaid expenses and deferred charges . . . . .	2,240.	<b>9</b>	125,000.
	<b>10a</b> Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D . . . . .	<b>10a</b> 285,134.		
	<b>b</b> Less: accumulated depreciation . . . . .	<b>10b</b> 192,341.	93,249.	<b>10c</b> 92,793.
	<b>11</b> Investments—publicly traded securities . . . . .	30,634.	<b>11</b>	1,410,975.
	<b>12</b> Investments—other securities. See Part IV, line 11 . . . . .		<b>12</b>	
	<b>13</b> Investments—program-related. See Part IV, line 11 . . . . .		<b>13</b>	
	<b>14</b> Intangible assets . . . . .		<b>14</b>	
	<b>15</b> Other assets. See Part IV, line 11 . . . . .		<b>15</b>	
<b>16 Total assets.</b> Add lines 1 through 15 (must equal line 33) . . . . .		1,288,115.	<b>16</b>	1,976,749.
<b>Liabilities</b>	<b>17</b> Accounts payable and accrued expenses . . . . .	5,076.	<b>17</b>	13,546.
	<b>18</b> Grants payable . . . . .		<b>18</b>	
	<b>19</b> Deferred revenue . . . . .		<b>19</b>	
	<b>20</b> Tax-exempt bond liabilities . . . . .		<b>20</b>	
	<b>21</b> Escrow or custodial account liability. Complete Part IV of Schedule D . . . . .		<b>21</b>	
	<b>22</b> Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons . . . . .		<b>22</b>	
	<b>23</b> Secured mortgages and notes payable to unrelated third parties . . . . .		<b>23</b>	
	<b>24</b> Unsecured notes and loans payable to unrelated third parties . . . . .		<b>24</b>	
	<b>25</b> Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17–24). Complete Part X of Schedule D . . . . .		<b>25</b>	
	<b>26 Total liabilities.</b> Add lines 17 through 25 . . . . .		5,076.	<b>26</b>
<b>Net Assets or Fund Balances</b>	<b>Organizations that follow FASB ASC 958, check here <input checked="" type="checkbox"/> and complete lines 27, 28, 32, and 33.</b>			
	<b>27</b> Net assets without donor restrictions . . . . .	627,956.	<b>27</b>	733,120.
	<b>28</b> Net assets with donor restrictions . . . . .	655,083.	<b>28</b>	1,230,083.
	<b>Organizations that do not follow FASB ASC 958, check here <input type="checkbox"/> and complete lines 29 through 33.</b>			
	<b>29</b> Capital stock or trust principal, or current funds . . . . .		<b>29</b>	
	<b>30</b> Paid-in or capital surplus, or land, building, or equipment fund . . . . .		<b>30</b>	
	<b>31</b> Retained earnings, endowment, accumulated income, or other funds . . . . .		<b>31</b>	
	<b>32</b> Total net assets or fund balances . . . . .	1,283,039.	<b>32</b>	1,963,203.
<b>33</b> Total liabilities and net assets/fund balances . . . . .	1,288,115.	<b>33</b>	1,976,749.	

**Part XI Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI

<b>1</b>	Total revenue (must equal Part VIII, column (A), line 12)	<b>1</b>	1,435,229.
<b>2</b>	Total expenses (must equal Part IX, column (A), line 25)	<b>2</b>	811,617.
<b>3</b>	Revenue less expenses. Subtract line 2 from line 1	<b>3</b>	623,612.
<b>4</b>	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	<b>4</b>	1,283,039.
<b>5</b>	Net unrealized gains (losses) on investments	<b>5</b>	14,685.
<b>6</b>	Donated services and use of facilities	<b>6</b>	41,867.
<b>7</b>	Investment expenses	<b>7</b>	
<b>8</b>	Prior period adjustments	<b>8</b>	
<b>9</b>	Other changes in net assets or fund balances (explain on Schedule O)	<b>9</b>	
<b>10</b>	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	<b>10</b>	1,963,203.

**Part XII Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII

	Yes	No
<b>1</b> Accounting method used to prepare the Form 990: <input type="checkbox"/> Cash <input checked="" type="checkbox"/> Accrual <input type="checkbox"/> Other _____ If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.		
<b>2a</b> Were the organization's financial statements compiled or reviewed by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: <input checked="" type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis	X	
<b>b</b> Were the organization's financial statements audited by an independent accountant? If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: <input type="checkbox"/> Separate basis <input type="checkbox"/> Consolidated basis <input type="checkbox"/> Both consolidated and separate basis		X
<b>c</b> If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant? If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.	X	
<b>3a</b> As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?		X
<b>b</b> If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits.		

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2019**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

Name of the organization <b>Pelican Harbor Seabird Station, Inc.</b>	Employer identification number <b>59-2137331</b>
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**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

- 1  A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i)**.
- 2  A school described in **section 170(b)(1)(A)(ii)**. (Attach Schedule E (Form 990 or 990-EZ).)
- 3  A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii)**.
- 4  A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii)**. Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv)**. (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v)**.
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi)**. (Complete Part II.)
- 8  A community trust described in **section 170(b)(1)(A)(vii)**. (Complete Part II.)
- 9  An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: \_\_\_\_\_
- 10  An organization that normally receives: (1) more than 33<sup>1</sup>/<sub>3</sub>% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33<sup>1</sup>/<sub>3</sub>% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2)**. (Complete Part III.)
- 11  An organization organized and operated exclusively to test for public safety. See **section 509(a)(4)**.
- 12  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2)**. See **section 509(a)(3)**. Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
- f Enter the number of supported organizations
- g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1–10 above (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .	411,922.	594,600.	629,443.	714,487.	783,746.	3,134,198.
<b>2</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>3</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .		35,152.	37,261.	39,497.	41,866.	153,776.
<b>4 Total.</b> Add lines 1 through 3 . . . . .	411,922.	629,752.	666,704.	753,984.	825,612.	3,287,974.
<b>5</b> The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
<b>6 Public support.</b> Subtract line 5 from line 4						3,287,974.

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>7</b> Amounts from line 4 . . . . .	411,922.	629,752.	666,704.	753,984.	825,612.	3,287,974.
<b>8</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .	645.	863.	877.	708.	3,243.	6,336.
<b>9</b> Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						
<b>10</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>11 Total support.</b> Add lines 7 through 10						3,294,310.
<b>12</b> Gross receipts from related activities, etc. (see instructions) . . . . .					<b>12</b>	
<b>13 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and <b>stop here</b> . . . . .						<input type="checkbox"/>

**Section C. Computation of Public Support Percentage**

<b>14</b> Public support percentage for 2019 (line 6, column (f) divided by line 11, column (f)) . . . . .	<b>14</b>	99.81%
<b>15</b> Public support percentage from 2018 Schedule A, Part II, line 14 . . . . .	<b>15</b>	99.83%
<b>16a 33 1/3% support test—2019.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . .		<input checked="" type="checkbox"/>
<b>b 33 1/3% support test—2018.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and <b>stop here.</b> The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>17a 10%-facts-and-circumstances test—2019.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>b 10%-facts-and-circumstances test—2018.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and <b>stop here.</b> Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . .		<input type="checkbox"/>
<b>18 Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . .		<input type="checkbox"/>

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .						
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513						
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
<b>6 Total.</b> Add lines 1 through 5 . . . . .						
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .						
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .						
<b>c</b> Add lines 7a and 7b . . . . .						
<b>8 Public support.</b> (Subtract line 7c from line 6.) . . . . .						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2015	(b) 2016	(c) 2017	(d) 2018	(e) 2019	(f) Total
<b>9</b> Amounts from line 6 . . . . .						
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources . . . . .						
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .						
<b>c</b> Add lines 10a and 10b . . . . .						
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .						
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.) . . . . .						
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . . .						

**14 First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** . . . . .

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2019 (line 8, column (f), divided by line 13, column (f)) . . . . .	<b>15</b>	%
<b>16</b> Public support percentage from 2018 Schedule A, Part III, line 15 . . . . .	<b>16</b>	%

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for <b>2019</b> (line 10c, column (f), divided by line 13, column (f)) . . . . .	<b>17</b>	%
<b>18</b> Investment income percentage from <b>2018</b> Schedule A, Part III, line 17 . . . . .	<b>18</b>	%

**19a 33 1/3% support tests—2019.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**b 33 1/3% support tests—2018.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and **stop here**. The organization qualifies as a publicly supported organization . . . . .

**20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV Supporting Organizations**

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? <i>If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.</i>		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? <i>If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).</i>		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? <i>If "Yes," answer (b) and (c) below.</i>		
3b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? <i>If "Yes," describe in Part VI when and how the organization made the determination.</i>		
3c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? <i>If "Yes," explain in Part VI what controls the organization put in place to ensure such use.</i>		
4a	Was any supported organization not organized in the United States ("foreign supported organization")? <i>If "Yes," and if you checked 12a or 12b in Part I, answer (b) and (c) below.</i>		
4b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? <i>If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.</i>		
4c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? <i>If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.</i>		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? <i>If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).</i>		
5b	<b>Type I or Type II only.</b> Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
5c	<b>Substitutions only.</b> Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? <i>If "Yes," provide detail in Part VI.</i>		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? <i>If "Yes," complete Part I of Schedule L (Form 990 or 990-EZ).</i>		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? <i>If "Yes," provide detail in Part VI.</i>		
9b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? <i>If "Yes," provide detail in Part VI.</i>		
9c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? <i>If "Yes," provide detail in Part VI.</i>		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? <i>If "Yes," answer 10b below.</i>		
10b	Did the organization have any excess business holdings in the tax year? <i>(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)</i>		

**Part IV Supporting Organizations** *(continued)*

		Yes	No
<b>11</b>	Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b>	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b>	A family member of a person described in (a) above?		
<b>c</b>	A 35% controlled entity of a person described in (a) or (b) above? <i>If "Yes" to a, b, or c, provide detail in Part VI.</i>		

**Section B. Type I Supporting Organizations**

		Yes	No
<b>1</b>	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? <i>If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.</i>		
<b>2</b>	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? <i>If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.</i>		

**Section C. Type II Supporting Organizations**

		Yes	No
<b>1</b>	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? <i>If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).</i>		

**Section D. All Type III Supporting Organizations**

		Yes	No
<b>1</b>	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b>	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? <i>If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).</i>		
<b>3</b>	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? <i>If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.</i>		

**Section E. Type III Functionally Integrated Supporting Organizations**

<b>1</b>	<i>Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions).</i>		
<b>a</b>	<input type="checkbox"/> The organization satisfied the Activities Test. <i>Complete line 2 below.</i>		
<b>b</b>	<input type="checkbox"/> The organization is the parent of each of its supported organizations. <i>Complete line 3 below.</i>		
<b>c</b>	<input type="checkbox"/> The organization supported a governmental entity. <i>Describe in Part VI how you supported a government entity (see instructions).</i>		
<b>2</b>	Activities Test. <b>Answer (a) and (b) below.</b>	Yes	No
<b>a</b>	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? <i>If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.</i>		
<b>b</b>	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? <i>If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.</i>		
<b>3</b>	Parent of Supported Organizations. <b>Answer (a) and (b) below.</b>		
<b>a</b>	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? <i>Provide details in Part VI.</i>		
<b>b</b>	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? <i>If "Yes," describe in Part VI the role played by the organization in this regard.</i>		



**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

- 1**  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

<b>Section A—Adjusted Net Income</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Net short-term capital gain	<b>1</b>		
<b>2</b> Recoveries of prior-year distributions	<b>2</b>		
<b>3</b> Other gross income (see instructions)	<b>3</b>		
<b>4</b> Add lines 1 through 3.	<b>4</b>		
<b>5</b> Depreciation and depletion	<b>5</b>		
<b>6</b> Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	<b>6</b>		
<b>7</b> Other expenses (see instructions)	<b>7</b>		
<b>8 Adjusted Net Income</b> (subtract lines 5, 6, and 7 from line 4)	<b>8</b>		
<b>Section B—Minimum Asset Amount</b>		(A) Prior Year	(B) Current Year (optional)
<b>1</b> Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
<b>a</b> Average monthly value of securities	<b>1a</b>		
<b>b</b> Average monthly cash balances	<b>1b</b>		
<b>c</b> Fair market value of other non-exempt-use assets	<b>1c</b>		
<b>d Total</b> (add lines 1a, 1b, and 1c)	<b>1d</b>		
<b>e Discount</b> claimed for blockage or other factors (explain in detail in <b>Part VI</b> ):			
<b>2</b> Acquisition indebtedness applicable to non-exempt-use assets	<b>2</b>		
<b>3</b> Subtract line 2 from line 1d.	<b>3</b>		
<b>4</b> Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	<b>4</b>		
<b>5</b> Net value of non-exempt-use assets (subtract line 4 from line 3)	<b>5</b>		
<b>6</b> Multiply line 5 by .035.	<b>6</b>		
<b>7</b> Recoveries of prior-year distributions	<b>7</b>		
<b>8 Minimum Asset Amount</b> (add line 7 to line 6)	<b>8</b>		
<b>Section C—Distributable Amount</b>			Current Year
<b>1</b> Adjusted net income for prior year (from Section A, line 8, Column A)	<b>1</b>		
<b>2</b> Enter 85% of line 1.	<b>2</b>		
<b>3</b> Minimum asset amount for prior year (from Section B, line 8, Column A)	<b>3</b>		
<b>4</b> Enter greater of line 2 or line 3.	<b>4</b>		
<b>5</b> Income tax imposed in prior year	<b>5</b>		
<b>6 Distributable Amount.</b> Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	<b>6</b>		
<b>7</b> <input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).			

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations** (continued)

<b>Section D—Distributions</b>	<b>Current Year</b>
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in <b>Part VI</b> ). See instructions.	
7 <b>Total annual distributions.</b> Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in <b>Part VI</b> ). See instructions.	
9 Distributable amount for 2019 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

<b>Section E—Distribution Allocations</b> (see instructions)	<b>(i) Excess Distributions</b>	<b>(ii) Underdistributions Pre-2019</b>	<b>(iii) Distributable Amount for 2019</b>
1 Distributable amount for 2019 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2019 (reasonable cause required—explain in <b>Part VI</b> ). See instructions.			
3 Excess distributions carryover, if any, to 2019			
a From 2014 . . . . .			
b From 2015 . . . . .			
c From 2016 . . . . .			
d From 2017 . . . . .			
e From 2018 . . . . .			
f <b>Total</b> of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2019 distributable amount			
i Carryover from 2014 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2019 from Section D, line 7:                     \$			
a Applied to underdistributions of prior years			
b Applied to 2019 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2019, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
6 Remaining underdistributions for 2019. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in <b>Part VI</b> . See instructions.			
7 <b>Excess distributions carryover to 2020.</b> Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2015 . . . . .			
b Excess from 2016 . . . . .			
c Excess from 2017 . . . . .			
d Excess from 2018 . . . . .			
e Excess from 2019 . . . . .			



SCHEDULE D (Form 990)

Department of the Treasury Internal Revenue Service

Supplemental Financial Statements

Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b. Attach to Form 990.

Go to www.irs.gov/Form990 for instructions and the latest information.

OMB No. 1545-0047

2019

Open to Public Inspection

Name of the organization: Pelican Harbor Seabird Station, Inc. Employer identification number: 59-2137331

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

Table with 3 columns: Question number, (a) Donor advised funds, (b) Funds and other accounts. Includes questions 1-6 regarding donor advised funds.

Part II Conservation Easements.

Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

Form for Part II Conservation Easements, including questions 1-9 and a table for 'Held at the End of the Tax Year'.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

Form for Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets, including questions 1a-2.

**Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

- 3** Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):
- a**  Public exhibition
  - b**  Scholarly research
  - c**  Preservation for future generations
  - d**  Loan or exchange program
  - e**  Other .....
- 4** Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.
- 5** During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection?  **Yes**  **No**

**Part IV Escrow and Custodial Arrangements.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

- 1a** Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X?  **Yes**  **No**
- b** If "Yes," explain the arrangement in Part XIII and complete the following table:
- |   | Amount |
|---|--------|
| <b>1c</b> Beginning balance             |        |
| <b>1d</b> Additions during the year     |        |
| <b>1e</b> Distributions during the year |        |
| <b>1f</b> Ending balance                |        |
- 2a** Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability?  **Yes**  **No**
- b** If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII

**Part V Endowment Funds.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
<b>1a</b> Beginning of year balance					
<b>b</b> Contributions					
<b>c</b> Net investment earnings, gains, and losses					
<b>d</b> Grants or scholarships					
<b>e</b> Other expenditures for facilities and programs					
<b>f</b> Administrative expenses					
<b>g</b> End of year balance					

**2** Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

- a** Board designated or quasi-endowment ▶ ..... %
- b** Permanent endowment ▶ ..... %
- c** Term endowment ▶ ..... %

The percentages on lines 2a, 2b, and 2c should equal 100%.

**3a** Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

- (i)** Unrelated organizations
- (ii)** Related organizations

	Yes	No
<b>3a(i)</b>		
<b>3a(ii)</b>		
<b>3b</b>		

**b** If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?

**4** Describe in Part XIII the intended uses of the organization's endowment funds.

**Part VI Land, Buildings, and Equipment.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
<b>1a</b> Land				
<b>b</b> Buildings	61,685.			61,685.
<b>c</b> Leasehold improvements				
<b>d</b> Equipment	223,449.		192,341.	31,108.
<b>e</b> Other				
<b>Total.</b> Add lines 1a through 1e. (Column (d) must equal Form 990, Part X, column (B), line 10c.)				92,793.

**Part VII Investments—Other Securities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives . . . . .		
(2) Closely held equity interests . . . . .		
(3) Other _____		
(A) _____		
(B) _____		
(C) _____		
(D) _____		
(E) _____		
(F) _____		
(G) _____		
(H) _____		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 12.) . ▶		

**Part VIII Investments—Program Related.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 13.) . ▶		

**Part IX Other Assets.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 15.) . . . . . ▶	

**Part X Other Liabilities.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
<b>Total.</b> (Column (b) must equal Form 990, Part X, col. (B) line 25.) . . . . . ▶	

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII .

**Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total revenue, gains, and other support per audited financial statements . . . . .		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part VIII, line 12:		
<b>a</b>	Net unrealized gains (losses) on investments . . . . .	<b>2a</b>	
<b>b</b>	Donated services and use of facilities . . . . .	<b>2b</b>	
<b>c</b>	Recoveries of prior year grants . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part VIII, line 12, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .		<b>4c</b>
<b>5</b>	Total revenue. Add lines <b>3</b> and <b>4c</b> . <i>(This must equal Form 990, Part I, line 12.)</i> . . . . .		<b>5</b>

**Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.**

Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

<b>1</b>	Total expenses and losses per audited financial statements . . . . .		<b>1</b>
<b>2</b>	Amounts included on line 1 but not on Form 990, Part IX, line 25:		
<b>a</b>	Donated services and use of facilities . . . . .	<b>2a</b>	
<b>b</b>	Prior year adjustments . . . . .	<b>2b</b>	
<b>c</b>	Other losses . . . . .	<b>2c</b>	
<b>d</b>	Other (Describe in Part XIII.) . . . . .	<b>2d</b>	
<b>e</b>	Add lines <b>2a</b> through <b>2d</b> . . . . .		<b>2e</b>
<b>3</b>	Subtract line <b>2e</b> from line <b>1</b> . . . . .		<b>3</b>
<b>4</b>	Amounts included on Form 990, Part IX, line 25, but not on line 1:		
<b>a</b>	Investment expenses not included on Form 990, Part VIII, line 7b . . . . .	<b>4a</b>	
<b>b</b>	Other (Describe in Part XIII.) . . . . .	<b>4b</b>	
<b>c</b>	Add lines <b>4a</b> and <b>4b</b> . . . . .		<b>4c</b>
<b>5</b>	Total expenses. Add lines <b>3</b> and <b>4c</b> . <i>(This must equal Form 990, Part I, line 18.)</i> . . . . .		<b>5</b>

**Part XIII Supplemental Information.**

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

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**SCHEDULE G  
(Form 990 or 990-EZ)**

**Supplemental Information Regarding Fundraising or Gaming Activities**

OMB No. 1545-0047

Complete if the organization answered "Yes" on Form 990, Part IV, line 17, 18, or 19, or if the organization entered more than \$15,000 on Form 990-EZ, line 6a.

▶ Attach to Form 990 or Form 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

**2019**

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

Name of the organization

Pelican Harbor Seabird Station, Inc.

Employer identification number

59-2137331

**Part I Fundraising Activities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 17. Form 990-EZ filers are not required to complete this part.

- 1** Indicate whether the organization raised funds through any of the following activities. Check all that apply.
- a**  Mail solicitations
  - b**  Internet and email solicitations
  - c**  Phone solicitations
  - d**  In-person solicitations
  - e**  Solicitation of non-government grants
  - f**  Solicitation of government grants
  - g**  Special fundraising events
- 2a** Did the organization have a written or oral agreement with any individual (including officers, directors, trustees, or key employees listed in Form 990, Part VII) or entity in connection with professional fundraising services?  **Yes**  **No**
- b** If "Yes," list the 10 highest paid individuals or entities (fundraisers) pursuant to agreements under which the fundraiser is to be compensated at least \$5,000 by the organization.

(i) Name and address of individual or entity (fundraiser)	(ii) Activity	(iii) Did fundraiser have custody or control of contributions?		(iv) Gross receipts from activity	(v) Amount paid to (or retained by) fundraiser listed in col. (i)	(vi) Amount paid to (or retained by) organization
		Yes	No			
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
<b>Total</b>						

- 3** List all states in which the organization is registered or licensed to solicit contributions or has been notified it is exempt from registration or licensing.

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**Part II Fundraising Events.** Complete if the organization answered "Yes" on Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1 Pelican Party Annual Gala (event type)	(b) Event #2 _____ (event type)	(c) Other events NONE (total number)	(d) Total events (add col. (a) through col. (c))
Revenue	<b>1</b> Gross receipts . . . . .	99,954.			99,954.
	<b>2</b> Less: Contributions . . . . .				
	<b>3</b> Gross income (line 1 minus line 2) . . . . .	99,954.			99,954.
Direct Expenses	<b>4</b> Cash prizes . . . . .				
	<b>5</b> Noncash prizes . . . . .				
	<b>6</b> Rent/facility costs . . . . .	52,337.			52,337.
	<b>7</b> Food and beverages . . . . .				
	<b>8</b> Entertainment . . . . .				
	<b>9</b> Other direct expenses . . . . .				
	<b>10</b> Direct expense summary. Add lines 4 through 9 in column (d) . . . . . ▶				52,337.
<b>11</b> Net income summary. Subtract line 10 from line 3, column (d) . . . . . ▶				47,617.	

**Part III Gaming.** Complete if the organization answered "Yes" on Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col. (a) through col. (c))
Revenue	<b>1</b> Gross revenue . . . . .				
Direct Expenses	<b>2</b> Cash prizes . . . . .				
	<b>3</b> Noncash prizes . . . . .				
	<b>4</b> Rent/facility costs . . . . .				
	<b>5</b> Other direct expenses . . . . .				
	<b>6</b> Volunteer labor . . . . .	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
	<b>7</b> Direct expense summary. Add lines 2 through 5 in column (d) . . . . . ▶				
	<b>8</b> Net gaming income summary. Subtract line 7 from line 1, column (d) . . . . . ▶				

**9** Enter the state(s) in which the organization conducts gaming activities: \_\_\_\_\_

**a** Is the organization licensed to conduct gaming activities in each of these states? . . . . .  Yes  No

**b** If "No," explain: \_\_\_\_\_

\_\_\_\_\_

**10a** Were any of the organization's gaming licenses revoked, suspended, or terminated during the tax year? . . . . .  Yes  No

**b** If "Yes," explain: \_\_\_\_\_

\_\_\_\_\_

- 11** Does the organization conduct gaming activities with nonmembers?  **Yes**  **No**
- 12** Is the organization a grantor, beneficiary or trustee of a trust, or a member of a partnership or other entity formed to administer charitable gaming?  **Yes**  **No**
- 13** Indicate the percentage of gaming activity conducted in:
 

<b>a</b> The organization’s facility	<b>13a</b>	%
<b>b</b> An outside facility	<b>13b</b>	%
- 14** Enter the name and address of the person who prepares the organization’s gaming/special events books and records:

Name ▶ \_\_\_\_\_  
 Address ▶ \_\_\_\_\_

- 15a** Does the organization have a contract with a third party from whom the organization receives gaming revenue?  **Yes**  **No**
- b** If “Yes,” enter the amount of gaming revenue received by the organization ▶ \$ \_\_\_\_\_ and the amount of gaming revenue retained by the third party ▶ \$ \_\_\_\_\_
- c** If “Yes,” enter name and address of the third party:

Name ▶ \_\_\_\_\_  
 Address ▶ \_\_\_\_\_

- 16** Gaming manager information:  
 Name ▶ \_\_\_\_\_  
 Gaming manager compensation ▶ \$ \_\_\_\_\_  
 Description of services provided ▶ \_\_\_\_\_  
 Director/officer       Employee       Independent contractor

- 17** Mandatory distributions:
  - a** Is the organization required under state law to make charitable distributions from the gaming proceeds to retain the state gaming license?  **Yes**  **No**
  - b** Enter the amount of distributions required under state law to be distributed to other exempt organizations or spent in the organization’s own exempt activities during the tax year ▶ \$ \_\_\_\_\_

**Part IV** **Supplemental Information.** Provide the explanations required by Part I, line 2b, columns (iii) and (v); and Part III, lines 9, 9b, 10b, 15b, 15c, 16, and 17b, as applicable. Also provide any additional information. See instructions.

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**SCHEDULE M  
(Form 990)**

**Noncash Contributions**

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Department of the Treasury  
Internal Revenue Service

- ▶ **Complete if the organizations answered "Yes" on Form 990, Part IV, lines 29 or 30.**
- ▶ **Attach to Form 990.**
- ▶ **Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.**

Name of the organization

Employer identification number

Pelican Harbor Seabird Station, Inc.

59-2137331

**Part I Types of Property**

	(a) Check if applicable	(b) Number of contributions or items contributed	(c) Noncash contribution amounts reported on Form 990, Part VIII, line 1g	(d) Method of determining noncash contribution amounts
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				

29 Number of Forms 8283 received by the organization during the tax year for contributions for which the organization completed Form 8283, Part IV, Donee Acknowledgement . . . . .

29

	Yes	No
30a During the year, did the organization receive by contribution any property reported in Part I, lines 1 through 28, that it must hold for at least three years from the date of the initial contribution, and which isn't required to be used for exempt purposes for the entire holding period? . . . . .		X
b If "Yes," describe the arrangement in Part II.		
31 Does the organization have a gift acceptance policy that requires the review of any nonstandard contributions? . . . . .		X
32a Does the organization hire or use third parties or related organizations to solicit, process, or sell noncash contributions? . . . . .		X
b If "Yes," describe in Part II.		
33 If the organization didn't report an amount in column (c) for a type of property for which column (a) is checked, describe in Part II.		

**Part II** **Supplemental Information.** Provide the information required by Part I, lines 30b, 32b, and 33, and whether the organization is reporting in Part I, column (b), the number of contributions, the number of items received, or a combination of both. Also complete this part for any additional information.

Area containing horizontal dashed lines for supplemental information.

**SCHEDULE O  
(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for the latest information.

OMB No. 1545-0047

**2019**

**Open to Public  
Inspection**

Name of the organization

Pelican Harbor Seabird Station, Inc.

Employer identification number

59-2137331

Pt VI, Line 15a: The board meets once a year and reviews the salaries of the officer and all support personnel. Upon the completion of their annual review, salary adjustments are made necessary based on outside information/salary indicators.

Pt VI, Line 11b: Return is reviewed by the finance committee before filing

Pt VI, Line 1a: The governing body delegated broad authority to the executive committee

Pt VI, Line 19: Governing documents are made available for review at our office located at 1279 NE 79th Street Causeway, Miami, FL 33138

Pt VI, Line 15b: The board meets once a year and reviews the salaries of the officer and all support personnel. Upon the completion of their annual review, salary adjustments are made necessary based on outside information/salary indicators.

Pt VI, Line 12c: The conflict of interest policy is reviewed by the board on an annual basis. The board reviews their interest, discloses any conflicts, and signs off.

**SCHEDULE R  
(Form 990)**

**Related Organizations and Unrelated Partnerships**

Department of the Treasury  
Internal Revenue Service

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 33, 34, 35b, 36, or 37.  
▶ Attach to Form 990.  
▶ Go to [www.irs.gov/Form990](http://www.irs.gov/Form990) for instructions and the latest information.

OMB No. 1545-0047  
**2019**  
**Open to Public Inspection**

Name of the organization  
Pelican Harbor Seabird Station, Inc.

Employer identification number  
59-2137331

**Part I Identification of Disregarded Entities.** Complete if the organization answered "Yes" on Form 990, Part IV, line 33.

	(a) Name, address, and EIN (if applicable) of disregarded entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Total income	(e) End-of-year assets	(f) Direct controlling entity?	
						Yes	No
(1)							
(2)							
(3)							
(4)							
(5)							
(6)							

**Part II Identification of Related Tax-Exempt Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related tax-exempt organizations during the tax year.

	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Exempt Code section	(e) Public charity status (if section 501(c)(3))	(f) Direct controlling entity	(g) Section 512(b)(13) controlled entity?	
							Yes	No
(1)	Pelican Harbor Seabird Foundation, Inc 26-3047094 1279 NE 79th St Miami FL 33138		FL					
(2)								
(3)								
(4)								
(5)								
(6)								
(7)								

**Part III Identification of Related Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a partnership during the tax year.

	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership	
								Yes	No		Yes	No		
(1)														
(2)														
(3)														
(4)														
(5)														
(6)														
(7)														

**Part IV Identification of Related Organizations Taxable as a Corporation or Trust.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, because it had one or more related organizations treated as a corporation or trust during the tax year.

	(a) Name, address, and EIN of related organization	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Direct controlling entity	(e) Type of entity (C corp, S corp, or trust)	(f) Share of total income	(g) Share of end-of-year assets	(h) Percentage ownership	(i) Section 512(b)(13) controlled entity?	
									Yes	No
(1)										
(2)										
(3)										
(4)										
(5)										
(6)										
(7)										



**Part V Transactions With Related Organizations.** Complete if the organization answered "Yes" on Form 990, Part IV, line 34, 35b, or 36.

**Note:** Complete line 1 if any entity is listed in Parts II, III, or IV of this schedule.

		Yes	No
<b>1</b>	During the tax year, did the organization engage in any of the following transactions with one or more related organizations listed in Parts II-IV?		
<b>a</b>	Receipt of (i) interest, (ii) annuities, (iii) royalties, or (iv) rent from a controlled entity	<b>1a</b>	X
<b>b</b>	Gift, grant, or capital contribution to related organization(s)	<b>1b</b>	X
<b>c</b>	Gift, grant, or capital contribution from related organization(s)	<b>1c</b>	X
<b>d</b>	Loans or loan guarantees to or for related organization(s)	<b>1d</b>	X
<b>e</b>	Loans or loan guarantees by related organization(s)	<b>1e</b>	X
<b>f</b>	Dividends from related organization(s)	<b>1f</b>	X
<b>g</b>	Sale of assets to related organization(s)	<b>1g</b>	X
<b>h</b>	Purchase of assets from related organization(s)	<b>1h</b>	X
<b>i</b>	Exchange of assets with related organization(s)	<b>1i</b>	X
<b>j</b>	Lease of facilities, equipment, or other assets to related organization(s)	<b>1j</b>	X
<b>k</b>	Lease of facilities, equipment, or other assets from related organization(s)	<b>1k</b>	X
<b>l</b>	Performance of services or membership or fundraising solicitations for related organization(s)	<b>1l</b>	X
<b>m</b>	Performance of services or membership or fundraising solicitations by related organization(s)	<b>1m</b>	X
<b>n</b>	Sharing of facilities, equipment, mailing lists, or other assets with related organization(s)	<b>1n</b>	X
<b>o</b>	Sharing of paid employees with related organization(s)	<b>1o</b>	X
<b>p</b>	Reimbursement paid to related organization(s) for expenses	<b>1p</b>	X
<b>q</b>	Reimbursement paid by related organization(s) for expenses	<b>1q</b>	X
<b>r</b>	Other transfer of cash or property to related organization(s)	<b>1r</b>	X
<b>s</b>	Other transfer of cash or property from related organization(s)	<b>1s</b>	X

**2** If the answer to any of the above is "Yes," see the instructions for information on who must complete this line, including covered relationships and transaction thresholds.

	(a) Name of related organization	(b) Transaction type (a-s)	(c) Amount involved	(d) Method of determining amount involved
<b>(1)</b>	Pelican Harbor Seabird Foundation, Inc	r		
<b>(2)</b>				
<b>(3)</b>				
<b>(4)</b>				
<b>(5)</b>				
<b>(6)</b>				

**Part VI Unrelated Organizations Taxable as a Partnership.** Complete if the organization answered "Yes" on Form 990, Part IV, line 37.

Provide the following information for each entity taxed as a partnership through which the organization conducted more than five percent of its activities (measured by total assets or gross revenue) that was not a related organization. See instructions regarding exclusion for certain investment partnerships.

	(a) Name, address, and EIN of entity	(b) Primary activity	(c) Legal domicile (state or foreign country)	(d) Predominant income (related, unrelated, excluded from tax under sections 512-514)	(e) Are all partners section 501(c)(3) organizations?		(f) Share of total income	(g) Share of end-of-year assets	(h) Disproportionate allocations?		(i) Code V-UBI amount in box 20 of Schedule K-1 (Form 1065)	(j) General or managing partner?		(k) Percentage ownership
					Yes	No			Yes	No		Yes	No	
(1)														
(2)														
(3)														
(4)														
(5)														
(6)														
(7)														
(8)														
(9)														
(10)														
(11)														
(12)														
(13)														
(14)														
(15)														
(16)														

**Part VII Supplemental Information**

Provide additional information for responses to questions on Schedule R. See instructions.

Area with horizontal dashed lines for providing supplemental information.

# IRS e-file Signature Authorization for an Exempt Organization

For calendar year 2019, or fiscal year beginning \_\_\_\_\_, 2019, and ending \_\_\_\_\_, 20\_\_\_\_\_

Department of the Treasury  
Internal Revenue Service

**▶ Do not send to the IRS. Keep for your records.**  
**▶ Go to [www.irs.gov/Form8879EO](http://www.irs.gov/Form8879EO) for the latest information.**

# 2019

Name of exempt organization <u>Pelican Harbor Seabird Station, Inc.</u>	Employer identification number <u>59-2137331</u>
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Name and title of officer  
Darren Steinbook, Treasurer

## Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a**, **2a**, **3a**, **4a**, or **5a**, below, and the amount on that line for the return being filed with this form was blank, then leave line **1b**, **2b**, **3b**, **4b**, or **5b**, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

<b>1a</b> Form 990 check here ▶ <input checked="" type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990, Part VIII, column (A), line 12) . . . . .	<b>1b</b>	<u>1,435,229.</u>
<b>2a</b> Form 990-EZ check here ▶ <input type="checkbox"/>	<b>b Total revenue</b> , if any (Form 990-EZ, line 9) . . . . .	<b>2b</b>	
<b>3a</b> Form 1120-POL check here ▶ <input type="checkbox"/>	<b>b Total tax</b> (Form 1120-POL, line 22) . . . . .	<b>3b</b>	
<b>4a</b> Form 990-PF check here ▶ <input type="checkbox"/>	<b>b Tax based on investment income</b> (Form 990-PF, Part VI, line 5) . . . . .	<b>4b</b>	
<b>5a</b> Form 8868 check here ▶ <input type="checkbox"/>	<b>b Balance Due</b> (Form 8868, line 3c) . . . . .	<b>5b</b>	

## Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2019 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

### Officer's PIN: check one box only

I authorize MMR CPA to enter my PIN 

3	7	3	3	1
---	---	---	---	---

 as my signature

ERO firm name

Enter five numbers, but do not enter all zeros

on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2019 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature ▶ \_\_\_\_\_ Date ▶ 05/05/2020

## Part III Certification and Authentication

**ERO's EFIN/PIN.** Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

6	5	2	9	7	8	0	8	4	2	4
---	---	---	---	---	---	---	---	---	---	---

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2019 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ERO's signature ▶ \_\_\_\_\_ Date ▶ 05/13/2020

**ERO Must Retain This Form — See Instructions**  
**Do Not Submit This Form to the IRS Unless Requested To Do So**

**990-EZ, 990, 990-T and 990-PF  
Information Worksheet**

**2019**

**Part I – Identifying Information**

Employer Identification Number . 59-2137331

Name . . . . . Pelican Harbor Seabird Station, Inc.

Doing Business As . . . . . \_\_\_\_\_

Address . . . . . 1279 NE 79th Street Causeway Room/Suite . \_\_\_\_\_

City . . . . . Miami State . . . FL ZIP Code . . . 33138

Province/State . . . . . \_\_\_\_\_ Foreign Postal Code . . \_\_\_\_\_

Foreign Code . . . . . \_\_\_\_\_ Foreign Country \_\_\_\_\_

Telephone Number . . . . . (305) 751-9840 Extension . . . . . \_\_\_\_\_

Fax . . . . . \_\_\_\_\_ E-Mail Address . . christopher@pelicanharbor.org

**Eligible for hurricane tax relief legislation benefits, check here**

**Part II – Type of Return**

- |  |   |
|--|---|
| <input type="checkbox"/> Form 990-EZ <b>only</b>         | <input type="checkbox"/> Form 990-EZ <b>with</b> Form 990-T   |
| <input checked="" type="checkbox"/> Form 990 <b>only</b> | <input type="checkbox"/> Form 990 <b>with</b> Form 990-T  |
| <input type="checkbox"/> Form 990-PF <b>only</b>         | <input type="checkbox"/> Form 990-PF <b>with</b> Form 990-T   |
| <input type="checkbox"/> Form 990-T <b>only</b>          | <input type="checkbox"/> Form 990-N (gross receipts \$50,000 or less) <b>for Electronic Filing only</b> |

**QuickBooks Import Users & 990 to 990-EZ Data Transfer Option:** Check if you're filing the EZ & want 990 imported data copied to the EZ **OR** for those not importing from QuickBooks who transferred from prior year 990 and now qualify to file the EZ this year, check this box to transfer 990 data to the EZ.

**IMPORTANT**

Before transferring data from Form 990 to Form 990-EZ , refer to "How to transfer data from filing Form 990 to 990-EZ" listed above in the Most Common Support Questions or Tax Help for this line.

**Part III – Type of Organization**

- |  |                              |   |
|--|------------------------------|---|
| <input checked="" type="checkbox"/> 501(c) Corporation/Association | <u>3</u> (subsection number) | <input type="checkbox"/> 220(e) Trust       |
| <input type="checkbox"/> 501(c) Trust                              | _____ (subsection number)    | <input type="checkbox"/> 408A Trust         |
| <input type="checkbox"/> 4947(a)(1) Trust                          |                              | <input type="checkbox"/> 529(a) Corporation |
| <input type="checkbox"/> 408(e) Trust                              |                              | <input type="checkbox"/> 529(a) Trust       |
| <input type="checkbox"/> 401(a) Trust                              |                              | <input type="checkbox"/> 530(a) Trust       |
| <input type="checkbox"/> Other _____ (describe)                    | Corporation/Association      | <input type="checkbox"/> 527 Organization   |
|  | Or Trust . . . . .           | <input type="checkbox"/> 501(c) Association |

**Part IV – Tax Year and Filing Information**

- Calendar year
- Fiscal year — Ending month . . . \_\_\_\_\_
- Short year — Beginning date . . \_\_\_\_\_ Ending date . . . \_\_\_\_\_
- Check this box if the organization is enrolled in the Electronic Federal Tax Payment System (EFTPS)

Part V – 2019 Estimated Taxes Paid

Check this box if the organization is a private foundation

Form 990-T Form 990-PF

Amount of 2018 overpayment credited to 2019 estimated tax

Table with 6 columns: Payment Quarters, Due Date, Date Paid, Amount Paid (Form 990-T), Date Paid, Amount Paid (Form 990-PF). Rows include 1st-4th Quarter Payments and Additional Payments 1-4.

Part VI - Taxpayer Signature Information

Officer's Name: Darren Steinbook
Officer's Title: Treasurer

Part VII – Electronic Filing Information

IMPORTANT: Do not use the Miscellaneous Statement or Additional Information if filing Form 990 or Form 990-EZ. These statements will not be transmitted with the return.

QuickZoom to the Electronic Filing Information Worksheet

Electronic Filing:

- File the federal return electronically (checked)
File the state(s) electronically

\* Select the state or states to file electronically. (Multiple states can be entered)

Form for entering state(s) to file electronically.

File Form 114 Report of Foreign Bank and Financial Accounts (FBAR) electronically

Practitioner PIN program:

- Sign this return electronically using the Practitioner PIN (checked)
ERO entered PIN

Officer's PIN (enter any 5 numbers): 37331
Date PIN entered: 04/20/2020

Electronic Filing of Extensions:

Check this box to file Form 8868 (application for extension of time to file return) electronically

Electronic Filing of Amended Return:

- Check this box to file **amended return** electronically
  - Check this box to file the state and/or city amended return(s) electronically
- \* Select the state and/or city amended return(s) to file electronically.

State(s) *

File Amended Form 114 Report of Foreign Bank and Financial Accounts (FBAR) electronically

**Part VIII – Electronic Funds Withdrawal Information (Form 990PF filers only)**

- |                          |                          |  |
|--------------------------|--------------------------|--|
| <b>Yes</b>               | <b>No</b>                |  |
| <input type="checkbox"/> | <input type="checkbox"/> | Use <b>electronic funds withdrawal</b> of <b>federal balance due</b> (EF only)?        |
| <input type="checkbox"/> | <input type="checkbox"/> | Use <b>electronic funds withdrawal</b> of <b>Form 8868 balance due</b> (EF only)?      |
| <input type="checkbox"/> | <input type="checkbox"/> | Use <b>electronic funds withdrawal</b> of <b>amended return balance due</b> (EF only)? |

**Bank Information**

Check to confirm transferred account information (which appears in green) is correct . . . .

Name of Financial Institution (optional) . . . \_\_\_\_\_

Check the appropriate box . . . . .  Checking  Savings

Routing number . . . . . \_\_\_\_\_

Account number . . . . . \_\_\_\_\_

**Payment Information**

Enter the payment date to withdraw tax payment . . . . . \_\_\_\_\_

Balance due amount from this return . . . . . \_\_\_\_\_

Enter an amount to withdraw tax payment . . . . . \_\_\_\_\_

If partial payment is made, the remaining balance due . . . . . \_\_\_\_\_

Payment date for amended returns . . . . . \_\_\_\_\_

Balance due amount for amended returns . . . . . \_\_\_\_\_

**Part IX – Information for Client Letter**

	Form 990-EZ or Form 990	Form 990-PF	Form 990-T
Extended Due Date . . . . .	_____	_____	_____

Letter Salutation . . \_\_\_\_\_

**Part X – Return Preparer**

- Enter preparer code from Firm/Preparer Info (See Help) . . . mmr
- QuickZoom** to Firm/Preparer Info . . . . . ► \_\_\_\_\_
- 
- QuickZoom** to Form 990-EZ, Pages 1 through 4 . . . . . ► \_\_\_\_\_
- QuickZoom** to Form 990, Page 1 . . . . . ► \_\_\_\_\_
- QuickZoom** to Form 990-PF, Page 1 . . . . . ► \_\_\_\_\_
- QuickZoom** to Form 990-T, Page 1 . . . . . ► \_\_\_\_\_
- QuickZoom** to Form 990-N, e-PostCard . . . . . ► \_\_\_\_\_
- QuickZoom** to Client Status . . . . . ► \_\_\_\_\_

IRS e-file Authentication Statement

2019

Keep for your records

Name(s) Shown on Return

Pelican Harbor Seabird Station, Inc.

Employer ID No.

59-2137331

A - Practitioner PIN Authorization

QuickZoom to the Federal Information Worksheet to enter PIN information

Please indicate how the taxpayer(s) PIN(s) are entered into the program.

Officer entered PIN
ERO entered Officer's PIN

B - Signature of Electronic Return Originator

ERO Declaration:

I declare that the information contained in this electronic tax return is the information furnished to me by the Corporation. If the Exempt Organization furnished me a completed tax return, I declare that the information contained in this electronic tax return is identical to that contained in the return provided by the Exempt Organization. If the furnished return was signed by a paid preparer, I declare I have entered the paid preparer's identifying information in the appropriate portion of this electronic return. If I am the paid preparer, under the penalties of perjury, I declare that I have examined this electronic return, and to the best of my knowledge and belief, it is true, correct, and complete. This declaration is based on all information of which I have any knowledge.

I am signing this Tax Return by entering my PIN below.

ERO's PIN (EFIN followed by any 5 numbers) EFIN652978 Self-Select PIN 08424

C - Signature of Officer

Perjury Statement:

Under penalties of perjury, I declare that I am an officer of the above Exempt Organization and that I have examined a copy of the Exempt Organization's 2019 electronic income tax return and accompanying schedules and statements and to the best of my knowledge and belief, it is true, correct, and complete.

Consent to Disclosure:

I consent to allow my electronic return originator (ERO), transmitter, or intermediate service provider to send the Exempt Organization's return to the IRS and to receive from the IRS (a) an acknowledgment of receipt or reason for rejection of the transmission, (b) an indication of any refund offset, (c) the reason for any delay in processing the return or refund, and (d) the date of any refund.

Electronic Funds Withdrawal Consent (if applicable):

I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the Exempt Organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institution involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment.

I am signing this Tax Return and Electronic Funds Withdrawal Consent, if applicable, by entering my self-selected PIN below.

Officer's PIN 37331
Date 04/20/2020



Electronic Filing Information Worksheet

Keep for your records

2019

Name(s) shown on return
Pelican Harbor Seabird Station, Inc.
Identifying number
59-2137331

Part I - State Electronic Filing:

Check this box to force state only filing for all states selected to be filed electronically

Part II - Electronic Return Originator Information

The ERO Information below will automatically calculate based on the preparer code entered on the return.

For returns that are prepared as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP)
enter the EFIN for the ERO that is responsible for this return . . . . . 652978

For returns that are marked as a "Non-Paid Preparer" (XNP) or "Self-Prepared" (XSP)
enter a PIN for the ERO that is responsible for filing return . . . . .

ERO Name MMR CPA ERO Electronic Filers Identification Number (EFIN) 652978
ERO Address 4000 Hollywood Blvd, Suite 555S ERO Employer Identification Number 45-3219117
City Hollywood State FL ZIP Code 33021 ERO Social Security Number or PTIN P01700480
Country

Part III - Paid Preparer Information

Firm Name MMR CPA Preparer Social Security Number or PTIN
Preparer Name Marie Rosier Employer Identification Number 45-3219117
Address 2028 Harrison Street Suite 106 Phone Number (954) 448-7721 Fax Number (866) 571-7397
City Hollywood State FL ZIP Code 33020
Country Preparer E-mail Address marie.rosier@mmrtax.com

Part IV - Selection of Additional Amended Returns

Enter the payment date to withdraw tax payment . . . . .
Amount you are paying with the amended return . . . . .

- Check this box to file another federal amended return electronically
File another Amended Form 114 Report of Foreign Bank and Financial Accounts (FBAR) electronically
Check this box to file another state and/or city amended return electronically
\* Select the state and/or city amended return(s) to file electronically.

Table with columns for State/City and checkboxes. Row 1: California State Exempt

Part V - Name Control

Preparer Electronic Filing Instructions  
Exempt Org

<b>Pelican Harbor Seabird Station, Inc.</b> <b>1279 NE 79th Street Causeway</b> <b>Miami, FL 33138</b> <b>Accepted Date . . . . .</b>	<b>59-2137331</b> <b>Client Phone</b> <b>(305)751-9840</b>
--	--

**This return is NOT FINISHED until you complete the following instructions**

**Prior to transmission of the return**

**Form 990**  
The taxpayer should review Form 990 along with any accompanying schedules and statements.

**Form 8879-EO**  
The taxpayer should review, sign and date Form 8879-EO and return to you prior to transmitting the tax return.

**No balance due nor a refund due**

**After transmission of the return**

**This return has not been transmitted**

## Smart Worksheets from your 2019 Federal Exempt Tax Return

SMART WORKSHEET FOR: Exempt Organization Information Wks

<p style="text-align: center;"><b>2017 Tax Cuts &amp; Jobs Act</b> <b>Apply 15-year recovery period to qualified improvement property</b> <b>(asset types J2, J3, J4 and J5)</b> <b>placed in service after December 31, 2017?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p><b>IMPORTANT NOTE: The Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law on March 27, 2020 has retroactively made qualified improvement property 15-year property.</b> Refer to Tax Help</p>
---

**Additional information from your 2019 Federal Exempt Tax Return****Form 990: Return of Organization Exempt from Income Tax****Line 11, column (B)****Itemization Statement**

Description	Amount
Investments -UBS Treasury Bonds	1,371,716.
Investments -Prudential Account	39,259.
<b>Total</b>	<b>1,410,975.</b>

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A DONATION TO THE PELICAN HARBOR SEABIRD STATION IN SUPPORT AND SPONSORSHIP OF THEIR PROGRAMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Pelican Harbor Seabird Station, a non-profit organization (“Pelican Harbor”), seeks a donation from the Town of Surfside (“Town”) for annual fund-raising in support of its wildlife hospital and programs dedicated to the rescue, rehabilitation, and release of sick, injured or orphaned pelicans, seabirds and other native wildlife; and

**WHEREAS**, the Town Commission wishes to approve the donation in the amount of \$1,000.00 to Pelican Harbor and provide that the funds shall be used towards support and sponsorship of their programs, including Pelican Harbor’s attendance at the Town’s 2022 Earth Day Event and the release of a bird to the wild, if feasible; and

**WHEREAS**, the Town Commission finds that the donation and the use of the funds as indicated in this Resolution are in the best interest of the Town and its residents.

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

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

**Section 2.**     **Approval of the Donation.** The donation to Pelican Harbor in the amount of \$1,000 is approved, and providing that the funds shall be used towards support and sponsorship of their programs, including Pelican Harbor’s attendance at the Town’s 2022 Earth Day Event, and the release of a bird to the wild, if feasible.

**Section 3. Authority to Implement the Donation.** The Town Manager is hereby authorized to take all action necessary to implement the donation and the purposes of this Resolution.

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

**PASSED AND ADOPTED** on this 14<sup>th</sup> day of September, 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. 5A

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

**From:** Andrew Hyatt, Town Manager

**Date:** September 14, 2021

**Subject:** 88<sup>th</sup> Street Corridor Multiway Stop Warrant Study in the Town of Surfside

To mitigate the impacts of speeding within the Town of Surfside, the Town Commission approved for the installation of all-way stop controls along the 88<sup>th</sup> Street Corridor. Due to Miami Dade County's jurisdiction over Town roadways, an All-Way Stop Control Warrant Study was ordered by Miami Dade County Department of Transportation and Public Works for their review and approval.

The Town Administration has selected The CORRADINO GROUP, INC. (CORRADINO), out of the engineering pool of consultants, to produce an All-Way, Stop Control Warrant Study at the Intersections of 88<sup>th</sup> Street and Hawthorne Avenue, Avenue, 88<sup>th</sup> Street and Garland Avenue, 88<sup>th</sup> Street and Froude Avenue, 88<sup>th</sup> Street and Emerson Avenue, and 88<sup>th</sup> Avenue and Dickens Avenue in the Town.

**Exhibit A** – *“Task Work Order Proposal Surfside 88<sup>th</sup> Street Corridor Multiway Stop Warrant Study*, proposed by CORRADINO proposes to perform the STOP Warrant Study as follows:

- Perform a crash analysis for the most recent 5-year period
- All-Way Stop Control Warrant Study technical memorandum that summarizes the traffic data collection, network screening crash analysis, and the warrant analysis for the installation of an all-way stop-controlled intersection at the five intersections along the 88th Street corridor.
- Meeting Attendance (two meetings)

The Total cost for services is \$24,500.00. The Town Administration is seeking approval from the Town Commission to proceed with contracting CORRADINO to perform All-Way Stop Control Warrant Study for submittal to Miami Dade County Department of Transportation and Public Works for their review and approval. This service will be funded through the Transportation Fund from savings due to the Town Shuttle being shutdown part of the year.

Reviewed by: JDG

Prepared b: HG

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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PURCHASE ORDER TO THE CORRADINO GROUP, INC. TO PERFORM TRAFFIC ENGINEERING SERVICES FOR THE 88<sup>TH</sup> STREET CORRIDOR MULTIWAY STOP WARRANT STUDY PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; 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 The Corradino Group, Inc. ("Consultant") for professional engineering services, in accordance with the Continuing Services Agreement for such services executed by the parties on February 16, 2021 (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/Purchase Order ("Purchase Order"), authorizing the Consultant to perform traffic engineering services related to the preparation of the 88<sup>th</sup> Street Corridor Multiway Stop Warrant Study at five intersections along 88th Street in the Town, ("Services"), as required by Miami-Dade County Department of Transportation and Public Works; and

**WHEREAS**, the Consultant's Proposal/Scope of Services 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 \$24,500.00; and

**WHEREAS**, pursuant to the CSA, the Town Commission wishes to approve the Services and the Purchase Order to be issued in accordance with the Consultant's Proposal/Scope of Services 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 Services and Purchase Order.** The Services and the Purchase Order to be issued in accordance with the Consultant’s Proposal/Scope of Services attached hereto as Exhibit “A” are hereby approved.

**Section 3. Authorization; Expenditure of Funds** The Town Manager is hereby authorized pursuant to the CSA to issue a Purchase Order for the Services in accordance with the Consultant’s Proposal/Scope of Services attached hereto as Exhibit “A”, in an amount not to exceed \$24,500.00.

**Section 4. Implementation.** The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Services and the purposes of this Resolution.

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

PASSED AND ADOPTED this 14<sup>th</sup> day of September, 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

Sent via Email to [JGreene@townofsurfsidefl.gov](mailto:JGreene@townofsurfsidefl.gov)

July 12, 2021

Jason D. Greene, CGFO, CFE, CPFIM  
Assistant Town Manager/Finance Director  
Town of Surfside  
9293 Harding Avenue  
Surfside, FL. 33154

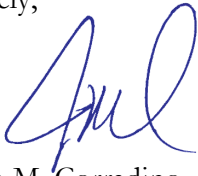
Dear Mr. Greene:

It is our understanding that the Town of Surfside has requested traffic engineering services related to the preparation of an All-Way Stop Control Warrant Study at the intersections of 88<sup>th</sup> Street and Hawthorne Avenue, 88<sup>th</sup> Street and Garland Avenue, 88<sup>th</sup> Street and Froude Avenue, 88<sup>th</sup> Street, and Emerson Avenue and 88<sup>th</sup> Avenue and Dickens Avenue in the Town of Surfside, FL.

Enclosed, please find our scope of services proposal to prepare the 88th Street Corridor All-Way Stop Control Warrant Study and submit it to Miami-Dade County DTPW for review and approval.

The Corradino Group appreciates this opportunity to submit this proposal to the Town of Surfside. We look forward to assisting you in providing the best traffic engineering services possible to the Town.

Sincerely,



Joseph M. Corradino, AICP  
President  
The Corradino Group, Inc.

## CONSULTING SERVICE AUTHORIZATION

### Statement of Work (SOW)

TOWN P.O. NO. \_\_\_\_\_

TOWN EXPENSE CODE \_\_\_\_\_

**TITLE: 88<sup>th</sup> Street Corridor All-Way Stop Control Warrant Study**

#### **I. PROJECT DESCRIPTION:**

The Consultant will provide traffic engineering services related to the preparation of an All-Way Stop Control Warrant Study at five intersections along 88<sup>th</sup> Street in the Town of Surfside, FL.

#### **II. SCOPE OF SERVICES:**

- All-Way Stop Control Warrant Study Methodology Memo- Corradino traffic engineers will prepare a methodology memo for preparation of an All-Way Stop Control Warrant Study. The memo will be submitted for review and approval by the Miami-Dade County Department of Transportation and Public Works (DTPW). This scope of services includes the initial memo submittal to Miami-Dade County. The methodology memo will include discussion of traffic data collection during a pandemic.
- Traffic Data Collection- Corradino traffic engineers will collect continuous bidirectional pneumatic tube counts at the approaches to the following intersections for a period of 72 hours:
  - 88<sup>th</sup> Street and Hawthorne Avenue (3 approaches)
  - 88<sup>th</sup> Street and Garland Avenue (3 approaches)
  - 88<sup>th</sup> Street and Froude Avenue (4 approaches)
  - 88<sup>th</sup> Street and Emerson Avenue (3 approaches)
  - 88<sup>th</sup> Street and Dickens Avenue (3 approaches)

The pneumatic tube counts will be collected on all relevant approaches of each intersection.

- Crash Analysis- Corradino traffic engineers will research the five-year crash history using Signal Four Analytics along the 88<sup>th</sup> Street road segment between Hawthorne Avenue and Dickens Avenue, including each intersection. Signal Four Analytics will be used to determine the number of crashes that have occurred on the approaches to the subject intersection. Corradino traffic engineers will determine if there is a predominant crash pattern from the researched crash data. Corradino traffic engineers will provide a crash summary and heat map from Signal Four Analytics which documents the locations of each of the identified crashes within the most recent 5-year period.

- All-Way Stop Control Warrant Study- Corradino traffic engineers will prepare a technical memorandum that summarizes the traffic data collection, network screening crash analysis, and the warrant analysis for the installation of an all-way stop-controlled intersection at the five intersections along the 88<sup>th</sup> Street corridor. The All-Way Stop Control Warrant analysis will evaluate the intersection through procedures from Chapter 2B of the latest version of the Manual on Uniform Traffic Control Devices (MUTCD).
- Meeting Attendance- This scope of services includes up to two meetings between Corradino, the Town of Surfside, and Miami-Dade County DTPW to discuss the All Way Stop Control analysis. This includes one pre-application meeting with Miami-Dade County DTPW to discuss the methodology for the All Way Stop Control Warrant Study, including the required traffic data collection. If additional meeting attendance is required, an additional service will be provided.
- Note: This scope of services does not include the preparation of design plans or permitting of the intersection improvements. These services can be provided as an additional services agreement as necessary at the request of the Town of Surfside.
- This scope of services does not include preparation of additional traffic analysis as requested by Miami-Dade County DTPW, including the traffic calming warrant analysis, speed study, or other justification memos related to traffic control at other intersections in the Town of Surfside. These services can be provided as an additional service as requested by the Town of Surfside.
- Note: This All-Way Stop Control Warrant Study will be prepared and submitted to Miami-Dade County DTPW within three months from the issuance of the Notice to Proceed.

### **III. BUDGET:**

The Corradino Group staff will provide to the Town of Surfside the basic services described in this scope of services for an initial lump sum budget of \$24,500.00.

**IV. ACCEPTANCE OF PROPOSAL**

**88<sup>th</sup> Street Corridor All-Way Stop Control Warrant Study**

Approved by:

**TOWN OF SURFSIDE**

Date: \_\_\_\_\_

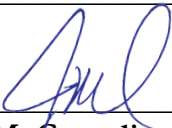
By: \_\_\_\_\_  
**Jason D. Greene, Interim Town Manager**

\_\_\_\_\_  
(Witness)


\_\_\_\_\_  
(Witness)

**THE CORRADINO GROUP, INC.**

Date: 07/12/2021

By:   
**Joseph M. Corradino, President**

  
(Witness)

  
(Witness)



# MEMORANDUM

ITEM NO. **5B**

**To:** Honorable Mayor, Vice-Mayor, and Members of the Town Commission  
**From:** Andrew Hyatt, Town Manager  
**Date:** September 14, 2021  
**Subject:** Commission Approval Design Development of 96<sup>th</sup> Street Park

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On February 12, 2021 the design firm Savino & Miller Design Studio entered into a contract with the Town of Surfside for the design of the 96<sup>th</sup> Street Park. On May 5, 2021, an additional service contract to include the design of a kayak launch on site was executed and on August 3, 2021, and additional service contract to LEED & SITES certify the project was executed.

To date, the design team has completed the Pre-design and Schematic Design phases, which included multiple public outreach events. They have begun the LEED & SITES design process and are nearing the end of the Design Development phase of the project.

Summary of key milestones to date:

- Kickoff Meeting (On-Site): February 3, 2021
- Public Outreach 1 (Virtual): March 3, 2021
- Public Outreach 1 (In Person Event): March 15, 2021
- Parks & Recreation Committee Meeting (Virtual): April 12, 2021
- Public Outreach 2 (Virtual Presentation): April 28, 2021
- Public Outreach 2 (In Person Event): May 2, 2021
- Parks & Recreation Committee Meeting (In-Person): May 25, 2021
- Special Town Commission Meeting (In-Person): June 2, 2021
- Parks & Recreation Committee Meeting (In-Person): August 23, 2021

After testing multiple iterations of the site plan and incorporating feedback from the Town staff, Parks & Recreation Committee, Commissioners and the Community, two design schemes were presented in the public outreach on April 28, 2021 and voted on by the

community with these major distinguishing features:

**Scheme 1:** One-story building along the waterfront in the Northwest corner of the site. Kayak launch at the Northwest corner of the site. Playground South of the building along the waterfront.

**Scheme 2:** Two-story building along the waterfront at the center of the site. Kayak launch at the Southwest corner of the site. Playground North of the building along the waterfront.

Based on feedback from the Town staff, Parks & Recreation Committee, Commissioners and the Community in the second public outreach process, the one-story scheme was revised to include more covered outdoor space and a third scheme was created for presentation to the Parks & Recreation Committee and Town Commission.

**Scheme 3:** Two-story building along the waterfront in the Northwest corner of the site. Kayak launch at the Northwest corner of the site with room for possible kayak storage behind the building at the launch site. Playground South of the building along the waterfront.

On May 25, 2021 the Parks and Recreation committee reviewed all three schemes and unanimously recommended that the Commission vote to move forward with the design of Scheme 3.

On June 2, 2021, the Town Commission unanimously voted to approve Schematic Design 3 and move forward with the Design Development phase of the project. Commission requested that the design team present to them again at the end of the approximately 90-day Design Development phase of the project for approval to move forward with Construction Documents.

At the June 2, 2021 meeting, the Town Commission also elected to require LEED certification of the 96<sup>th</sup> Street Park Project. Per the recommendation of the design team based on the nature of the project and with direction of the Town Building Official, SITES certification will also be pursued. An additional service proposal for LEED and SITES certification was approved on August 3, 2021 and the design team began working with a consultant to design the project to meet the required certification criteria.

On August 23, 2021, the design team presented Design Development progress to the Parks and Recreation Committee. Feedback received at that meeting will be incorporated into a final Design Development presentation for the Commission on September 14, 2021.

The Town Administration and Savino & Miller Design Studio are seeking approval of the Design Development plans to move forward with Construction Documents for 96<sup>th</sup> Street Park.



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

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FINAL DESIGN DEVELOPMENT PLANS FOR THE 96<sup>TH</sup> STREET PARK PROJECT PREPARED BY SAVINO & MILLER DESIGN STUDIO, P.A.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 31, 2020, the Town of Surfside (“Town”) issued Request for Qualifications No. 2020-02 (“RFQ”) requesting proposals from firms for design and architectural professional services for the design and reconstruction of 96th Street Park (“Services”) and selected Savino & Miller Design Studio, P.A. (“Contractor”) to provide the Services; and

**WHEREAS**, on January 14, 2021, the Town Commission adopted Resolution No. 2021-2756, approving an agreement with the Contractor for the Services; and

**WHEREAS**, on June 2, 2021, the Contractor presented three design schemes for the 96<sup>th</sup> Street Park to the Town Commission, which unanimously voted to approve schematic design 3, as amended; and

**WHEREAS**, after incorporating feedback from the Town Commission, the Parks and Recreation Committee, Town staff and the Community, the Contractor has developed the final design development plans for 96<sup>th</sup> Street Park (“Design Plans”); and

**WHEREAS**, the Town Administration is recommending approval of the Design Plans in order to proceed with implementation of the Construction Documents for the Services, as detailed in the Commission Communication Memorandum attached to this Resolution; 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 Design Plans.** The Design Plans are hereby approved, as detailed in the Commission Communication Memorandum attached to this Resolution.

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

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

PASSED AND ADOPTED this 14<sup>th</sup> day of September, 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:**

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



**Town of Surfside  
Town Commission Meeting  
April 2, 2021  
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2<sup>nd</sup> 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

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**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.



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

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)



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

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.



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

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



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

*Disclosure subsequent to action taken.* Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

*Establishment of business relationship after appearance.* Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

*Abstention.* In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

*Failure to disclose.* If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the require disclosure, the accused town commissioner shall be deemed to be censured. If three of 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



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 13, 2021  
7:00 pm**

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

**Date: September 19, 2020**

**Prepared by: Mayor**

**Subject: Demolition by neglect**

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**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
□ <a href="#">Draft ORD - Building Registry</a>	Memo



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April 13

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Municipality	Funds Received 2019-20	Funds Received 2020-21	Total funds Received	Population Census, April 1, 2010	Contribution per resident
Opa Locka	\$0.00	\$0.00	\$0.00	15,219	\$0.00
<b>Miami Beach</b>	<b>\$125,000.00</b>		<b>\$125,000.00</b>	<b>87,779</b>	<b>\$1.42</b>
<b>Miami Shores</b>	<b>\$14,537.47</b>	<b>\$4,281.22</b>	<b>\$18,818.68</b>	<b>10,493</b>	<b>\$1.79</b>
Miami Springs	\$20,219.92	\$6,608.88	\$26,828.80	13,809	\$1.94
<b>Bay Harbour Islands</b>	<b>\$9,069.34</b>	<b>\$2,350.66</b>	<b>\$11,419.99</b>	<b>5,628</b>	<b>\$2.03</b>
Virginia Gardens	\$6,213.30	\$3,334.56	\$9,547.86	2,375	\$4.02
Hialeah	\$621,462.64	\$286,224.14	\$907,686.78	224,669	\$4.04
Miami Gardens	\$351,057.34	\$120,007.81	\$471,065.15	107,167	\$4.40
Cutler Bay	\$128,679.39	\$61,408.60	\$190,087.98	40,286	\$4.72
<b>North Miami</b>	<b>\$201,967.30</b>	<b>\$84,401.72</b>	<b>\$286,369.02</b>	<b>58,786</b>	<b>\$4.87</b>
<b>Hialeah Gardens</b>	<b>\$81,181.59</b>	<b>\$41,967.99</b>	<b>\$123,149.58</b>	<b>21,744</b>	<b>\$5.66</b>
El Portal	\$14,871.70	\$0.00	\$14,871.70	2,325	\$6.40
UnIncorporated Dade*	\$4,712,528.91	\$2,012,194.27	\$6,724,723.18	1,000,000	\$6.72
Homestead	\$273,137.33	\$142,606.87	\$415,744.20	60,512	\$6.87
<b>North Bay Village</b>	<b>\$38,400.99</b>	<b>\$23,427.87</b>	<b>\$61,828.86</b>	<b>7,137</b>	<b>\$8.66</b>
Medley	\$5,337.45	\$2,359.33	\$7,696.78	838	\$9.18
Palmetto Bay	\$143,444.70	\$74,340.12	\$217,784.82	23,410	\$9.30
West Miami	\$39,220.57	\$19,207.73	\$58,428.30	5,965	\$9.80
<b>Sunny Isles Beach</b>	<b>\$165,204.44</b>	<b>\$76,985.89</b>	<b>\$242,190.33</b>	<b>20,832</b>	<b>\$11.63</b>
<b>North Miami Beach</b>	<b>\$327,613.52</b>	<b>\$159,955.75</b>	<b>\$487,569.28</b>	<b>41,523</b>	<b>\$11.74</b>
Florida City	\$97,357.75	\$46,795.82	\$144,153.57	11,245	\$12.82
Bal Harbour	\$50,000.00	\$0.00	\$50,000.00	3,004	\$16.64
<b>Surfside</b>	<b>\$50,000.00</b>	<b>\$50,000.00</b>	<b>\$100,000.00</b>	<b>5,477</b>	<b>\$18.26</b>
Pinecrest	\$231,556.89	\$107,382.43	\$338,939.32	18,223	\$18.60
Miami Lakes	\$403,288.39	\$184,325.64	\$587,614.03	29,361	\$20.01
Key Biscayne	\$184,925.64	\$75,481.71	\$260,407.35	12,344	\$21.10
Sweetwater	\$205,460.66	\$85,480.99	\$290,941.65	13,499	\$21.55
Miami	\$6,273,756.09	\$2,782,918.92	\$9,056,675.01	399,457	\$22.67
South Miami	\$301,083.52	\$110,758.22	\$411,841.74	11,657	\$35.33
Aventura	\$878,875.48	\$424,928.71	\$1,303,804.19	35,762	\$36.46
Coral Gables	\$1,400,862.59	\$604,896.30	\$2,005,758.90	46,780	\$42.88
Doral	\$1,365,608.44	\$630,919.31	\$1,996,527.75	45,704	\$43.68

**\$9.24**

**Median paid per resident**

\* a population exceeding one million people, the unincorporated area, if declared a city, would form the largest city in Florida and one of the largest in the nation.

# Mayor gives \$\$ to his choice of charities ...with taxpayers money

January 18, 2020



Over the years Mayor Dietch has been in office, he's become, and has turned Surfside's taxpayer funded bank account into a one-stop charity.

With more than **50 individual gifts**, he's given away more than... **\$164,000.00.**

His funding habits and generosity with Surfside residents money extend far and wide.

While he's given lots of scholarships, his generosity with Surfside taxpayer dollars doesn't stop there:



*he's subsidized public school programs,*

*he's funded injured pelicans,*

**PAGE 434**

*he's sent money to victims in Oklahoma,*

*he's funded blindness,*

*he's funded the Chamber of Commerce,*

*he's funded adopted classrooms,*

*he's funded civic awards,*

*he's funded disaster relief in Haiti,*

*he's funded injured soldiers,*

*he's funded teacher appreciation,*

*he's funded a "children movement",*

*he's funded a nurse support initiative,*

*he's funded tornado relief,*

*he's funded hurricane relief,*

*he's funded the League of Women,*

*he's funded the FIU Board of Trustees,*

*he's funded Miami-Dade Urban ,*

*he's funded "Do the right thing",*





he's funded the "36th Anniversary fundraising"/ University of Miami ,

he's funded "in memory of" gifts, AND,

he's given [\\$100,000](#) to fund homeless relief

**PAGE 435**

- 1) Even before there was a homeless tax created in 1993, Surfside had restaurant taxes that went toward municipal services.
- 2) The number of homeless people living on the streets in Miami-Dade has fallen from approximately 8,000 two decades ago to just over 1,000, according to the Trust's annual count figures. Some additional facts on the homeless matter from the [Miami Herald](#):

*Download full Surfside report of Mr. Dietch's generosity. (With our taxpayer money) [here](#):*

*Political advertisement paid for & approved by Charles W. Burkett, no party affiliation, for Surfside Mayor*

Share this post:



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Recent Posts

# Surfside's Mayor is VERY generous with Surfside residents' money.

January 16, 2020

UPDATE 1/24/20:

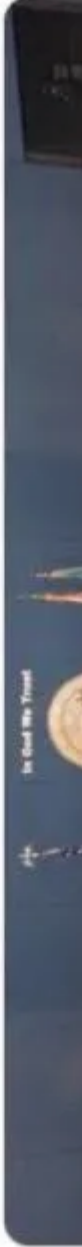
All the while, taking the credit for the good deed personally!



The Homeless Trust  
@HomelessMiami



The \$150,000 donated by @oscarjb2 @DuranForFlorida and @danieldietch will go to diverting homeless persons with severe mental illness from the criminal justice system into supportive housing. #supportivehousing #homelessness #mentalhealth  #surfside #miamidade





10:57 AM - 19 Jul 2019

1 Retweet 3 Likes

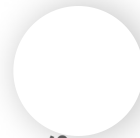
**Above is Surfside's Mayor getting credit personally for donating Surfside taxpayer's money, but that's not all.**

Mayor Dietch is standing with State of Florida representatives, donating State funds from the States obviously huge budget.

Florida has 21 million residents, the Town of Surfside has 5800 residents.

The State of Florida donated \$100,000.

The Surfside Mayor and Commission saw fit to write a check equal to half that amount – **a \$50,000 gift from the taxpayers Surfside.**



The donation from the State of Florida represents a gift of one half a penny per person.

PAGE 438

The Mayor's & Commission's donation from the Town of Surfside, represents about \$9.00 from every Surfside resident...a gift for which the Mayor is thanked and recognized personally.

**\*\*\*\*UPDATE:**

**Last month Mayor Dietch & his allies on the Commission gave an ADDITIONAL \$50,000 to the Dade County Homeless Shelter .**

*Political advertisement paid for & approved by Charles W. Burkett, no party affiliation, for Surfside Mayor*

Share this post:  

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Recent Posts

Following the Covid-19 Science, Reveals Some Hope...

Oct 29, 2020





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**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



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April 13

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**Agenda #: 9F**  
**Date: May 5, 2020**  
**From: Vice Mayor Tina Paul**  
**Subject: Climate Environmental Collective - revised**

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**Objective** – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

**Consideration** – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

**Recommendation** – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*







**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

**Date:** 10-5-2020  
**Prepared by:** Commissioner Eliana Salzhauer  
**Subject:** Amending Town Code Sec. 2-233 & 2-237

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**Objective:** The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

**Consideration:** Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

**Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background\*\*\***

Sec. 2-233. - Conflict of interest.

[https://library.municode.com/fl/surfside/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH2A\\_D\\_ARTVIICOET\\_S2-233COIN](https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN)

Sec. 2-237. - Disclosure of business relationships.

[https://library.municode.com/fl/surfside/codes/code\\_of\\_ordinances?nodeId=PTIICO\\_CH2A\\_D\\_ARTVIICOET\\_S2-237DIBURE](https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE)

**Recommendations:**

1) To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit **(or non-profit)** business relationship and any interest in real property which the employees and officers hold with any other employee or officer;



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Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

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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Surfside, FL 33154

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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Surfside, FL 33154

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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Surfside, FL 33154

which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

*Disclosure subsequent to action taken.* Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

*Establishment of business relationship after appearance.* Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

*Abstention.* In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

*Failure to disclose.* If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the require disclosure, the accused town commissioner shall be deemed to be censured. If three of 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. 9G**

**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.



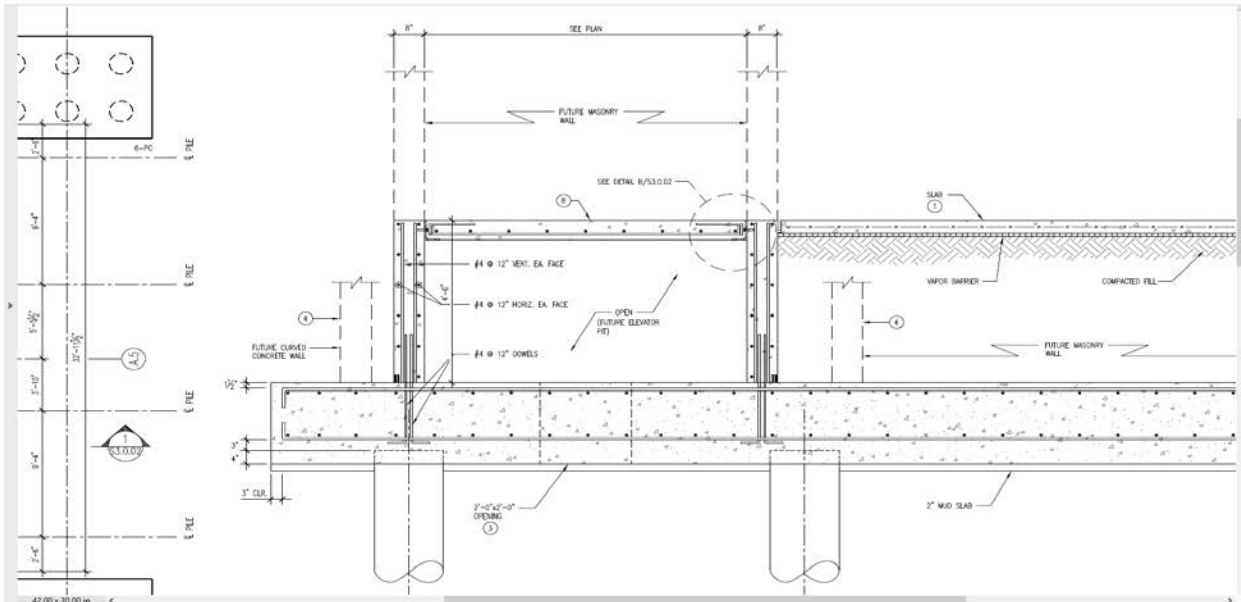


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**To:** Honorable Mayor, Vice-Mayor and Members of the Town Commission  
**From:** Guillermo Olmedillo, Town Manager  
**Date:** May 12, 2020  
**Subject:** Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3<sup>rd</sup> Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6<sup>th</sup> Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



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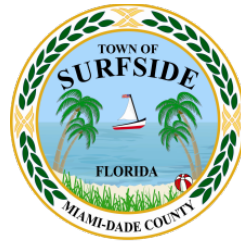
Date: October 5, 2020  
Prepared by: Commissioner Nelly Velasquez  
Subject: Amend Tourist Board Ordinance

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**Objective:** To ensure the proper spending of all Tourist funds by the tourist board.

**Consideration:** tourist board ordinance

**Recommendation:** Amend current Tourist Board Ordinance



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**From:** [Mayor](#)  
**To:** [Lillian M. Arango](#)  
**Cc:** [Sandra McCready](#)  
**Bcc:** [novacklaw](#); [Mel Schlessler](#)  
**Subject:** Charter Amendment correction  
**Date:** Monday, July 13, 2020 4:26:00 PM  
**Attachments:** [Charter Amendment voted in wrong election.pdf](#)  
[image001.png](#)

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Dear Lily,

I have attached the legal opinion from attorney Jean Olin, dated 2014 which outlines why the current language in our Charter, with respect to the last paragraph of Section 4, is invalid, null and void, and must immediately be changed to reflect the original language.

As we now know, former elected officials knew full well that the 2012 deceptive ballot question which they put forward was defective, null and void once they became aware of Ms. Olin's opinion – and in reality, they were probably aware of it sooner, otherwise they likely wouldn't have asked for Ms. Olin's opinion.

Now that our Commission is aware that the 2012 Charter Amendment change referendum was improperly scheduled and improperly submitted for a vote, and that the 2012 referendum and the changes it purported to make, are essentially void and invalid and of no force or effect whatsoever, a few things must happen.

Even though the invalidity of the 2012 referendum was concealed from the public for several years, and was applied to numerous projects which followed Ms. Olin's opinion, it is nevertheless completely null and void.

While developers who proceeded in good faith under the revised Charter rules shouldn't be held responsible, elected officials who knew the truth, yet concealed it, should.

The currently published language of the charter must be restored to the original language as approved by 92% of the people in March 2004, in order to properly disclose, to all who may wish to develop projects in the future, that those restrictions exist. Not doing so would invite lawsuits that the Town would likely lose.

Any pending project which relied upon the 2012 referendum language must be reviewed for compliance or violation of the charter's provisions. No new approvals or permits can be issued for any project which has relied upon the aforementioned 2012 referendum language and which is not compliant with the original language of the Charter.

Now that this Commission is aware of the foregoing facts, we are duty bound to enforce the Charter provisions as they were written before the 2012 ballot question was improperly put forward and not as they are currently written.

Given the foregoing, please let me know if it is necessary to put forward a resolution, or ordinance to restore the text of the Charter section in question, or can it be done administratively by the Manager?

Lastly, Sandra please share this with my colleagues.



# TOWN OF SURFSIDE

# GAZETTE

## Message from the Town Manager

November 6, 2012 is a very important day. Not only do we elect a President, we also vote on numerous amendments to the State Constitution, amendments to the Miami-Dade County Charter and amendments to our Surfside Charter. It is possible to vote absentee, vote early or come to the poll the old fashioned way. The ballot is long so preparation is critically important. My goal in this message is to explain the three Surfside Charter amendments on the ballot in a value neutral manner as required by the law. I cannot advocate in this publicly-funded Gazette ... only inform. Please also look at **Page 5** of this Gazette to see the actual language. Feel free to e-mail me if you have detailed questions.

The first Charter Amendment has to do with the creation of a Citizen's Bill of Rights as a preamble to the Charter. Just like the U.S. Constitution and the Miami Dade Charter have Bills of Rights to clearly define your rights, so does this Amendment establish protections which are not now in place.

The second Charter Amendment requires that a comprehensive Charter review begin within twelve months after adoption of the Amendment and every 10 years thereafter. This will ensure that updating the Charter happens soon and in the future. Any changes in the future will have to be voted on by our registered voters.

The third change is complicated. However, it is meant to clear up some confusion and differing interpretations from a previous 2004 Charter Amendment that regulates density, intensity and height of buildings. None of the 2004 voter approved controls are being diminished. In fact, by clearly defining the provisions of the 2004 Amendment, the intent of the voters will be clear to staff and property owners.

In these difficult days where trust and faith in government is greatly diminished, I cannot and will not presume to advise you how to vote. Please read the article on Page 5 and draw your own conclusion. Just remember that the right to vote is a very special privilege and make every effort to exercise that right. As always, thanks for the opportunity to manage this extraordinary community.

- Roger M. Carlton

# Surfside Charter Amendments On Nov. 6 Ballot

In July of this year, the Town Commission approved a resolution to add three Town of Surfside Charter amendments to the Nov. 6, 2012 general election ballot. To fully understand the amendments, residents are encouraged to review the following information.

## Description of the Amendments:

### 1. Adding a Preamble and Citizen's Bill of Rights to the

**Town Charter.** This amendment would add a Preamble and Citizen's Bill of Rights to the Town Charter. Similar to the U.S. Constitution, the Bill of Rights outlines residents rights, such as access to public records, to be heard, to notice, to a public hearing, to representation and no unreasonable postponements. The full wording of the Preamble and Bill of Rights is available at the Office of the Town Clerk.

**2. Mandatory Charter Review.** This amendment states that within the first 12 months after the adoption of this provision, the Town Commission will begin a Charter Review. Then, commencing in December 2022, the Commission will appoint a Charter review board every 10 years. The Charter review board will consist of five persons, one appointed by each Commissioner and ratified by a majority of the Commission. The board will begin its review within 45 days of being appointed.

**3. Clarification of the intensity, density and height restrictions in development.** This amendment provides revised language to better define these limits to reflect that: **a) density** means number of units per acre. **b) intensity** means the floor area ratio as described in the Comprehensive Plan: total square footage of building divided by the total square footage of the lot where the building is located. **c) height** is defined in both number of floors and feet so that there is no misinterpretation.

## Form of Ballot:

The form of ballot of the charter amendments will appear as follows:

### 1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights and guarantees those rights to citizens of Surfside?

Yes

No

### 2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review. Thereafter every tenth (10th) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review. Shall the above-described amendment be adopted?

Yes

No

### 3. GENERAL POWERS; RESRICTION ON DEVELOPMENT

On March 16, 2004, the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained, but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio and heights be defined in both stories and feet. Shall the above described amendment be adopted?

Yes

No

D. To amend Section 4, General powers of town; powers not deemed exclusive of Article I. Incorporation; Form of Government; Powers as follows:

“The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre floor areas; ~~maximum allowable floor area ratios or the maximum allowable building heights in~~ stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which are ~~were in effect in 2004 on the date that this amendment is approved by a vote of the electors of the Town of Surfside. Upon becoming effective, t~~ This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

4.

GENERAL POWERS; **RESTRICTION ON DEVELOPMENT**

On March 16, 2004 the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio, and heights be defined in both stories and feet.

Shall the above-described amendment be adopted?

Yes   
No

RESOLUTION NO. 2012 - 2096

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN CHARTER TO PROVIDE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS; PROVIDING FOR COPIES OF THE CHARTER AMENDMENT TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR THE TOWN CLERK TO UTILIZE THE SERVICES OF MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR INCLUSION IN THE CHARTER; ACCEPTING THOSE CHARTER PROVISIONS APPROVED BY A MAJORITY OF THE VOTERS ON NOVEMBER 6, 2012 ACCORDING TO OFFICIAL RESULTS; AMENDING THE TOWN CHARTER TO ADD A PREAMBLE AND CITIZEN'S BILL OF RIGHTS; ARTICLE IX. SECTION 128 MANDATORY CHARTER REVIEW; AND ARTICLE I. SECTION 4 GENERAL POWERS OF TOWN; PROVIDING FOR REPEALER; PROVIDING FOR SEVERABILITY; DIRECTING THE TOWN CLERK TO AMEND AND CODIFY AMENDMENTS TO THE TOWN CHARTER IN ACCORDANCE WITH THE ELECTION RESULTS AND THIS RESOLUTION; PROVIDING FOR INCLUSION INTO THE TOWN CHARTER AND CODE; PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Town Commission wishes to submit these proposed charter amendments for approval or rejection by the electors; and

WHEREAS, pursuant to law, the electors of the Town shall have the power to approve or reject at the polls any matter submitted by the Town Commission to a vote of the electors.

NOW, THEREFORE, THE TOWN COMMISSION OF THE TOWN OF SURFSIDE HEREBY RESOLVES:

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



**Section 2. Proposed Amendments:**<sup>1</sup>

The Charter of the Town of Surfside subject to a vote of the electorate is hereby amended as follows:

- A. To add a Preamble and Citizen's Bill of Rights which shall read as follows:

**PREAMBLE**

We, the people of the Town of Surfside (hereinafter, "Town"), under the Constitution and laws of the State of Florida, in order to secure the benefits of local self-government and to provide for an honest and accountable Commissioners-Manager government, do hereby adopt this Charter and confer upon the Town the following powers, subject to the following restrictions, and prescribed by the following procedures and governmental structure. By this action, we secure the benefits of home rule and affirm the values of representative democracy, professional management, political leadership, citizen participation and regional cooperation.

**CITIZEN'S BILL OF RIGHTS**

A. This government has been created to protect the governed, not the governing. In order to provide the public with full and accurate information, to promote efficient administration, to make government more accountable, and to insure to all persons fair and equitable treatment, the following rights are guaranteed:

1. Convenient Access. Every person has the right to transact Town business with a minimum of personal inconvenience. It shall be the duty of the Town Manager and the Commission to provide, within the Town's budget limitations, reasonably convenient times and places for required inspections of Town records, access to notice of public meetings, and for transacting business with the Town.

2. Truth in Government. No Town official or employee shall knowingly furnish false information on any public matter, nor knowingly omit significant facts when giving requested information to members of the public.

3. Public Records. All audits, reports, minutes, documents and other public records of the Town and its boards, agencies, committees, departments, and authorities shall be open for inspection at reasonable times and places convenient to the public.

4. Minutes and Ordinance Register. The Town Clerk shall maintain and make available for public inspection an ordinance register separate from minutes showing the votes of each member of the Commission on all ordinances and resolutions listed by descriptive

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<sup>1</sup> The words that are stricken through are intended to be deleted from this section of the Town Charter once it is approved. The words that are underscored constitute the proposed amendments to the section once it is approved.

title. Written minutes of all meetings and the ordinance register shall be available for public inspection not later than thirty (30) days after the conclusion of the meetings.

5. Right to be Heard. So far as the orderly conduct of public business permits, any interested person has the right to appear before the Town Commission or any Town agency, board, or committee for the presentation, adjustment or determination of an issue, request or controversy within the jurisdiction of the Town. Matters shall be scheduled for the convenience of the public. The Town Commission shall adopt agenda procedure and schedule hearings in a manner that will enhance the opportunity for public participation. Nothing herein shall prohibit any Town entity or agency from imposing reasonable time limits and procedures for the presentation of a matter.

6. Right to Notice. Persons entitled to notice of a Town hearing shall be timely informed as to the time, place and nature of the hearing and the legal authority pursuant to which the hearing is to be held. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing. Copies of proposed ordinances or resolutions shall be made available at a reasonable time prior to the hearing, unless the matter involves an emergency ordinance or resolution.

7. No Unreasonable Postponements. No matter, once having been placed on a formal agenda by the Town, shall be postponed to another day except for good cause shown in the opinion of the Town Commission, Board or agency conducting such meeting, and then only on condition that the affected person shall, upon written request, receive mailed notice of the new date of any postponed meeting. Failure by an individual to receive such notice shall not constitute mandatory grounds for canceling the hearing or rendering invalid any determination made at such hearing.

8. Right to Public Hearing. Upon a timely written request from any interested party, and after presentation of the facts to and approved by the Commission, a public hearing shall be held by any Town agency, board, department or authority upon any significant policy decision to be issued by it which is not subject to subsequent administrative or legislative review and hearing. This provision shall not apply to the Office of the Town Attorney or to any body whose duties and responsibilities are solely advisory.

At any zoning or other hearing in which review is exclusively by certiorari, a party or his or her counsel shall be entitled to present his or her case or defense by oral or documentary evidence, to submit rebuttal evidence, and to conduct such cross-examination as may be required for a full and true disclosure of the facts. The decision of any such agency, board, department or authority must be based upon the facts in the record. Procedural rules establishing reasonable time and other limitations may be promulgated and amended from time to time.

9. Notice of Action and Reasons. To the extent the Town is required to do same by law, notice shall be given of the denial of any decision of any Town proceeding at the

conclusion of the hearing. The notice shall be accompanied by a statement of the grounds for denial.

10. Manager's and Attorney's Reports. The Town Manager and Town Attorney shall periodically make public status reports on all material matters pending or concluded within their respective areas of concern.

11. Budgeting. In addition to any budget required by state statute, the Town Manager at the direction of the Town Commission shall prepare a budget showing the projected revenues and expenses of each department for each budget year. Prior to the Town Commission's first public meeting on the proposed budget required by state law, the Town Manager shall make public a budget summary setting forth the projected revenues and expenses of the various departments and reflecting the personnel and their title in each department, the estimated millage cost of each department and the amount of any contingency and carryover funds for each department.

12. Quarterly Budget Comparisons. The Town Manager shall make public not less than quarterly a report showing the actual revenues and expenses during the quarter just ended against one quarter of the proposed annual revenues and expenses set forth in the budget. Such report shall also reflect the same cumulative information for whatever portion of the fiscal year that has elapsed.

13. Representation of Public. The Town Commission shall endeavor, when deemed appropriate, to designate one or more individuals to represent the Town at all proceedings before county, state and federal regulatory bodies, significantly affecting the Town and its residents.

B. The foregoing enumeration of citizens' rights vests large and pervasive powers in the citizenry of the Town. Such power necessarily carries with it responsibility of equal magnitude for the successful operation of government in the Town. The orderly, efficient and fair operation of government requires the intelligent participation of individual citizens exercising their rights with dignity and restraint so as to avoid any sweeping acceleration in the cost of government because of the exercise of individual prerogatives, and for individual citizens to grant respect for the dignity of public office.

C. Remedies for Violations. In any suit by a citizen alleging a violation of this Article filed in the Miami-Dade County Circuit Court pursuant to its general equity jurisdiction, the plaintiff, if successful, shall be entitled to recover reasonable reasonable costs and attorneys' fees as fixed by the court.

D. Construction. All provisions of this Bill of Rights shall be construed to be supplementary to and not in conflict with the general laws of Florida. If any part of this Bill of Rights shall be declared invalid, it shall not affect the validity of the remaining provisions."

[See Ballot Question 1 in Paragraph 3 below.]

B. To add Section 128 of **ARTICLE IX. - MISCELLANEOUS PROVISIONS.**

**Section 128. Mandatory Charter Review.** Within the first twelve (12) months after the adoption of this provision, the Town Commission shall commence Charter Review. Thereafter every 10th year commencing December 2022, the Commission shall appoint a Charter review board ("Charter Board") consisting of five persons. Each Commissioner shall be entitled to appoint one Charter Review Board member but that appointee shall be ratified by a majority of the Commission. The review Board shall commence its proceedings within forty-five (45) days after appointment by Commission and upon completion of their work and written recommendations to the Commission, the Town Commission shall consider said recommendations at the next regularly scheduled Commission meeting. This provision does not inhibit the Town Commission or the electorate at any time from initiating a charter amendment in accordance with Article VIII ("Initiative and Referendum") hereinabove.

[See Ballot Question # 2 in Paragraph 3 below]

C. To amend Section 4. **General powers of town; powers not deemed exclusive of Article I. Incorporation; Form of Government; Powers** as follows:

"The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre floor areas, ~~maximum allowable~~ floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which ~~are~~ were in effect in 2004 ~~on the date that this amendment is approved by a vote of the electors of the Town of Surfside.~~ Upon becoming effective, ~~†~~ This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

[See Ballot Question # 3 in Paragraph 3 below]

**Section 3. Form of Ballot:**

A. The form of ballot of the charter amendments provided for in Section 2 shall be substantially, as follows:

1. PREAMBLE AND CITIZENS' BILL OF RIGHTS

Shall the Town Charter be amended to add a Preamble and "Citizen's Bill of Rights" that creates certain individual rights and

guarantees those rights to citizens of Surfside be added to the Town Charter?

Yes [ ]  
No [ ]

2. MANDATORY CHARTER REVIEW

It is being proposed that within the first (12) twelve months after adoption of this provision, the Town shall commence charter review and thereafter every tenth (10<sup>th</sup>) year commencing in December 2022, a charter review board shall be appointed by the Town Commission for purposes of charter review.

Shall the above-described amendment be adopted?

Yes [ ]  
No [ ]

3. GENERAL POWERS; RESTRICTION ON DEVELOPMENT

On March 16, 2004 the electorate adopted a limitation on height, density and intensity of development allowable as of that date. It is being proposed that the restriction be maintained but the language be clarified and reinforced to reflect that density means number of units per acre, that maximum floor area ratios be properly referenced as floor area ratio, and heights be defined in both stories and feet.

Shall the above-described amendment be adopted?

Yes [ ]  
No [ ]

B. That the form of ballot set forth above may be revised by a Resolution of the Town Commission.

**Section 4. Available for Public Inspection.** Charter Amendment to be Available for Public Inspection, and for the Town Clerk to Utilize the Services of Miami-Dade County Supervisor of Elections: The place, information and the full text of the proposed charter amendments are available at the Office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida. Copies of this Resolution providing for this charter amendment subject to this

referendum approval is on file in the Office of the Town Clerk and available for public inspection during regular business hours. The Town Clerk is authorized to utilize the services of Miami-Dade County Supervisor of Elections for any assistance required in the administration of the election.

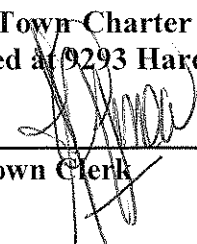
**Section 5. Providing for Inclusion in the Town Charter:** It is the intention of the Mayor and Town Commission and its is hereby resolved that the provisions of this Resolution shall become and made a part of the Charter of the Town of Surfside, Florida, as to each charter amendment measure approved by a majority of voters on such measure in such election; that the sections of this Resolution may be renumbered or relettered to accomplish such intentions; and the word "Resolution shall be changed to "section" or other appropriate word.

**Section 6. Notice of Election.** That notice of said election shall be published in accordance with Section 100.342, Fla. Stat., in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election, and the second publication to be in the third week prior to the election, and shall be in substantially the following form:

NOTICE OF ELECTION

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. 12-2096 ADOPTED BY THE TOWN OF SURFSIDE, FLORIDA, AN ELECTION HAS BEEN CALLED AND ORDERED TO BE HELD WITHIN THE TOWN ON **TUESDAY, THE 6TH DAY OF NOVEMBER, 2012** BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN.

The full text of the proposed Town Charter Amendments is available at the office of the Town Clerk located at 9293 Harding Avenue, Surfside, Florida.

  
\_\_\_\_\_  
Town Clerk, Sandra Nova

**Section 7. Authorization of Town Officials.** The Town Manager and Town Attorney and Town Clerk are hereby authorized to take all steps necessary to complete the execution of the terms of this Resolution.


**Section 8. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 17th day of **July, 2012.**

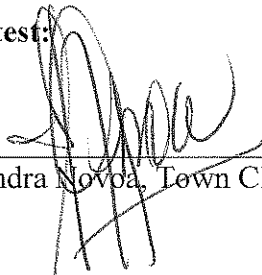
Motion by Commissioner Kligman Second by Commissioner Olchyk.

**FINAL VOTE ON ADOPTION**


Commissioner Michelle Kligman	<u>Yes</u>
Commissioner Marta Olchyk	<u>Yes</u>
Vice Mayor Michael Karukin	<u>Yes</u>
Mayor Daniel Dietch	<u>Absent</u>

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**Attest:**

  
\_\_\_\_\_  
Sandra Novoa, Town Clerk

**Approved as to form and legal sufficiency  
For the Town of Surfside only:**

  
\_\_\_\_\_  
Lynn M. Dannheisser  
Town Attorney

ORDINANCE NO. 15 - 1640

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SPECIFICALLY AMENDING SECTION 90-43 MAXIMUM BUILDING HEIGHTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Sec. 4 of the Town Charter states:

Sec. 4. - General powers of town; powers not deemed exclusive.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

**WHEREAS**, Sec. 4 of the Town Charter was amended by the electors by approval of the November 6, 2012 ballot question which modified height to be restricted to the number of feet and the number of stories described in the more restrictive of the 2004 Zoning Code or 2004 Comprehensive Plan; and

**WHEREAS**, amending Sec. 90-43 Maximum building heights provides consistency between the Code and the Charter amendment; and

**WHEREAS**, the Town Commission held its first duly noticed public hearing on these regulations on September 8, 2015; and

**WHEREAS**, the Planning and Zoning Board, sitting as the Local Planning Agency, has reviewed the revisions to the code for consistency with the Town's Comprehensive Plan at a duly noticed public hearing on November 19, 2015 and recommended approval; and



**WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on these regulations as required by law on December 8, 2015 and further finds the proposed amendment to the Code in the best interest of the community.

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

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

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

**Sec. 90-43. - Maximum building heights.**

Designation	Maximum Height (Feet)	Maximum Stories
H30A	30 FT	<u>2</u>
H30B	30 FT	<u>2</u>
H30C	30 FT	<u>2</u>
H40	40 FT	<u>1 and 2 family = 2 stories, multifamily and hotel = 3 stories</u>
H120	120 FT	<u>12</u>
SD-B40	40 FT	<u>3</u>
MU	Surrounding Designation	
CF	70 FT	

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

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

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

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

**PASSED** and **ADOPTED** on first reading this 8<sup>th</sup> day of September, 2015.

**PASSED** and **ADOPTED** on second reading this 8<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Daniel Dietch, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Sandra Novoa, MMC, Town Clerk

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

  
\_\_\_\_\_  
Linda Miller, Town Attorney

On Final Reading Moved by: Commissioner Karukin,

On Final Reading Seconded by: Commissioner Cohen.

**VOTE ON ADOPTION:**

Commissioner Barry R. Cohen	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Michael Karukin	yes	<input checked="" type="checkbox"/>	no	_____
Commissioner Marta Olchyk	yes	<input checked="" type="checkbox"/>	no	_____
Vice Mayor Eli Tourgeman	yes	<u>ABSENT</u>	no	_____
Mayor Daniel Dietch	yes	<input checked="" type="checkbox"/>	no	_____

**From:** [Linda Miller](#)  
**To:** [Daniel Dietch](#)  
**Subject:** RE: Charter: Height, Density and Intensity  
**Date:** Tuesday, July 12, 2016 2:43:31 PM  
**Attachments:** [Olin - Opinion Sec 4.pdf](#)

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Mayor:

Also, attached is Jean's opinion.

Linda

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**From:** Daniel Dietch  
**Sent:** Tuesday, July 12, 2016 12:50 PM  
**To:** Linda Miller  
**Subject:** Charter: Height, Density and Intensity  
**Importance:** High

Madame Attorney,

When you have a moment, please send along our Charter Amendment related to requiring a referendum for any increases in height, density and intensity. Thanks.

Daniel

=====

Daniel E. Dietch

Mayor

Town of Surfside

9293 Harding Avenue

Surfside, FL 33154

Tel: 305 861-4863

Fax: 305 861-1302

Cell: 305 992-7965

E-mail: [ddietch@townofsurfsidefl.gov](mailto:ddietch@townofsurfsidefl.gov)

Web: <http://www.townofsurfsidefl.gov/>

**MEMO**

To: Linda Miller, Surfside Town Attorney  
From: Jean Olin, Esq.  
Re: Town Charter Section 4: “Regularly-Scheduled Election of Town of Surfside”.  
Date: October 28, 2014

Pursuant to your request, I have researched the issue concerning interpretation of the phrase “regularly scheduled election of the Town of Surfside” contained in the last paragraph of Section 4<sup>1</sup> of the Surfside Town Charter (hereafter “Charter Section 4”), reading as follows:

...The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot *at a regularly scheduled election of the Town of Surfside* and approved by a vote of the electors of the Town of Surfside.

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<sup>1</sup> Charter Section 4 reads in its entirety as follows:

Sec. 4. “General powers of town; powers not deemed exclusive”.

The town shall have all the powers granted to municipal corporations and to towns by the constitution and general laws of the state, together with all the implied powers necessary to carry into execution all the powers granted. The town may acquire property within or without its corporate limits for any town purpose, in fee simple or any lesser interest or estate, by purchase, gift, devise or lease, and may sell, lease, mortgage, hold, manage and control such property as its interests may require. Except as prohibited by the constitution of this state or restricted in this Charter, the town shall and may exercise all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

The enumeration of particular powers by this Charter shall not be deemed to be exclusive, and in addition to the powers enumerated therein or implied thereby, or appropriate to the exercise of such powers, it is intended that the town shall have and may exercise all powers which, under the constitution of this state, it would be competent for this Charter specifically to enumerate.

The density, intensity, and height of development and structures within the Town of Surfside shall not exceed the maximum allowable units per acre, floor area ratios or the maximum allowable building heights in stories and feet that are set out in the Town of Surfside Comprehensive Plan or the Code of the Town of Surfside, whichever provisions are most restrictive, which were in effect in 2004. This amendment to the Town of Surfside Charter shall not be repealed, revised, amended, or superseded unless repeal, revision, amendment, or superseding provisions are placed on the ballot at a regularly scheduled election of the Town of Surfside and approved by a vote of the electors of the Town of Surfside.

(Emphasis added.) Specifically, the subject issue concerns whether the above-referenced language requires a Town election to amend the above portion of Section 4 occur only at time of a Surfside “General Election” held in March of even-numbered years, or whether such amendment may be placed on a Town ballot at election dates other than a Town General Election. For the reasons set forth more fully below, based upon applicable principals of statutory construction, the Charter subject language mandates that such election issue be placed on the ballot during a Surfside General Election.

## I. FACTUAL BACKGROUND.

In 2003 the Surfside Town Commission adopted its Resolution No. 1662, placing a ballot measure on the Town’s March 16, 2004 General Election ballot, proposing an amendment to Section 4 of the Town Charter for the purpose of imposing restrictions on the allowable density, intensity and height of structures beyond that permitted as of said Election date, and requiring that any future change to this Charter language be presented to the Town’s electorate at a “regularly scheduled election of the Town of Surfside”; this measure was approved by the Town’s electorate, with election results accepted by the Town Commission via its Resolution No. 1670. Since 2004, Charter section 4 has been amended only once, via ballot measure placed on the Town’s November 6, 2012 Special Election ballot<sup>2</sup>--this amendment was for the sole purpose of “defining and clarifying<sup>3</sup>” the subject categories of land use (i.e., “density”, “intensity” and “height”), with no proposed changes to remaining Charter Section 4 language. A thorough review of the Town’s records pertaining to the legislative history and language of Charter Section 4 fails to reveal any discussion amongst the Town Officials elaborating upon the Town’s intended meaning of the phrase “regularly scheduled election of the Town of Surfside”.

## II. MEMORANDUM OF LAW.

### A. Applicable Legal Principles.

As a general rule, where the language of a particular law is clear and amenable to a reasonable and logical interpretation, that interpretation will control, as courts and other governmental bodies are without power to diverge from the intent of the Legislature<sup>4</sup> as expressed in the law’s plain language. *See Starr Tyme, Inc. v. Cohen*, 659 So.2d 1064

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<sup>2</sup> Surfside Resolution No. 2012-2096 called the subject 2012 Election.

<sup>3</sup> See, Town Attorney’s “Report” dated March 9, 2010, at page 3, paragraph 7, setting forth the Town’s Charter Review Board’s proposed amendments to Charter section 4; see, also Town's Charter Review Board Resolution dated February 16, 2010, containing its recommended Charter changes, specifically renumbering Charter Section 4 as "section 7-5", proposing no change to the term "regularly scheduled election...”

<sup>4</sup> As a fundamental principle of statutory construction, “legislative intent is the polestar that guides a Court's inquiry.” *State v. Rife*, 789 So.2d 288, 292 (Fla.2001) (quoting *McLaughlin v. State*, 721 So.2d 1170, 1172 (Fla.1998)).

(Fla.1995)<sup>5</sup>. However, a law’s plain and ordinary meaning will not control if it leads to an unreasonable result<sup>6</sup> or a result clearly contrary to legislative intent. *See Gallagher v. Manatee County*, 927 So. 2d 914, 919 (Fla. 2d DCA 2006); and *City of Miami v. Romfh*, 63 So. 440 (Fla. 1913); in such cases, the courts will resort to canons of statutory construction for purposes of interpreting the unclear law.

In resorting to statutory construction, courts will give effect to all statutory provisions and construe related statutory provisions in harmony with another. *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452, 455 (Fla.1992). It is thus well settled that when two laws are in conflict, the more recently enacted law controls the older one<sup>7</sup> (*See McKendry v. State*, 641 So.2d 45 (Fla.1994); *Florida Association of Counties, Inc. v. Department of Administration, Division of Retirement*, 580 So. 2d 641 (Fla. 1st DCA 1991), *approved*, 595 So. 2d 42 (Fla. 1992)), and that a specific provision of a law will be regarded as an exception to the general, broader provision so that both may be given effect<sup>8</sup>.

## B. Legal Analysis.

We begin the analysis with Charter Section 4’s language: “regularly scheduled election of the Town of Surfside”<sup>9</sup>. On its face, the Charter requires that the election be a “Town of

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<sup>5</sup> *See, also, State v. Hubbard*, 751 So.2d 552, 561–62 (Fla.1999). When a statute is clear, we do not look behind the statute's plain language for legislative intent or resort to rules of statutory construction to ascertain intent. *See State v. Burris*, 875 So.2d 408, 410 (Fla.2004) (citing *Lee County Elec. Coop., Inc. v. Jacobs*, 820 So.2d 297, 303 (Fla.2002)). The plain and ordinary meaning of the words of a statute must control.

<sup>6</sup> It cannot be said that it would be totally unreasonable for the Town to have intended that elections to amend the subject portion of Charter Section 4 be held only at time of the Town’s Regular Election--see, Miami-Dade County Charter Section 9.07(B) and (C), providing that County elections to amend its Charter “...shall be held in conjunction with the next scheduled general election...”

<sup>7</sup> *State v. Bodden*, 877 So.2d 680, 685: (“[T]he legislature is presumed to know the meaning of words and the rules of grammar[.]”)

<sup>8</sup> All parts of a legislative act should be read together to achieve a consistent whole. *Haworth v. Chapman*, 152 So. 663 (Fla. 1933); *Marshall v. Hollywood, Inc.*, 224 So.2d 743 (4 D.C.A. Fla., 1969), *writ discharged*, 236 So.2d 114 (Fla. 1970), *cert. den'd.*, 400 U.S. 964 (1970). If possible, a statute must be so construed as to reconcile any apparent inconsistencies and give meaning and effect to the language employed as a whole. *Wiggins v. State*, 101 So.2d 833 (1 D.C.A. Fla., 1958); *Arvida Corporation v. City of Sarasota*, 213 So.2d 756 (2 D.C.A. Fla., 1968). *See generally* 82 C.J.S. *Statutes* s. 346.

<sup>9</sup> It cannot be credibly maintained that the Charter language “regularly scheduled election” was intended as a requirement that the *per se scheduling of elections* (to amend Section 4) be conducted in the “regular” manner, because such interpretation would of necessity infer that in the absence of such language, elections to amend the Town’s Charter could otherwise be scheduled in an “irregular” manner, which of course has no foundation in either law or practice. *See Carawan v. State*, 515 So. 2d 161 (Fla. 1987); *R.F.R. v. State*, 558 So. 2d 1084 (Fla. 1st DCA 1990) (court construing statute must avoid any construction that would result in unreasonable or absurd consequences); *Scudder v. Greenbrier C. Condominium Association, Inc.*, 663 So. 2d 1362 (Fla. 4th DCA 1995) (although court must ascribe plain

Surfside” election<sup>10</sup>, resulting in the sole issue concerning the definition of the words “regularly scheduled election”. In order to determine its meaning, “[o]ne looks to the dictionary for the plain and ordinary meaning of words.” *Specialty Restaurants Corp. v. City of Miami*, 501 So.2d 101 (Fla. 3d DCA 1987); and *Mandelstam v. City Comm'n of South Miami*, 539 So.2d 1139 (Fla. 3d DCA 1988). The available dictionary definitions define “regularly scheduled election” to mean “...a regularly scheduled local, state, or national election in which voters elect officeholders”. See, *Random House Dictionary*, *Dictionary.com* and *Cornell University Law School, Legal Information Institute’s WEX Legal Dictionary*. Significantly, the Florida Attorney General has also interpreted the term “regular election” to mean the General Election at which candidates are elected. Fla. Atty. Gen. Op. 2010-36.

Moreover, reading Charter Section 4 together with the following related Town Charter provisions governing elections evidences that the term “regularly scheduled election” is a term of art that has developed a particular meaning designed to draw a distinction between the Town’s “Regular” (a/k/a “General”) elections and the Town’s “Special” elections:

- Charter Section 97. “Time of Holding Elections”: “The *regular election* for the choice of members of the commission shall be held on the third Tuesday in March of each even numbered calendar year. ...*Special elections* to replace or amend the Town's Charter shall be held in accordance with the requirements of the Charter of Metropolitan Dade County, Florida, adopted pursuant to the authority of section 11, Article VIII, Constitution of the State of Florida...”
- Charter Section 105. “Charter amendments”, subsection (4): “ All elections held on the third Tuesday of March in even numbered calendar years, or any postponements thereof, for the election of commissioners shall be known as *general municipal elections*. All other elections shall be known as *special municipal elections*. ”<sup>11</sup>

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and obvious meaning to words used in statute, it should not interpret statute so as to produce unreasonable or absurd result).

<sup>10</sup> Under the last antecedent doctrine of statutory interpretation, qualifying words, phrases, and clauses are to be applied to the words or phrase immediately preceding, and are not to be construed as extending to others more remote, unless a contrary intention appears. *City of St. Petersburg v. Nasworthy*, 751 So. 2d 772 (Fla. 1st DCA 2000); *Rich Electronics, Inc. v. Southern Bell Telephone & Telegraph Company*, 523 So. 2d 670 (Fla. 3d DCA 1988), *appeal after remand*, 548 So. 2d 1153 (Fla. 3d DCA 1989), *review denied*, 560 So. 2d 234 (Fla. 1990).

<sup>11</sup> See, also, Town Charter Section 103 “Ballots”: “All ballots used in any *general or special election* of commissioners held under authority of this Charter .....”; Town Charter Sec. 118 “Submission to electors of initiative petition”: “... If no *regular election* is to be held within such period, the commission shall provide for a *special election*. ...”; and Town Charter Sec. 16 “Procedure in Filling [Vacancies]”: “...Vacancies on the commission, if for an unexpired term of more than six (6) months, shall be filled by a *special election called* within ninety (90) days, or in a *regular election* ...”

Reading Section 4 in pari materia with the remainder of the Charter thus leads to a logical and harmonious construction in which the words “regularly scheduled election of the Town of Surfside” is defined as the date on which the Town’s General Election occurs.

In addition to the above, Town Charter sections 97 and 97.1 set forth the Town’s *general* procedure for elections to amend the Town Charter: “Amendments to this Charter shall be proposed, presented or initiated and implemented in accordance with the requirements of section 5.03 of Article 5<sup>12</sup> of The Home Rule Charter for Metropolitan Dade County”--it should further be noted that the County Charter does not contain Section 4’s requirement that such Charter elections be held during a “regularly scheduled election of the Town”. However, when Charter sections 97 and 97.1 (the Town’s general procedure for Charter amendments) are read in pari materia with the more specific provisions of Charter section 4 (the Town’s specific procedure for amendment of Charter section 4’s land use cap), the specific provisions control as a matter of law in those instances when such Section 4 amendments are proposed. A specific statute covering a particular subject area always controls over a statute covering the same and other subjects in more general terms. *Adams v. Culver*, 111 So.2d 665, 667 (Fla.1959); *State v. Billie*, 497 So.2d 889, 894 (Fla. 2d DCA 1986), *review denied*, 506 So.2d 1040 (Fla.1987). The more specific statute is considered to be an exception to the general terms of the more comprehensive statute. *Floyd v. Bentley*, 496 So.2d 862, 864 (Fla. 2d DCA 1986), *review denied*, 504 So.2d 767 (Fla.1987). Under this rule, the subject portion of Charter section 4 that specifically addresses caps on allowable land uses, prevails over remaining sections of the Town Charter such as sections 97 and 97.1, which generally provide for a method of amending the Charter. To arrive at any other conclusion would render the specific mandatory language of Charter section 4 without meaning<sup>13</sup>.

Further, when two statutes are in conflict, the later promulgated statute should prevail as the last expression of legislative intent. *Sharer v. Hotel Corp. of Am.*, 144 So.2d 813 (Fla.1962); *State v. Ross*, 447 So.2d 1380, 1382 (Fla. 4th DCA 1984), *review denied*, 456 So.2d 1182 (Fla.1984). Charter sections 97 and 97.1 were originally enacted in 1964 (and amended in 1974), 40 years before the subject Charter section 4 language was adopted by the Town’s voters<sup>14</sup>. Therefore, as a matter of law, Charter section 4 prevails over Charter sections 97 and

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<sup>12</sup> Due to County Charter revisions, the correct citation is Article 6, section 6.03 of the Miami-Dade County Charter.

<sup>13</sup> “A basic rule of statutory construction provides that the Legislature does not intend to enact useless provisions, and courts should avoid readings that would render part of a statute meaningless.” *Id.* (quoting *State v. Goode*, 830 So.2d 817, 824 (Fla.2002)). “[R]elated statutory provisions must be read together to achieve a consistent whole, and ... ‘[w]here possible, courts must give full effect to all statutory provisions and construe related statutory provisions in harmony with one another.’ ” *Woodham v. Blue Cross & Blue Shield, Inc.*, 829 So.2d 891, 898 (Fla.2002) (quoting *Forsythe v. Longboat Key Beach Erosion Control Dist.*, 604 So.2d 452, 455 (Fla.1992)).

<sup>14</sup> See, “FACTUAL BACKGROUND” at I, hereinabove.



97.1 as the last expression of legislative intent on the subject of permissible elections for ballot questions proposing amendments to the last paragraph of Charter section 4, which interpretation results in the following:

- Surfside elections to amend the last paragraph of Charter Section 4 may be held only during the Town’s General Election; and
- Surfside elections to amend Charter provisions other than the last paragraph of Charter Section 4 may be held at either a Special or General Election of the Town.

Finally, it is significant to recognize that the relevant Town records have been reviewed, yet they fail to suggest that the Town Commission intended to permit amendments to the Section 4 language at other than a General Election<sup>15</sup>. It would appear, therefore, reading all of the above-cited Charter provisions in a manner to give effect to each and to fulfill the Legislature’s intent, that Section 4’s term “regularly scheduled election” should be interpreted to mean the Town’s General Election.

### III. CONCLUSION.

Based upon the above analysis, it is my opinion that the language in the final paragraph of Town Charter Section 4, requiring elections to amend such language occur at a “regularly scheduled election of the Town of Surfside”, constitutes a restraint (albeit lawful) upon the Town with regard to the scheduling of such election, limiting such matter’s placement to a Surfside General Election ballot (i.e., the third Tuesday in March of any even-numbered year). The Town Commission may wish to consider a future amendment to Charter section 4 whereby future Section 4 amendments are not limited to placement on a Town ballot during the Surfside General Election.<sup>16-17</sup>.

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<sup>15</sup> The fact that the subject 2003 amendment to Charter Section 4 was placed on the Town’s 2004 General Election ballot supports the conclusion herein that the Town’s legislative intent was to ensure such amendments’ presentation to Town voters during a (“regularly-scheduled”) Town General Election. “Where a doubt exists as to the meaning of words, resort may be had to the surrounding facts and circumstances to determine the meaning intended”. *St. Lucie County Bank & Trust Co. v. Aylin*, 94 Fla. 528, 114 So. 438 (1927) Although the Town Commission’s subsequent action in placing a Section 4 amendment on the Town’s November 2012 ballot may possibly be interpreted as an indication of legislative intent, the Town’s records are devoid of any discussion of the issue.

<sup>16</sup> Nowhere else in the Town Charter is there a provision restricting placement of a particular Charter amendment to a specific ballot.

<sup>17</sup> Final postscript relative to future Town elections: in general, a private party may pay the Town’s election expenses related to proposed Charter amendments. See, Florida State Division of Elections Opinion 13-06.



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**Date:** December 8, 2020  
**Prepared by:** Mayor  
**Subject:** Cancel Culture in Surfside

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**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](http://www.dying2live.com).

Greetings from Canada:

You seem to have hit a nerve, by your courage to open the eyes of concerned Christians worldwide, and have brought the truth about what really is going on, in the Holy Land.

We will study your site thoroughly, and please don't let WND or Debka File discourage you, they are just Jewish propaganda media, who thrive on their own egos and arrogance, and promote hate news at the expense of God fearing freedom loving human beings.

There are 13 million Jews in the world, who threaten 6 billion humans' lives, with a nuclear holocaust, in order to expand their territory and dominate the middle east +.

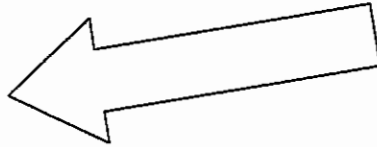
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [740 BC], FOR THE FIRST TIME. If God wanted the Jews to rule over Israel , our Holy Scriptures would say so, but Bible says the opposite and many American Politicians and Religious leaders have been hoodwinked.

I hope you continue your campaign for JUSTICE, and if I can help, let me know.

A. Deacon

Beautiful. God Bless You.

Peter A. Sahwell



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Site: [www.bmjournals.com](http://www.bmjournals.com)

**Peter A. Sahwell** post on the General Medical Journal website:

Peter A. Sahwell,  
consultant  
*private business*  
33154

Send response to  
journal:  
Re: It's Hard to Argue  
with Facts

Whatever one thinks of Israel or Palestine, and forget about the rest of the Arab World, which is a human rights disaster and also has nothing to do with the propositions Dr. Summerfield puts forth, there can be no doubt that the Israeli military has deliberately savaged Palestinian society. Two years ago when the Israelis reoccupied most of the West Bank, there were innumerable reports of IDF personnel breaking into the offices of all manner of human services and cultural agencies and destroying written records, computer hard drives, and anything else that a people uses to record its own existence. Just two weeks ago, an IDF officer emptied his revolver into the lifeless body of a school girl, some 23 shots in all. And that's not an isolated incident. Women give birth in agony at checkpoints while IDF soldiers sit around doing nothing. Now there may be perfectly good hearted and progressive Israeli doctors and other citizens of that country who treat Palestinians humanely, but the structural injustice and inhumanity of the Israeli government and military toward the Palestian people, which started with European jews driving 700,000 Palestinians from their homes and literally razing some 420 of their villages in 1947-48, continues to this day. The documentation is endless and nauseating. There will be no peace until justice is done.

Competing interests: None declared

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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

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*Responses to Sahwell's letter:*

Posted on Thu, Apr. 25, 2002

### **Not culpable**

Peter Sahwell's April 23 letter states that Ariel Sharon "was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps."

This isn't the case. Both the Israeli investigation and a New York court found that Lebanese Christian forces, not Sharon, perpetrated the massacre.

The Kahan Commission did reprimand him for not stopping the massacre once word leaked out. However, no evidence ever was produced that Sharon knew in advance that Christian militants were going to kill Muslim civilians as well as Muslim terrorists known to be in the camps.

As Menachem Begin said at the time: "Christians kill Muslims, and everyone blames the Jews."

**DAVID HOSTYK**

Hollywood

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Posted on Fri, Apr. 26, 2002

## **British role in Mideast tragedies**

IN RESPONSE

In his April 23 letter, *Israel created through terrorism*, Peter Sahwell wrote of the bombing of the King David Hotel as an example of ``Zionist terrorism."

It is interesting to note that in the 1940s the King David Hotel was the British military headquarters, not a civilian target.

It is fascinating to note that the "Jewish terrorists" were called to the King David before the explosion so that everyone could evacuate the building.

Unfortunately, the British responded by barring the doors and re- fusing to let people leave because they were indignant that a Jew should dictate to his majesty's government.

Sahwell's anger might be better directed toward the British, not only for the death of his grandfather but for their treatment of the Arabs, particularly in Jenin. Following the assassination of a British district commissioner by a Palestinian in Jenin in the summer of 1938, British authorities decided that a large portion of the town should be blown up as punishment.

On Aug. 25, 1938, a British convoy brought 4,200 kilos of explosives to Jenin for that purpose. According to a recently declassified British report, in that operation and on other occasions, Arabs were forced to drive "mine-sweeping taxis" ahead of British vehicles where Palestinian terrorists were believed to have planted mines, in order to reduce British casualties.

Last, the letter's headline is misleading -- unless one considers the United Nations's vote that created the state of Israel an act of terrorism.

**RABBI KALMAN PACKOUZ**

Miami Beach

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***Most recently, Sahwell criticized a column in the Miami Herald about Yasser Arafat.***

### **Arafat didn't err**

The Herald's Nov. 12 editorial *Death of Yasser Arafat* was one-sided. Three Israeli prime ministers, including the current one, engaged in terrorist acts. Also, the editorial repeats the belief that Arafat rejected a great opportunity at Camp David. In fact, the offer was a West Bank crisscrossed with roads under Israeli control, Israeli-controlled water resources and scattered Israeli Defense Force outposts.

The editorial calls the West Bank and Gaza Strip "disputed territories." Historically, the only countries using the term have been Israel and the United States. Ariel Sharon in 2003 finally uttered the truth when he told the Knesset, ``You may not like the word, but what's happening [in the West Bank and Gaza Strip] is occupation."



**Some of Sahwell's more "local" writings**

HERE'S HOPING MAYOR'S

RESPITE IS SHORT-LIVED

**Editor,**

Surfside Mayor Paul Novack deserves better. After years of honest and outstanding service in a county and state where politicians generally are slimeballs, he regrettably is not seeking reelection.

One can only hope this respite from elected office will be short-lived and that he comes back to a leadership position in county government or the School Board, or maybe even back to lead Surfside.

One cause of Mayor Novack exiting the stage at this time no doubt stems from the abuse heaped upon him by the Friends of Surfside Cats.

In a country that spends \$30 billion annually on pet care, yet allows one-quarter of its children to live in poverty, where many people have such a warped view of animals that they throw birthday parties for them, dress them up in cute outfits, and send them to spas, Friends of Surfside Cats typifies this sense of confused priorities.

Jay Senter, one of the group's main supporters, who doesn't even live in Surfside, wrote a Dec. 7 letter to Neighbors in which he waxed emotionally and nauseatingly about PeeWee, Bippy, Boppy, Ding-a-Ling (I'm not making this up) and all the other cute, frolicking feral cats.

That such a truly minor issue as feral cat colonies is used as a club to help drive one of Florida's only progressive public servants from continuing in office is irresponsible.

**PETER SAHWELL**

**Surfside**

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SURFSIDE

RESIDENTS LOVE TOWN'S

CURRENT SENSE OF SELF

**Editor,**

Last week's obligatory negative letter about Surfside came care of real estate broker Marion Ott (*Cheapest is not always the best, Surfside, Aug. 8*).

You have to hand it to them, the forces of disgruntlement learned after the 2002 election at least to take the trouble of feigning interest in the town.

Apart from their generally whining tone, these carping letters show little sense of Surfside as a community of human beings; they do, however, betray their authors' wide-ranging obsession with property values.

What is lacking in the orchestrated wave of vituperation against former Mayor Paul Novack and current Mayor Tim Will is any positive value placed on building a healthy community.

Whereas Novack and Will have been part of and created numerous initiatives that relate to children and place a high priority on people, their opponents evince no passion about or have no new ideas concerning our youth or our elderly, or anyone for that matter except themselves and their sacred property.

Ms. Ott positively gushes about Miami Shores with its neat lawns and trees. Forget that most Shores residents probably couldn't afford their houses now, or that their children won't be able to afford to live there.

She also mentions Bal Harbour and Golden Beach, two little fantasylands that bring nothing to the table with regard to building or sustaining a middle-class community, even one as increasingly small and beleaguered as Surfside's.

My lawn is 90 percent weeds, and I have two plastic pink flamingos in front of my house. I hope we don't turn into the Stepford-like image of a real town that Ms. Ott and her ilk long for so desperately.

**PETER A. SAHWELL**

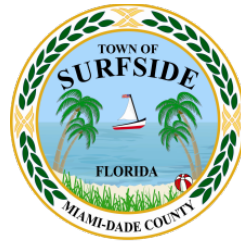
**Surfside**

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Sahwell uses an email address [andalus@mindspring.com](mailto:andalus@mindspring.com). "Andalus" is the term used for Southern Spain by the Arabs who conquered and ruled that region for nearly 800 years. Sahwell claims he is Palestinian. Why then does he use this "handle" in communications? Does he feel a kinship to Arabs who conquer land? Could it be related to the fact that Spain has become a hide-out for many Al-Qaeda terrorists?

**There are simply too many unanswered questions about Peter Sahwell.**

**Could Peter Sahwell be dangerous?**



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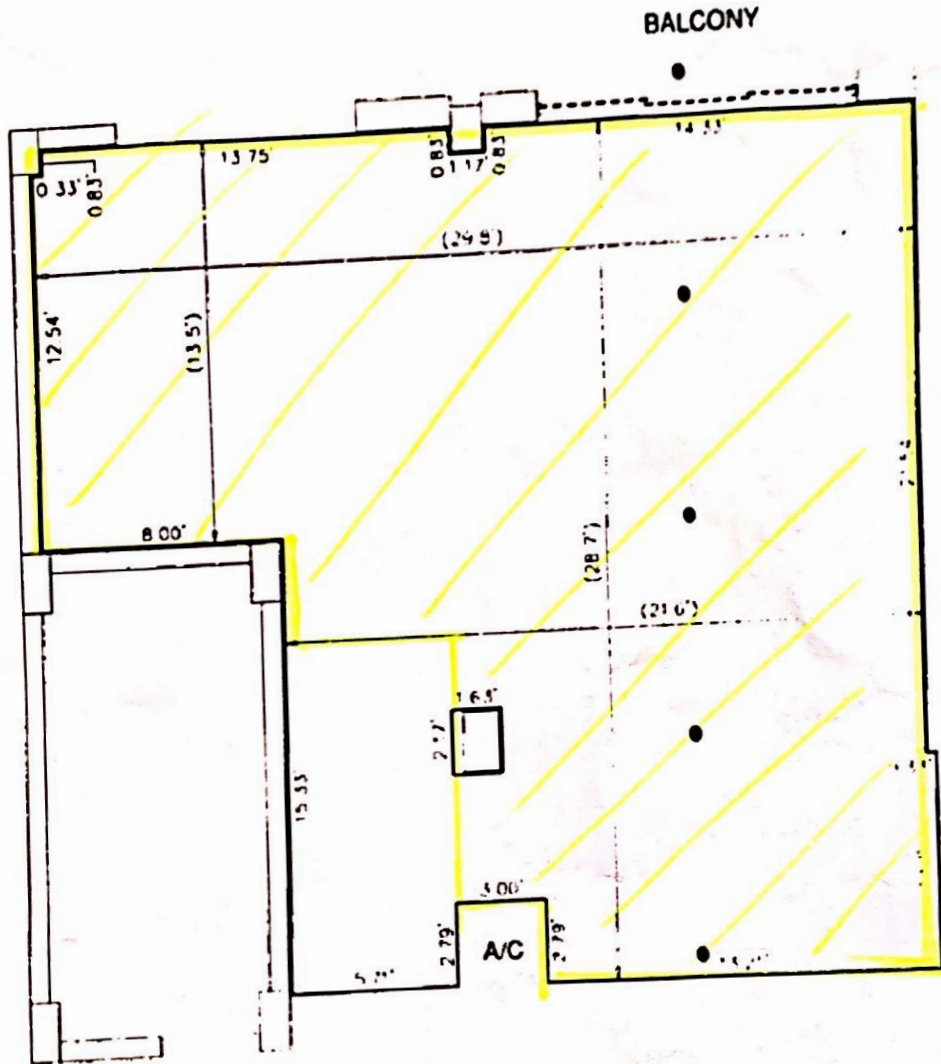
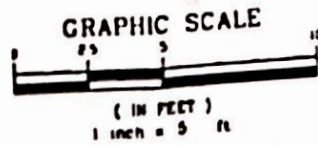
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# CARLISLE ON THE OCEAN A CONDOMINIUM

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

**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

19.0' - INDICATES MEASURED DIMENSION  
9.00' - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

**TYPE "THE ISLANDER"**

**EXHIBIT 2**

**SHEET 13 OF 22**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104  San Antonio TX 78258-4946		<b>CONTACT NAME:</b> Marianna Morandi <b>PHONE (A/C. No. Ext):</b> 888-973-0016 <b>E-MAIL ADDRESS:</b> marianna@farmerbrown.com <b>FAX (A/C. No):</b> 773-657-2010	
<b>INSURED</b> MF7 Services Corp 100 Bayview Dr Apt 1930  Sunny Isles Beach FL 33160-4743		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AIX Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12833	

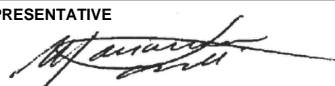
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> 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)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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**

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104  San Antonio TX 78258-4946		<b>CONTACT NAME:</b> Marianna Morandi <b>PHONE (A/C. No. Ext):</b> 888-973-0016 <b>E-MAIL ADDRESS:</b> marianna@farmerbrown.com <b>FAX (A/C. No):</b> 773-657-2010	
<b>INSURED</b> MF7 Services Corp 100 Bayview Dr Apt 1930  Sunny Isles Beach FL 33160-4743		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> AIX Specialty Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 12833	

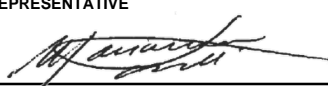
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> 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 (6<sup>th</sup> Edition).
4. Determine on plans level of alteration as per **FBC Existing Building**.
5. Please provide a clear and proper Scope of Work and indicate all work being performed.
6. Please provide proper Floor Plan to scale, show all interior wall divisions and label each room.
7. Please specify on plans if Plumbing fixtures are to be replaced in their same location.
8. Please show compliance with **FBC 1207 (Sound Transmission)**.
9. This review has been conducted to the extent that the information on the plans allow. Further comments may follow.





TOWN OF SURFSIDE  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

DATE: 11-16-20 NAME OF THE JOB: \_\_\_\_\_

ADDRESS: 9195 Collins Ave TYPE OF CONSTRUCTION: PLBG

- ① DERM
- ② PLANS LACK CLARITY. PROVIDE 2 SETS OF PLANS AS PER THE FLORIDA BUILDING CODE, 2017, BLDG. SECTION 107.1, 107.2.1.
- ~~③ SHOW LOCATION OF BATHROOMS ON PLANS.~~
- ~~④ PROVIDE A SCOPE OF WORK FOR PLBG ON PLANS~~

- ② CONTRACTOR RCL 11/16/20
  - ① DERM
  - ② PLANS LACK CLARITY. PROVIDE PLANS NOT WRITTEN IN INK, SEE FBC 2017, BLDG, 107.1 107.2.1

- ③ RCL 11/23/20 Bob 305-216-9276
  - ① DERM RCL 12.9.20



PERMIT NO.

APPLICATION NO.

AMOUNT DUE

# BUILDING PERMIT APPLICATION

2017 FLORIDA BUILDING CODE IN EFFECT

PERMIT TYPE: (Check one)

- Structural  
  Mechanical  
  Electrical  
  Plumbing  
  Other  
  Roof

<b>JOB ADDRESS:</b> 9195 Collins Ave, unit 1013, Surfside, FL 33154			
<b>OWNER'S NAME:</b> A AND M TEAM			
<b>OWNER'S ADDRESS:</b> 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141			
<b>CITY:</b> Miami Beach		<b>PHONE#</b> (240) 421-6466	<b>FAX #</b>
<b>FEE SIMPLE TITLE HOLDER'S NAME:</b>		<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b> MARINA KOSTIC		<b>PHONE#</b> (240) 421-6466	
<b>EMAIL ADDRESS:</b> mkostic.2020@gmail.com			
<b>CONTRACTOR:</b> FLAVIENNE SAINT ANNA M ANASTACIO			
<b>MAIL ADDRESS:</b> 100 Bayview DR #1930			
<b>CITY:</b> Sunny Isles Beach		<b>STATE</b> FL	<b>ZIP CODE:</b> 33160
<b>PHONE #</b> (786) 780-1766		<b>FAX #</b>	<b>EMAIL:</b> mof7services@gmail.com
<b>CERT COMPETENCY:</b> DOPR		<b>STATE REGISTRATION:</b> FL CGC1527388	
<b>LOT</b>	<b>BLOCK</b>	<b>PRESENT USE:</b>	<b>PROPOSED USE:</b>
<b>FOLIO NUMBER:</b> 14-2235-043-0940		<b>SUBDIVISION:</b>	
<b>NO. OF STORIES</b>	<b>OFFICES:</b>	<b>FAMILIES:</b>	<b>BEDROOMS:</b>
<b>BATHS:</b>	<b>TYPE OF WORK:</b>	<b>ALTER</b> <input type="checkbox"/>	<b>REPAIR</b> <input type="checkbox"/>
<b>ADD</b> <input type="checkbox"/>	<b>NEW</b> <input type="checkbox"/>	<b>REPLACE</b> <input checked="" type="checkbox"/>	<b>OTHER</b> <input type="checkbox"/>
<b>VALUE OF WORK (Total all Trades):</b> \$6,000		<b>SQ. FT. (TOTAL)</b>	<b>LINEAR FEET</b>
<b>DESCRIBE WORK:</b> REMOVE AND INSTALL TILE FLOORING, EXCEPT BALCONY AND BATHROOM.			
<b>ARCHITECT/ENGINEER'S NAME</b>			
<b>ADDRESS:</b>			
<b>PHONE#</b>		<b>FAX#</b>	<b>EMAIL</b>
<b>MORTGAGE LENDER NAME:</b>			

**MORTGAGE LENDER'S ADDRESS:**

*Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.*

Initial this Page: \_\_\_\_\_

**OWNER'S AFFIDAVIT:** I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

**WARNING TO OWNER:** YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

CONTRACTOR:  
(Print Name): FLAVIENNE SANTANNA

OWNER:  
(Print Name): MARINA KOSTIC

SIGNATURE Flavienne Santanna  
STATE OF  
FLORIDA  
COUNTY OF Broward

SIGNATURE: [Signature]  
STATE OF FLORIDA  
COUNTY OF Dade

Sworn to (or affirmed) and subscribed before me  
this 20<sup>th</sup> day of May, 20 20  
by FLAVIENNE SANTANNA

Sworn to (or affirmed) and subscribed before  
me  
this 22 day of May, 20 20  
by Marina Kostic

NOTARY: \_\_\_\_\_

NOTARY: \_\_\_\_\_

SEAL: 

SEAL: 

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification Produced Maryland Driver License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY \_\_\_\_\_

AUTHORIZED BY \_\_\_\_\_



# OFFICE OF THE PROPERTY APPRAISER

## Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
<b>County</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
<b>School Board</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
<b>City</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
<b>Regional</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



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TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

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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

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This item can be picked up TODAY local time)
51 pieces in stock - Miami Garde
Check Other Stores
Have it Delivered - Charges May

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- 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. Designed for use with engineered wood plank, wood parquet and laminate floors. Used where sound-control is required, specified or desired.

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



**EZ Foam Underlayment**  
 Size: 100sqft. 4ft. x 25ft.  
**\$26.99 / piece**



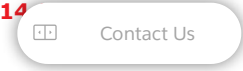
**Eco Ultra Quiet Premium Acoustical Underlayment**  
 Size: 450sqft. 6ft. x 75ft.  
**\$297.00 / piece**



**Floor Muffler LVT UltraSeal Floor Underlayment**  
 Size: 100sqft.  
**\$0.22 / sqft**



**Roberts Silicone Vapor Shield Underlayment for Wood Floors**  
 Size: 200sqft. 33.5in. x 72ft.  
**\$14**



**12mm Cork Underlayment Sheets**  
 Size: 150sqft.  
**\$269.99 / piece**

### TOP RECOMMENDATIONS



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

**Date: 12/31/2020**

**Prepared by: Mayor**

**Subject: High Water Bill**

---

**Objective:** To reduce water bills by removing the burden of paying the millions of loans incurred by the former administration from water users only.

**Consideration:** ? No idea what this means.

**Recommendation:** Pass the plan to rebate the costs of the loan payments to water bill payers.



# Town of Surfside

Charles W Burkett  
1332 Biscaya Drive  
Surfside FL 33154

For payments or questions:  
9293 Harding Avenue  
Surfside Florida 33154

Mon - Fri 9:00 AM - 5:00 PM  
Phone: 305-861-4863

ACCOUNT NUMBER	05-05050-00
BILLING DATE	12/18/20
LAST BILL AMOUNT	\$621.93
YOUR LAST PAYMENT	-\$621.93
ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$483.90
<b>TOTAL AMOUNT DUE</b>	<b>\$483.90</b>
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	\$34.16
TOTAL STORMWATER			

**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

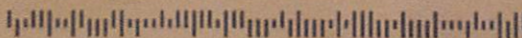
Amount Enclosed \$ \_\_\_\_\_

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, 2<sup>nd</sup> 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, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Date: 3/17/2021**

**Prepared by: Mayor**

**Subject: Purchase or Lease of Electric Vehicle for Downtown Use**

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**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](http://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, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Date: 3/17/2021**

**Prepared by: Mayor**

**Subject: One-way automatic gate at 96<sup>th</sup> Street and Bay Drive**

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**Objective: To stop traffic from entering Bay Drive at 96<sup>th</sup> Street and provide a 'freeze gate' button for children crossing Bay Drive at 96<sup>th</sup> Street.**

**Recommendation: Approve the gate.**



**Town of Surfside  
Town Commission Meeting  
April 13, 2021  
7:00 pm**

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

**Date: 3/23/2021**

**Prepared by: Mayor**

**Subject: Draconian fines for residents**

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**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 <sup>vice Mayor</sup> Commissioner Tourgeman, second by Commissioner Olchyk.

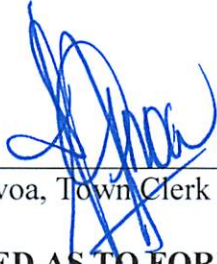
**FINAL VOTE ON ADOPTION**

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

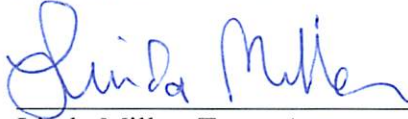
Attest:



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Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**



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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, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Date:** 4/2/21

**Prepared by:** Mayor

**Subject:** Surfside's brand name, Miami's uptown beach town.

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**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, 2<sup>nd</sup> Floor  
Surfside, FL 33154

**Date:** April 2, 2021  
**Prepared by:** Commissioner Charles Kesl  
**Subject:** Daylight Plane requirement for new construction

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**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.

**Town Manager Performance Evaluation Rating Summary**  
**June 2021**

Town Manager: Andrew Hyatt

Evaluation Criteria/Ratings											
Elected Official	Individual Characteristics	Professional Skills and Status	Relations with the Town Commission	Policy Execution	Reporting	Citizen Relations	Staffing	Supervision	Fiscal Management	Community	Average Rating
Mayor Burkett	see attached	see attached	see attached	see attached	see attached	see attached	see attached	see attached	see attached	see attached	
Vice Mayor Paul Kesl	4.6	4	3.8	4	3.8	4.4	4.2	4.2	3.8	4	4.08
Commissioner Salzhauer	4	3.2	3.4	3.8	3.8	3.6	3.4	4.2	2.6	3.2	3.52
Commissioner Velasquez	4	3.4	3.2	3.4	3.6	3.6	3.6	3.4	3.2	3.2	3.46
	5	4.4	4.4	4.2	4.2	4.8	4.4	4.75	4	3.8	4.395
<b>Average Rating</b>	4.4	3.75	3.7	3.85	3.85	4.1	3.9	4.1375	3.4	3.55	3.8638

## Sandra McCready

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**From:** Mayor  
**Sent:** Sunday, May 30, 2021 2:24 PM  
**To:** Sandra McCready  
**Subject:** RE: June 8, 2021 Regular Town Commission Meeting Agenda

Sandra,

After reviewing the evaluation form and attempting to fill same out, I found that there were questions that I could not honestly answer – because I don't know the answers.

Moreover, not answering the questions I could not answer, would have, according to the rating system on the sheet, unfairly penalized Mr. Hyatt.

For my evaluation, please submit the following.

Mr. Hyatt, has exceeded my expectations in the role of Town Manager. Given the feedback I have received from Town employees and residents, he is proactive, respectful, competent, assiduous and dedicated in his duties.

His work product is great, he “makes things happen” and seems to be very well liked.

We are lucky to have hired him and, on the scale found on the evaluation sheet you sent out, I would give him an overall 5.

If you have any other questions, please do not hesitate to contact me.

Thank you.

**Charles W. Burkett**  
**Mayor**



Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 861-4863  
Mobile phone: (305) 992-7965

“The Constitution of the United States is a law for rulers and people, equally in war and in peace, and covers with the shield of its protection all classes of men, at all times and under all circumstances. No doctrine involving more pernicious consequences was ever invented by the wit of man than that any of its provisions can be suspended during any of the great exigencies of government.” Ex Parte Milligan, Supreme Court of the United States, 1866.





**Town of Surfside  
Town Commission Meeting  
June 8, 2021  
7:00 pm**

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

**Date:** May 28, 2021

**Prepared by:** Charles Kesl

**Subject:** Abandoned Sports Equipment on Streets, unmarked unattended

**Objective:** Accountability for Sports Equipment including Basketball Nets on Town streets, of unknown origin, ownership and accountability.

**Consideration:**

Basketball nets and other sports equipment show up on Town streets, and are left for days, weeks and years, often with little or no use. The gear poses a hazard from wind or passersby pushing over, not to mention tropical storms and hurricanes. Hurricane season starts now, June. The gear takes up parking spaces, prevents the streetsweeper from sweeping in its position, often curbside. The equipment collects debris heading downhill to the sewer drain. The equipment is of unknown origin and serves sports enthusiasts sporadically from time to time from a home or two or more, as well as those walking to the area from areas nearby.

Who is accountable for the equipment in a hurricane or if at anytime it falls or tips over, damages a vehicle or injures a person or child?

Why is it allowable for this use of public spaces for private uses but there are signs at street ends that sprung up: "No Kayak Launching", "No Kayaks", and "No Kayaking" depending on the mood, message or perhaps resident complaint of the day. I have seen no one store his or her canoe, Sunfish sailboat, Windsurfer, dinghy, raft, kayak, or paddleboard on an off-street public right of way, beyond the street end, for an hour or a day, certainly not for months or years. Basketball nets in Town have at certain locations become semi-permanent fixtures on public streets themselves, not just on off-street right of ways. Children discover and play as if it was a safe Town sanctioned activity, when it is not in a safe park it is in a public street with car transportation posing a constant threat to safety.

If sports equipment is allowed to remain in our public streets unchecked, why not mulch drop off depositories to be shared among neighbors? Why not bookstands to "lend a book, borrow a book"? Why not "Fruit or vegetable sharing baskets" or "share a plant" bins with

propagated cuttings of sustainable, Florida friendly native and non-native flora samples? Composting bins to dump food waste? Retention barrels for water collection and rainwater access – better than saline rich and mineral heavy well water that can scorch your lawn and stain and discolor your swimming pool? These are all I argue better ideas than abandoned top-heavy and inconsistently maintained sports gear in our streets, which as we often talk about are confronting high risk speeding vehicles.

**Recommendation:**

Apply common sense and safety to this issue. Just as other things from trailers to bulk items are not allowed to be left unattended over time on our streets or adjacent right of ways, sports equipment should simply be removed after use. Customary use of the streets for stickball, hopscotch and catch are fine.

For sports equipment left behind or abandoned, notices or other alerts can be distributed to adjacent property owners to give notice in the first year so as not to surprise anyone who may be used to the nonchalant approach. Abandoned equipment should be removed by Code enforcement and can be repurposed and donated to not for profits such as the YMCA and YWCA, and Boys and Girls Clubs, and public and secondarily private, not for profit schools. Do not license equipment for street use or provide operator permits as done with beach furniture. High maintenance, confusing, unnecessary on public streets which have a history of customary uses as well as uses not permitted. This is also similar to the history of public beaches, which shared the history of customary uses as well as uses not permitted, for nearly a century, before beach furniture operator formal permitting process sanctioned a special right of special access only for certain private business enterprises, hotels and condominiums.



# MEMORANDUM

**To:** Commissioner Eliana Salzhauer

**Cc:** Mayor Charles Burkett  
Vice Mayor Tina Paul  
Commissioner Nelly Velazquez  
Commissioner Charles Kesl

**From:** Tim Milian, Parks & Recreation Director  
thru Andrew Hyatt, Town Manager

**Date:** June 22, 2021

**Subject:** Epinephrine Auto-Injectors (EpiPen) Policy Discussion

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The request for consideration to the Town of Surfside stocking EpiPens was first brought to the Parks and Recreation Committee members on November 26, 2018. Commission liaison, Commissioner Tina Paul, was asked to bring the item forward for Commission direction. On June 11th, 2019 the stocking of EpiPens at the Surfside Community Center and 96<sup>th</sup> Street Park was vetoed by the Commission.

On May 14th, 2021, Commissioner Salzhauer requested that the stocking of EpiPens at the Surfside Community Center and 96<sup>th</sup> Street Park be placed on the June Commission meeting agenda. Due to the passed submission deadline, it was agreed to be placed on the July agenda.

The majority of information in the memorandum from June 11th, 2019 Commission Meeting is still accurate with a few highlighted changes.

Since then, the Parks and Recreation Department has researched the operational feasibility of Surfside stocking and administering EpiPens for severe allergic reactions. Through professional outreach and contact with the Florida Recreation and Parks Association and other municipalities, we have been unable to identify any municipality within the State of Florida that currently has an EpiPen program in place.

The Florida League of Cities (League) was also contacted again in May 2021 to ascertain if it was aware of any municipalities that had/have implemented an EpiPen program; the League was not aware of any existing programs. Additionally, the League informed the Town there could be significant liability upon the Town should non-medical personnel administer the pen acting in the capacity of a Town employee.

Jonathan Jaramillo from Florida League of Cities recommended that the Town not adopt an EpiPen program for the following reasons:

1. Will expose the town to higher liability;
2. No other municipality has EpiPen programs and hence no coverage with FMIT or program as a result of point #1; and

3. EpiPen are not generic and are prescribed by a physician based on his/her patient's characteristics.

The following information has been ascertained by the Parks and Recreation Department:

- Miami-Dade County Public Schools do not have an EpiPen program in place (May 2021).
- Haulover Rescue Station 21 is 1.6 miles away from the Community Center. This station is normally the first to respond when Surfside calls Emergency Medical Services. Typical response time is approximately 5 - 8 minutes.
- The State of Florida has adopted Sections 381.88 and 381.885, Florida Statutes, governing emergency administration of EpiPens. In order to stock and administer EpiPens, an "authorized health care practitioner" is required to prescribe the EpiPen in the name of the "authorized entity". The Office of the General Counsel, Florida Department of Health, has advised and confirmed that the Town of Surfside and the Community Center appear to meet the statutory definition of an "authorized entity" who may acquire and stock EpiPens pursuant to a prescription. When asked as to how the Town would obtain a prescription for the EpiPens from an "authorized health care practitioner", the Department of Health would not provide legal advice on how to obtain a prescription on behalf of the Town of Surfside, and indicated that the individual certified pursuant to Section 381.88, Florida Statutes, would obtain a prescription from their health care provider. The authorized entity would designate employees or agents who have undergone training and have obtained a certification to administer life-saving treatment as responsible for the storage, maintenance, administration and general oversight of the EpiPens acquired by the authorized entity.
- Lifeguard certifications do not cover the administration of the EpiPens; however, lifeguards are trained to assist an individual self-administering an EpiPen.
- Current job descriptions do not require the American Red Cross EpiPen training; therefore, training, job duties and reclassification will be necessary, resulting in a one-time total cost of \$18,000.
  - o EpiPen Program Supervision: Superintendent and Aquatics Supervisor
    - Responsible for organized program implementation, ensuring integrity and delivery standards are met, organizing regular staff trainings, purchasing and stocking the products, monitoring the condition of the prescriptions and overall day-to-day program supervision.
  - o EpiPen Administration Staff: 13 current Full Time Parks and Recreation staff members, subject to expand coverage to include Part Time staff.
    - Responsible for participating in all required EpiPen trainings and for administration of injection according to regulated training should a patron or visitor experience anaphylaxis.

The American Red Cross offers a 45-minute training course that would certify staff to administer the EpiPens.

- Anyone of any age can receive the American Red Cross EpiPen administration certification, not limiting the certification to lifeguards exclusively.

Eligible Staff would then have to be approved and certified by the State:

- In order to be approved and certified by the State, each applicant must be 18 years or older (not all of the lifeguards and staff are over 18 years of age), must successfully complete an educational training program or hold a current state emergency medical technician certification.

Thorough trainings and certification would be vital for the personnel.

Examples such as the inherent risks in applying an EpiPen if not needed would be identified. This wrongful administration would present the risk including, but not limited to: increased heart rate, local reactions, injection site pallor, coldness and hypesthesia or injury at the injection site resulting in bruising, bleeding, discoloration, erythema or skeletal injury.

The breakdown of the cost below is only the upfront cost of training, obtaining certifications and purchasing the EpiPens.

- American Red Cross Course: \$12 for certification, expires every 2 years and takes 45 minutes to complete.
- Department of Health Certification: \$25 and expires March 1<sup>st</sup> of odd years (ex. 2021).

Number of Staff	Location	Equipment (1 = 2 pack)	Costs
13 FT Employees 27 PT Employees	Community Center	1 adult, 1 junior at CC 1 adult, 1 junior at park	Staff \$1,480*( <b>**</b> ) Equipment \$1,440

\*Excluding turnover and is subject to change based on department staffing. \*\*Excluding the additional cost of having facilities staffed during all hours of operation.

From May 2020 to May 2021, the town has had a turnover of 3 full time and 12 part time employees.

Estimated cost of EpiPens (the two pens listed below have a duration or life of 12 months):

Product	Strengths	Price (quote received)
EpiPen; EpiPen Jr.	.15 mg; 3 mg	\$786.78 (.3mg) \$963.39 (.15mg)
Auvi-Q	.1 mg; .15 mg; .3mg	\$5,125 (.1mg) \$5,125 (.15mg) \$5,125 (.3mg)
Generic Brand	.15 mg; 3 mg	\$449.99 (.3mg) \$449.99 (.15mg)

If the EpiPen program were to be implemented, First, the Town would need to obtain additional direction and confirmation from the State Department of Health on how to obtain a prescription for the EpiPens in the name of the Town under Section 381.88, Florida Statutes (the most current State Department of Health opinion provides that the prescription would need to be issued to the certified individual). Secondly, staff would have to be properly trained and certified for the program. Thirdly, the Town would need to identify and engage an "authorized health care practitioner" (unknown cost) to prescribe the EpiPens. Fourth, the Town would need to schedule and have certified individuals on hand during all days of operation, authorized to administer the EpiPens. An estimated start date cannot be adequately provided, due to the unknown resources that are necessitated by the program and the ability to secure them. If the program was developed and implemented, it would be a continuous program with no end date. Factors such as an agreement with an "authorized health care practitioner" or unknown policies could affect the term of the program.

The Administration is seeking direction from the Town Commission on whether to conduct further evaluation of the EpiPen program and create a plan for the implementation of the program.



**Town of Surfside  
Town Commission Meeting  
August 10, 2021  
7:00 pm**

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

**Date:** 6/23/21

**Prepared by:** Mayor

**Subject:** Private security service

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**Objective:** Hire private security services for the business and residential district

**Recommendation:** It is clear that the challenges over the last year have increased the need for additional policing. Surfside has a small police force that is being tasked with an overwhelming number of requests for service. Beach Policing, double parking, increased homeless and other necessary imperatives are infringing on our Police Departments regular duties and their ability to effectively do their work.

**Solution:** Hiring additional police officers has become extremely challenging recently. Given same, as a stop-gap measure, many municipalities, including our neighbor Miami Beach, has undertaken to hire private security services to supplement their police force. Surfside needs to do the same. Additionally, there may be federal funds available given newly released information from the US government.



**Town of Surfside  
Town Commission Meeting  
August 10, 2021  
7:00 pm**

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

**Date:** Memo for Discussion at Tues August 10, 2021 Commission Meeting  
**Prepared by:** Commissioner Eliana R. Salzhauer  
**Subject:** Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe.

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**Objective:** To secure the health, safety, and welfare of the Surfside community.

Take swift action to improve upon the County’s current building re-certification schedule and standards. Implement “Don’t Wait...Accelerate” action plan as outlined in the attachments. Reduce 40-year inspections to 30-year and add the requirement of geotechnical subterranean testing to ensure that buildings are stable both above and below ground.

Such voluntary measures have recently been “requested” by Surfside’s Building Department & Engineering experts. Surfside needs to take the next logical step and REQUIRE that these changes be adopted for all multifamily, commercial, and hotel structures over 3 stories.

Surfside’s Commission should give legal counsel clear direction to proceed with a 1<sup>st</sup> reading of those changes at our next Commission meeting.

Additionally Surfside should aggressively pursue all legal recourse to secure KCE Structural Engineers’ access to the Champlain South site to conduct a full scientific investigation of the circumstances that caused or contributed to the tragic collapse.

**Consideration:**

From that unforgettable 1<sup>st</sup> phone call on June 24<sup>th</sup> at 1:30am from our Town Manager, and through the difficult weeks that have followed, watching our community rise to the challenges of comforting Champlain South survivors, bereaved families, and each other through this unprecedented horror has been truly inspiring. With the eyes of the world watching, our tiny town sprang into action, mobilizing resources and turning “thoughts and prayers” into action.

We set aside our differences and rolled up our sleeves to assist in every way possible, from feeding families and frontline workers, to fundraising for friends who had lost everything. Bad things happened to good people and great neighbors responded.

But even after every victim is laid to rest, Surfside’s grieving journey is far from over. Of the hundreds of old buildings in Miami, why did this unspeakable tragedy occur in Surfside? Perhaps because Surfside is uniquely positioned to transform this tragedy into triumph. To ensure that every angle is





**Town of Surfside  
Town Commission Meeting  
August 10, 2021  
7:00 pm**

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

investigated and that real changes are made to building codes and inspection protocols to ensure that this never happens again. To ensure that our loved ones did not perish in vain.

Even life in a paradise can be tragically unpredictable. Action & Inaction can have life-altering consequences. Let's recognize the Champlain South collapse for the wake-up call to action that it is.

Reducing the 40-year re-certification inspections to 30 years and requiring geotechnical subterranean testing is a good start. The Commission should solicit Jim & Allyn's input on any other immediate changes they would like to see that would secure our residents' safety.

There may be additional beneficial changes such as the requirements outlined in the attached link below.

While we've been told that the County is "working on it" we cannot wait for the glacial pace of big government to remedy.

Our Commission's allegiance is to the residents of Surfside - their health, safety, & welfare must take precedence over politics.

Now that we have been put "on notice" that the current 40-year recertification process is insufficient, it would be inexcusable to not tighten standards and close loopholes. We cannot, in good conscience, wait around for a "perfect" solution from the County knowing how defective the current protocol is.

Thoughts and prayers are not sufficient. We need real change, and we need it as soon as possible.

Additionally, we need to secure Allyn's access to the Champlain South site to conduct his scientific structural investigation. Our residents support escalating that request at all levels. Every day that passes without access is a day without answers in which valuable evidence may be lost.

On another note, it is ethically and morally repugnant for any developer to rebuild on the Champlain South graveyard. Every Surfside resident and US taxpayer has shared the financial and emotional burden of responding to this disaster. Every Surfside resident has been forever scarred by this collective trauma. The site should be donated to the public or purchased by the state at cost (not profit) to be used as a memorial park.



**Town of Surfside  
Town Commission Meeting  
August 10, 2021  
7:00 pm**

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

We can never undo the emotional toll and lives lost, but we can take steps to ensure that our beloved residents did not perish in vain. We need to take an active role in ensuring that changes are made, justice is served, and that their memories never be forgotten.

The following documents and link are attached to this memo in support of these changes:

1. "Notice to Building Owners: Don't Wait....Accelerate" Memo from Surfside Building Official James McGuinness dated July 1, 2021
2. Letter to Surfside Residents from Mayor Burkett "Properties East of Collins Avenue; Structural Assessment Recommendations"
3. KCE Structural Engineers Memo #1 "Recommended Structural Engineering Evaluations for Multifamily or Commercial Multi-story Structures.
4. Cyber Citizens for Justice "Necessary Changes to Prevent Another Catastrophe"  
<http://www.ccfj.net/CCFJPropNecChanges.htm>
5. Miami Dade County structural-recertification requirements
6. Miami Dade County electrical-recertification requirements

**Recommendation:**

1. **Direct Surfside's legal counsel to implement the re-certification changes & testing recommended in the attached memos ASAP so that Surfside's residents can have peace of mind.**
2. **Direct Surfside's legal counsel to pursue all legal recourse, including litigation, to escalate requests to secure Allyn Kilsheimer & KCE Engineering access to the Champlain South site. Immediate access is required to conduct the testing necessary to ascertain which factors contributed to the building's collapse. Precious weeks have already been lost waiting "patiently" for access. Time is of the essence. Surfside's residents do not want to wait years for a federal agency's conclusions. KCE are competent professionals who will not undermine or impact the NIST and County investigation.**
3. **Draft a Resolution formally requesting that the Champlain site remain a memorial park.**



**NOTICE TO BUILDING OWNERS**  
**(MULTI-FAMILY, COMMERCIAL AND HOTEL STRUCTURES OVER 3 STORIES)**  
**RE: ACCELERATION OF 40 YEAR BUILDING RECERTIFICATION PROGRAM**  
**JULY 1, 2021**

Dear Property Owner:

Our deep condolences go out to the victims and families of the indescribable tragedy which has occurred in our community. In light of this tragedy and in an abundance of caution, we are requesting owners of buildings over 30 years old and over 3 stories in height to begin assessing their buildings for recertification in advance of their 40-year deadline.

We request all owners of structures over 30 years old and over three stories in height to follow the Miami-Dade 40 Year Recertification Program as found on these links:

<https://www.miamidade.gov/permits/library/structural-recertification.pdf>  
<https://www.miamidade.gov/permits/library/electrical-recertification.pdf>

In addition to hiring a Florida Registered Structural Engineer to perform the above analysis, we also request all property owners as referenced above, especially those with structures on the east (ocean) side of Collins Avenue, hire a Florida Registered Geotechnical Engineer to perform an analysis of the foundation and subsurface soils.

Please be advised it is the owner's responsibility to regularly maintain buildings per Miami-Dade Code Chapter 8-11. Please provide us with your written action plan by email to: [buildingpermits@townofsurfsidefl.gov](mailto:buildingpermits@townofsurfsidefl.gov) within 30 days of this notice. Reports can be submitted to the same email address once they are completed.

Thank you in advance for your attention to this important matter. Should you have any questions, please address them to the above email so the appropriate staff member can contact you and address your concerns.

Sincerely,

**James P. McGuinness EI, CBO, CFM, MCP, LEED AP BD+C**

Building Official  
Town of Surfside  
9293 Harding Avenue  
Surfside, Florida 33154  
Phone (305) 777-2164 Ext. 231  
[jmcguinness@townofsurfsidefl.gov](mailto:jmcguinness@townofsurfsidefl.gov)



## TOWN OF SURFSIDE

MUNICIPAL BUILDING  
9293 HARDING AVENUE  
SURFSIDE, FLORIDA 33154-3009

Telephone: 305 861-4863

Re: Properties East of Collins Avenue  
Structural Assessment Recommendations;

Dear Building Owners, Managers, and Residents:

In the aftermath of the horrific tragedy that has so impacted our community, we are investigating the cause(s) of the Champlain Towers South collapse. To that end, the Town has retained a world-renowned structural engineering consultant, Mr. Allyn Kilsheimer of KCE Engineering, to lead the investigation. Among other very significant experience, Mr. Kilsheimer was involved in the Pentagon structural analysis following the 9/11 attacks and consulted on the FIU bridge collapse.

While we do not yet know the results of the investigation, after consulting with Mr. Kilsheimer and Town administration, we believe it is important to understand the extent to which the conditions that may have contributed to the apparent structural/foundational failures at Champlain Towers South are occurring elsewhere among the Town's beachfront properties. Accordingly, we want to promulgate basic recommendations to assist you in assessing the structural safety of your property.

The recommendations involve retaining a licensed and experienced (1) structural engineer and (2) geotechnical engineer, to be guided by a methodology developed by Mr. Kilsheimer in consultation with our Building Official, as described in the attached memorandum.

The recommendations described in the memorandum should be undertaken for all buildings east of Collins regardless of their age. The recommendations are made in an abundance of caution based on the current status of the investigation. They are intended to serve as an interim methodology to afford residents some peace of mind until the forensic investigation progresses further. Additional recommendations may be forthcoming.

We are committed to do whatever is necessary to keep you as informed as possible as we further our investigation and develop additional recommendations.

Should you have any questions, please feel free to contact the Town hotline at 305-548-8351.

This is an incredibly difficult time, but we will get through this together.

Sincerely,

TOWN OF SURFSIDE

  
Charles W. Burkett  
Mayor

# KCE STRUCTURAL ENGINEERS, P.C.

CONSULTING ENGINEERS • 1818 JEFFERSON PLACE, N.W. • WASHINGTON, D.C. 20036

PHONE: 202-833-8622

[WWW.KCESTRUCTURAL.COM](http://WWW.KCESTRUCTURAL.COM)

FAX: 202-833-3877

## Memo #1

Date: July 7, 2021

To: Town of Surfside Building Official

RE: Recommended Structural Engineering Evaluations  
For Multifamily or Commercial Multi-story Structures

KCE Job No. 2021-11-05

The following recommendations are good engineering practice for assessing the structural conditions of multi-story multifamily and commercial multi-story structures, including buildings east of Collins Avenue.

1. Retain a State of Florida registered practicing geotechnical engineer to provide the following investigation:
  - Foundation
    - Review original geotechnical report for the original building design and confirm that it is consistent with what was built.
    - Have a multichannel analysis of surface waves (MASW) or electrical resistivity testing geophysical study completed.
  
2. Retain a State of Florida registered practicing design structural engineer to provide the following investigation, in no particular order:
  - Review structural drawings used for construction.
  - Basement Floor (lowest level below-grade)
    - Perform GPR (ground penetrating radar) to determine slab thickness and to locate reinforcing steel, if reinforced (conventional slab on ground or reinforced slab on ground).
    - Take one set of three concrete cores (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
    - GPR column for vertical reinforcing steel and lateral ties (measuring spacing) for the full height of that lift. Verify vertical column reinforcing splices.
    - Take one 1½" diameter maximum 3"-depth core in column (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and petrographic examination per ICRI standards. Immediately repair cored holes in accordance with ICRI industry standards.



Professional Registrations: AZ,DE,DC,FL,GA,IN,LA,MD,MA,NJ,NY,NC,PA,TN,TX,VT,VA,WV,NCEES



- First Floor
  - Remove finishes in one interior floor location and one exterior slab location.
  - GPR for slab thickness in the middle of the bay and at the column.
  - GPR for reinforcing steel in columns (vertical and ties) and slabs, as above.
  - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
  - GPR for slab thickness in the middle of the bay and at the column (not where other penetrations occur).
- Typical Floor (Floor 3 and one floor below roof)
  - If post-tension slabs, then confirm waterproofing protection of pull/dead ends at exterior and anchors
  - Remove finishes in one interior floor location and one exterior slab location.
  - GPR for slab thickness in the middle of the bay and at the column.
  - GPR for reinforcing steel in columns (vertical and ties) and slabs, as above.
  - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
  - GPR for slab thickness in the middle of the bay and at the column (not where other penetrations occur).
  - Take one 1½" diameter maximum 3"-depth core in column (after GPR to avoid reinforcing steel) for compressive strength testing per ACI standards and petrographic examination per ICRI standards. Immediately repair cored holes in accordance with ICRI industry standards.
- Roof
  - Peel back roofing in three areas to expose structural slab.
  - If post-tension slabs, then confirm waterproofing protection of pull/dead ends at exterior and anchors
  - GPR slab for reinforcing steel at each exposed area. Repair roofing.
  - Take one set of three concrete cores (after GPR to avoid reinforcing steel, not where other penetrations occur or within the column dimension from the column face) for compressive strength testing per ACI standards and one core for petrographic examination per ICRI standards. Repair cored holes in accordance with ICRI industry standards.
  - GPR for slab thickness in the middle of the bay and at the column.
  - Review rooftop mechanical equipment weights and support systems including antennas, dishes, mechanical units, and cooling towers.
- Elevators
  - Check elevator sheave beam (machine beam) supports.



## **NECESSARY CHANGES TO PREVENT ANOTHER CATASTROPHE**

Published July 17, 2021

Latest the Surfside tragedy should have taught all of us that necessary changes to the statutes regulating community associations are long overdue. We should stop the finger-pointing and concentrate on working on enacting these changes. No more watered down laws, no more lack of enforcement of existing laws and no more counting on "common sense."

Our legislators have the obligation to finally pass laws that will protect the families living in these community associations from financial abuse, outrageous special assessments they can't pay and seeing their loved ones killed in tragedies like we just saw in Surfside.

### **THESE ARE THE PROVISIONS THAT NEED TO BE IN THE BILL IF WE REALLY WANT TO DO WHAT NEEDS TO BE DONE:**

1. **RESERVE STUDIES:** Reserve studies should be done every 10 years, starting with the moment when the certificates of occupancy are issued. The reserve study has to be prepared by a licensed structural engineer or architect. These studies should be easily accessible to the owners (like on the association website). The reserves for structural maintenance and repairs
2. **MANDATORY RESERVES:** No more opting out by vote of owners! Fully funded reserves have to be mandatory and the money set aside has to be in the amount determined by the reserve study. Funding reserves has to start as well the day after the certificates of occupancy are issued. Reserve funds designated for structural maintenance/repairs can't be used for other purposes as intended, not even with vote of the membership.
3. **TURNOVER FROM DEVELOPER:** At the time of turn-over the developer has to turn over to the newly elected board of directors: Up-to-date reserve studies, accounting of fully funded reserves and all records dealing with the construction of the building, including a list of all contractors that were involved in the construction.
4. **CERTIFICATION REPORTS:** Every 10 years a licensed, specialized building engineer should issue a certification report, especially discussing possible structural problems the building may have developed. This report has to be made easily accessible to all owners – and a copy has to be given to the local building department. The department has to make sure that all structural problems determined in the certification report are being addressed by the association within 1 year. The person in charge of oversight has to be a licensed structural engineer. Remember: We had certification requirements in FS 718 before (**HB 995** – 2008 legislative session), but the provision was repealed in 2010, because of the pressure by realtors and the service industry.
5. **PROPERTY INSURANCE:** The amount of the property insurance has to be determined by a specialist who considers all the cost that would be necessary to rebuild a building using up-to-date building codes. As we have seen with the Champlain Towers South, a total property insurance of \$45million is just ridiculous.
6. **STRICT ENFORCEMENT:** All laws regulating community associations have to be strictly enforced by a government agency willing to do the required job. No more excuses by the employees of this agency, and no more creating policies behind closed doors circumventing the wording of the existing statutes. There is sufficient money in the **Condo Trust Fund** – and if HOAs are included – the annual cost for each owner could be lowered to \$2 – with more than enough money available to create a "Cadillac" of a government agency, an agency that is taking its job seriously. It is important to create a Community Association Fraud Task Force. Fraud, scams and embezzlement are plaguing our communities and owners need to be able to turn to law enforcement for help. Make any willful denial of a public record request a felony, in order to stop owners from having to file lawsuits in order to get important records (like engineering reports).

Considering the fact that more than 50% of Florida's population lives in community associations it is high time to protect these owners from developers and the so-called service-industry. I know that there will be a lot of resistance from all sides trying to implement these provisions, We will hear the common excuses used by the service-industry lobbyists: Too costly, burdensome to the owners, too much government regulation and interference -- and all the useless excuses we are hearing since 2004, when responsible legislators have filed owner-friendly bills trying to prevent disasters. And we have to protect the owners from themselves, who might complain that they can't afford the cost added to their cost of living by implementing these laws. What is more important: **LIVES OR MONEY?**

Legislators allowed this type of housing – called community associations – to be created. Now, that more than 50% of the Florida population lives in this kind of housing, it is the obligation of our elected officials to create laws – laws that are easily enforceable – to protect the lives and financial welfare of the families living in these community associations.





# GENERAL CONSIDERATIONS

## SCOPE OF STRUCTURAL INSPECTION

The fundamental purpose of the required inspection and report is to confirm in reasonable fashion that the building or structure under consideration is safe for continued use under the present occupancy. As implied by the title of this document, this is a recommended procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgment.

Such inspection shall be for the purpose of determining the general structural condition of the building or structure to the extent reasonably possible of any part, material or assembly of a building or structure which affects the safety of such building or structure and/or which supports any dead or designed live load, and the general condition of its electrical systems pursuant to the Building Code.

In general, unless there is obvious overloading, or significant deterioration of important structure elements there is little need to verify the original design. It is obvious that this has been "time tested" if still offering satisfactory performance. Rather, it is of importance that the effects of time with respect to deterioration of the original construction materials be evaluated. It will rarely be possible to visually examine all concealed construction, nor should such be generally necessary. However, a sufficient number of typical structure members should be examined to permit reasonable conclusions to be drawn.

**Visual Examination** will, in most cases, be considered adequate when executed systematically. The visual examination must be conducted throughout all habitable and non-habitable areas of the building, as deemed necessary by the inspecting professional to establish compliance. Surface imperfections such as cracks, distortion, sagging, excessive deflections, significant misalignment, signs of leakage, and peeling of finishes should be viewed critically as indications of possible difficulty.

**Testing Procedures** and quantitative analysis will not generally be required for five (5) structural members or systems except for such cases where visual examination has revealed such need, or where apparent loading conditions may be critical.

**Manual Procedures** such as chipping small areas of concrete and surface finishes for closer examinations are encouraged in preference to sampling and/or testing where visual examination alone is deemed insufficient. Generally, unfinished areas of buildings such as utility spaces, maintenance areas, stairwells and elevator shafts should be utilized for such purposes. In some cases, to be held to a minimum, ceilings or other construction finishes may have to be opened for selective examination of critical structural elements. In that event, such locations should be carefully located to be least disruptive most easily repaired, and held to a minimum. In an event, a sufficient number of structural members must be examined to afford reasonable assurance that such are representative of the total structure.

Evaluating an existing structure for the effect of time, must take into account two, basic considerations; movement of structural components with respect to each other, and deterioration of materials.

With respect to the former, volume change considerations, principally from ambient temperature changes, and possible long time deflections, are likely to be most significant. Foundation movements will frequently be of importance, usually settlement, although upward movement due to expansive soils actually may occur. However, it is infrequent in this area. Older buildings on spread footings may exhibit continual, even recent settlements if founded on deep unconsolidated fine grained or cohesive soils or from subterranean losses or movements from several possible causes.

With very little qualification, such as rather rare chemically reactive conditions, deterioration of building materials can only occur in the presence of moisture, largely to metals and their natural tendency to return to the oxide state in the corrosive process.

In this marine climate, highly aggressive conditions exist year round. For most of the year, outside relative humidity may frequently be about 90 or 95%, while within air-conditioned buildings, relative humidity will normally be about 35 to 60%. Under these conditions moisture vapor pressures ranging from about 1/3 to 1/2 pounds per square inch will exist much of the time. Moisture vapor will migrate to lower pressure areas. Common building materials such as stucco, masonry and even concrete, are permeable even with these slight pressures. Since most of our local construction does not use vapor barriers, condensation will take place within the enclosed walls of the building. As a result, deterioration is most likely adjacent to exterior walls, or wherever else moisture or direct leakage has been permitted to penetrate the building shell.

Structural deterioration will always require repair. The type of repair, however, will depend on the importance of the member in the structural system and degree of deterioration. Cosmetic type repairs may suffice in certain non-sensitive members such as tie beams and columns, provided that the remaining sound material is sufficient for the required function. For members carrying assigned gravity or other loads, cosmetic type repairs will only be permitted if it can be demonstrated by rational analysis that the remaining material, if protected from further deterioration can still perform its assigned function at acceptable stress levels. Failing that, adequate repairs or reinforcement will be considered mandatory.

Written Reports shall be required attesting to each required inspection. Each such report shall note the location of the structure, description of type of construction, and general magnitude of the structure, the existence of drawings and location thereof, history of the structure to the extent reasonably known, and description of the type and manner of the inspection, noting problem areas and recommending repairs, if required to maintain structural integrity.

## **EVALUATION**

Each report shall include a statement to the effect that the building is structurally safe, unsafe, safe with qualifications, or has been deemed safe by restrictive interpretation of such statements. It is suggested that each report also include the following information indicating the actual scope of the report and limits of liability. This paragraph may be used:

“ As a routine matter, in order to avoid possible misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee for any portion of the structure. To the best of my knowledge and ability, this report represents an accurate appraisal of the present condition of the building based upon careful evaluation of observed conditions, to the extent reasonably possible.”

## **FOUNDATION:**

If all of the supporting subterranean materials were completely uniform beneath a structure, with no significant variations in grain size, density, moisture content or other mechanical properties; and if dead load pressures were completely uniform, settlements would probably be uniform and of little practical consequence. In the real world, however, neither is likely. Significant deviations from either of these two idealisms are likely to result in unequal vertical movements.

Monolithic masonry, generally incapable of accepting such movements will crack. Such cracks are most likely to occur at corners, and large openings. Since, in most cases, differential shears are involved, cracks will typically be diagonal.

Small movements, in themselves, are most likely to be structurally important only if long term leakage through fine cracks may have resulted in deterioration. In the event of large movements, continuous structural elements such as floor and roof systems must be evaluated for possible fracture or loss of bearing.

Pile foundations are, in general, less likely to exhibit such difficulties. Where such does occur, special investigation will be required.

### **ROOFING SYSTEMS:**

Sloping roofs, usually having clay or cement tiles, are of concern in the event that the covered membrane may have deteriorated, or that the tiles may have become loose. Large deflections, if merely resulting from deteriorated rafters or joists will be of greater importance. Valley Flashing, and Base Flashing at roof penetration will also be matters of concern.

Flat roofs with built up membrane roofs will be similarly critical with respect to deflection considerations. Additionally, since they will generally be approaching expected life limits at the age when building recertification is required, careful examination is important. Blisters, wrinkling, alligating, and loss of gravel are usually signs of difficulty. Punctures or loss of adhesion of base flashing, coupled with loose counterflashing will also signify possible problems. Wind blown gravel, if excessive, and the possibility of other debris, may result in pounding, which if permitted, may become critical.

### **MASONRY BEARING WALLS**

Random cracking, or if discernible, definitive patterns of cracking, will of course, be of interest. Bulging, sagging, or other signs of misalignment may also indicate related problems in other structural elements. Masonry walls where commonly constructed of either concrete masonry units or scored clay tile, may have been constructed with either reinforced concrete columns tie beams, or lintels.

Steel bar joists are, of course, sensitive to corrosion. Most critical locations will be web member welds, especially near supports, where shear stresses are high possible failure may be sudden, and without warning.

Cold formed steel joists, usually of relatively light gage steel, are likely to be critically sensitive to corrosion, and are highly dependent upon at least normal lateral support to carry designed loads. Bridging and the floor or roof system itself, if in good condition, will serve the purpose.

Wood joists and rafters are most often in difficulty from "dry rot", or the presence of termites. The former (a misnomer) is most often prevalent in the presence of sustained moisture or lack of adequate ventilation. A member may usually be deemed in acceptable condition if a sharp pointed tool will penetrate no more than about one eighth of an inch under moderate hand pressure. Sagging floors will most often indicate problem areas. Gypsum roof decks will usually perform satisfactorily except in the presence of moisture. Disintegration of the material and the foam-board may result from sustained leakage. Anchorage of the supporting bulb tees against uplift may also be of importance, with significant deterioration. Floor and roof systems of cast in place concrete with self centering reinforcing, such as paper backed mesh and rib-lath, may be critical with respect to corrosion of the unprotected reinforcing. Loss of uplift anchorage on roof decks will also be important if significant deterioration has taken place, in the event that dead loads are otherwise inadequate for that purpose.

## **STEEL FRAMING SYSTEM**

Corrosion, obviously enough, will be the determining factor in the deterioration of structural steel. Most likely suspect areas will be fasteners, welds, and the interface area where bearings are embedded in masonry. Column bases may often be suspect in areas where flooding has been experienced, especially if salt water has been involved.

Thin cracks usually indicate only minor corrosion, requiring minor patching. Extensive spalling may indicate a much more serious condition requiring further investigation.

Of most probable importance will be the vertical and horizontal cracks where masonry units abut tie columns, or other frame elements such as floor slabs. Of interest here is the observation that although the raw materials of which these masonry materials are made may have much the same mechanical properties as the reinforced concrete framing, their actual behavior in the structure, however, is likely to differ with respect to volume change resulting from moisture content, and variations in ambient thermal conditions.

Moisture vapor penetration, sometimes abetted by salt laden aggregate and corroding rebars, will usually be the most common cause of deterioration. Tie columns are rarely structurally sensitive, and a fair amount of deterioration may be tolerated before structural impairment becomes important. Usually, if rebar loss is such that the remaining steel area is still about 0.0075 of the concrete area, structural repair will not be necessary. Cosmetic type repair involving cleaning, and patching to effectively seal the member, may often suffice. A similar approach may not be unreasonable for tie beams, provided they are not also serving as lintels. In that event, a rudimentary analysis of load capability using the remaining actual rebar area, may be required.

## **FLOOR AND ROOF SYSTEMS**

Cast in place reinforced concrete slabs and/or beams and joists may often show problem due to corroding rebars resulting from cracks or merely inadequate protecting cover of concrete. Patching procedures will usually suffice where such damage has not been extensive. Where corrosion and spalling has been extensive in structurally critical areas, competent analysis with respect to remaining structural capacity, relative to actual supported loads, will be necessary. Type and extent of repair will be dependent upon the results of such investigation.

Precast members may present similar deterioration conditions. End support conditions may be important. Adequacy of bearing, indications of end shear problems, and restraint conditions are important, and should be evaluated in at least a few typical locations.

## **CONCRETE FRAMING SYSTEMS**

Concrete deterioration will, in most cases similarly to related to rebar corrosion possibly abetted by the presence of salt-water aggregate or excessively permeable concrete. In this respect, honeycomb areas may contribute adversely to the rate of deterioration. Columns are frequently most suspect. Extensive honeycomb is most prevalent at the base of columns, where fresh concrete was permitted to segregate, dropping into form boxes. This type of problem has been known to be compounded in areas where flooding has occurred, especially involving salt water.

In spall areas, chipping away a few small loose samples of concrete may be very revealing. Especially, since loose material will have to be removed even for cosmetic type repairs, anyway. Fairly reliable

quantitative conclusions may be drawn with respect to the quality of the concrete. Even though our cement and local aggregate are essentially derived from the same sources, cement will have a characteristically dark grayish brown color in contrast to the almost white aggregate. A typically white, almost alabaster like coloration will usually indicate reasonably good overall strength. The original gradation of aggregate can be seen through a magnifying glass. Depending upon the structural importance of the specific location, this type of examination may obviate the need for further testing if a value of 2000 psi to 2500 psi is sufficient for required strength, in the event that visual inspection indicates good quality for the factors mentioned.

## **WINDOWS**

Window condition is of considerable importance with respect to two considerations. Continued leakage may have resulted in other adjacent damage and deteriorating anchorage may result in loss of the entire unit in the event of severe wind storms short of hurricane velocity. Perimeter sealant, glazing, seals, and latches should be examined with a view toward deterioration of materials and anchorage of units for inward as well as outward (section) pressures, most importantly in high buildings.

## **WOOD FRAMING**

Older wood framed structures, especially of the industrial type, are of concern in that long term deflections may have opened important joints, even in the absence of deterioration. Corrosion of ferrous fasteners will in most cases be obvious enough. Dry rot must be considered suspect in all sealed areas where ventilation has been inhibited, and at bearings and at fasteners. Here too, penetration with a pointed tool greater than about one eighth inch with moderate hand pressure, will indicate the possibility of further difficulty.

## **LOADING**

It is of importance to note that even in the absence of any observable deterioration, loading conditions must be viewed with caution. Recognizing that there will generally be no need to verify the original design, since it will have already been "time tested", this premise has validity only if loading patterns and conditions remain **unchanged**. Any material change in type and/or magnitude or loading in older buildings should be viewed as sufficient jurisdiction to examine load carrying capability of the affected structural system.

## **SCOPE OF ELECTRICAL INSPECTION**

The purpose of the required inspection and report is to confirm with reasonable fashion that the building or structure and all habitable and non-habitable areas, as deemed necessary by the inspecting professional to establish compliance, are safe for continued use under present occupancy. As mentioned before, this is a recommendation procedure, and under no circumstances are these minimum recommendations intended to supplant proper professional judgement.

## **ELECTRIC SERVICE**

A description of the type of service supplying the building or structure must be provided, stating the size of amperage, if three (3) phase or single (1) phase, and if the system is protected by fuses or breakers. Proper grounding of the service should also be in good standing. The meter and electric rooms should have sufficient clearance for equipment and for the serviceman to perform both work and inspections. Gutters and electrical panels should all be in good condition throughout the entire building or structure.

## **BRANCH CIRCUITS**

Branch circuits in the building must all be identified and an evaluation of the conductors must be performed. There should also exist proper grounding for equipment used in the building, such as an emergency generator, or elevator motor.

## **CONDUIT RACEWAYS**

All types of wiring methods present in the building must be detailed and individually inspected. The evaluation of each type of conduit and cable, if applicable, must be done individually. The conduits in the building should be free from erosion, and checked for considerable dents in the conduits that may be prone to cause a short. The conductors and cables in these conduits should be chafe free, and their currents not over the rated amount.

## **EMERGENCY LIGHTING**

Exit signs lighting and emergency lighting, along with a functional fire alarm system must all be in good working condition.



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING STRUCTURAL RECERTIFICATION

INSPECTION COMMENCED Date: \_\_\_\_\_

INSPECTION MADE BY: \_\_\_\_\_

INSPECTION COMPLETED Date: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

1. DESCRIPTION OF STRUCTURE
a. Name on Title:
b. Street Address:
c. Legal Description:
d. Owner's Name:
e. Owner's Mailing Address:
f. Folio Number of Property on which Building is Located:
g. Building Code Occupancy Classification:
h. Present Use:
i. General Description:
Addition Comments:

j. Additions to original structure:

<b>2. PRESENT CONDITION OF STRUCTURE</b>
a. General alignment (Note: good, fair, poor, explain if significant)
1. Bulging
2. Settlement
3. Deflections
4. Expansion
5. Contraction
b. Portion showing distress (Note, beams, columns, structural walls, floor, roofs, other)
c. Surface conditions – describe general conditions of finishes, noting cracking, spalling, peeling, signs of moisture penetration and stains.
d. Cracks – note location in significant members. Identify crack size as HAIRLINE if barely discernible; FINE if less than 1 mm in width; MEDIUM if between 1 and 2 mm width; WIDE if over 2 mm.



e. General extent of deterioration – cracking or spalling of concrete or masonry, oxidation of metals; rot or borer attack in wood.
f. Previous patching or repairs
g. Nature of present loading indicate residential, commercial, other estimate magnitude.

<b>3. INSPECTIONS</b>
a. Date of notice of required inspection
b. Date(s) of actual inspection
c. Name and qualifications of individual submitting report:
d. Description of laboratory or other formal testing, if required, rather than manual or visual procedures
e. Structural repair-note appropriate line:
1. None required
2. Required (describe and indicate acceptance)

<b>4. SUPPORTING DATA</b>
a. _____ sheet written data
b. _____ photographs
c. _____ drawings or sketches

<b>5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:</b>
a. Concrete masonry units
b. Clay tile or terra cotta units
c. Reinforced concrete tie columns
d. Reinforced concrete tie beams
e. Lintel
f. Other type bond beams
g. Masonry finishes -exterior
1. Stucco
2. Veneer
3. Paint only
4. Other (describe)
h. Masonry finishes - interior
1. Vapor barrier
2. Furring and plaster
3. Paneling
4. Paint only
5. Other (describe)
i. Cracks
1. Location – note beams, columns, other
2. Description
j. Spalling
1. Location – note beams, columns, other
2. Description
k. Rebar corrosion-check appropriate line
1. None visible
2. Minor-patching will suffice
3. Significant-but patching will suffice

4. Significant-structural repairs required
I. Samples chipped out for examination in spall areas:
1. No
2. Yes – describe color, texture, aggregate, general quality

<b>6. FLOOR AND ROOF SYSTEM</b>
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a. Roof
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1. Describe (flat, slope, type roofing, type roof deck, condition)
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2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:
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3. Note types of drains and scuppers and condition:
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b. Floor system(s)
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1. Describe (type of system framing, material, spans, condition)
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c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.
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<b>7. STEEL FRAMING SYSTEM</b>
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a. Description
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b. Exposed Steel- describe condition of paint and degree of corrosion
c. Concrete or other fireproofing – note any cracking or spalling and note where any covering was removed for inspection
d. Elevator sheave beams and connections, and machine floor beams – note condition:

<b>8. CONCRETE FRAMING SYSTEM</b>
a. Full description of structural system
b. Cracking
1. Not significant
2. Location and description of members affected and type cracking
c. General condition
d. Rebar corrosion – check appropriate line
1. None visible
2. Location and description of members affected and type cracking
3. Significant but patching will suffice
4. Significant – structural repairs required (describe)
e. Samples chipped out in spall areas:
1. No
2. Yes, describe color, texture, aggregate, general quality:

<b>9. WINDOWS</b>
a. Type (Wood, steel, aluminum, jalousie, single hung, double hung, casement, awning, pivoted, fixed, other)
b. Anchorage- type and condition of fasteners and latches
c. Sealant – type of condition of perimeter sealant and at mullions:
d. Interiors seals – type and condition at operable vents
e. General condition:

<b>10. WOOD FRAMING</b>
a. Type – fully describe if mill construction, light construction, major spans, trusses:
b. Note metal fitting i.e., angles, plates, bolts, split pintles, other, and note condition:
c. Joints – note if well fitted and still closed:
d. Drainage – note accumulations of moisture
e. Ventilation – note any concealed spaces not ventilated:
f. Note any concealed spaces opened for inspection:

js:lm:jg:rtc:10/13/2015:40yearrecertificationsystem

BORA Approved – Revised September 17, 2015/RER-10/13/2015



MINIMUM INSPECTION PROCEDURAL GUIDELINES FOR BUILDING ELECTRICAL RECERTIFICATION

INSPECTION COMMENCED Date: \_\_\_\_\_

INSPECTION MADE BY: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

INSPECTION COMPLETED Date: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DESCRIPTION OF STRUCTURE

a. Name on Title: \_\_\_\_\_

b. Street Address: \_\_\_\_\_

c. Legal Description: \_\_\_\_\_

d. Owner's Name: \_\_\_\_\_

e. Owner's Mailing Address: \_\_\_\_\_

f. Folio Number of Property on which Building is Located: \_\_\_\_\_

g. Building Code Occupancy Classification: \_\_\_\_\_

h. Present Use: \_\_\_\_\_

i. General Description, Type of Construction, Size, Number of Stories, and Special Features \_\_\_\_\_

Additional Comments: \_\_\_\_\_

[Empty rows for additional comments]

**MINIMUM GUIDELINES AND INFORMATION FOR RECERTIFICATION OF ELECTRICAL SYSTEMS OF FORTY (40) YEAR STRUCTURES**

**1. ELECTRIC SERVICE**

1. Size:            Amperage            (            )      Fuses            (            )      Breakers            (            )  
2. Phase:            Three Phase            (            )      Single Phase            (            )  
3. Condition:            Good            (            )      Fair            (            )      Needs Repair            (            )

Comments:

**2. METER AND ELECTRIC ROOM**

1. Clearances:            Good (            )      Fair (            )      Requires Correction            (            )

Comments:

**3. GUTTERS**

Location: Good            (            )      Requires Repair            (            )  
Taps and Fill:            Good            (            )      Requires Repair            (            )

Comments:

#### 4. ELECTRICAL PANELS

Location:                      Good        (        )        Needs Repair        (        )

1. Panel #(        )

                                    Good        (        )        Needs Repair        (        )

2. Panel #(        )

                                    Good        (        )        Needs Repair        (        )

3. Panel #(        )

                                    Good        (        )        Needs Repair        (        )

4. Panel #(        )

                                    Good        (        )        Needs Repair        (        )

5. Panel #(        )

                                    Good        (        )        Needs Repair        (        )

Comments:


#### 5. BRANCH CIRCUITS:

1. Identified:                Yes        (        )        Must be identified (        )

2. Conductors:              Good        (        )        Deteriorated        (        )        Must be replaced (        )

Comments:




**6. GROUNDING SERVICE:**

Good ( ) Repairs Required ( )

Comments:


**7. GROUNDING OF EQUIPMENT:**

Good ( ) Repairs Required ( )

Comments:


**8. SERVICE CONDUITS/RACEWAYS:**

Good ( ) Repairs Required ( )

Comments:


**9. SERVICE CONDUCTOR AND CABLES:**

Good ( ) Repairs Required ( )

Comments:


**10. TYPES OF WIRING METHODS:**

Conduit Raceways:	Good	( )	Repairs Required	( )
Conduit PVC:	Good	( )	Repairs Required	( )
NM Cable:	Good	( )	Repairs Required	( )
BX Cable:	Good	( )	Repairs Required	( )

**11. FEEDER CONDUCTORS:**

Good ( ) Repairs Required ( )

Comments:

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**12. EMERGENCY LIGHTING:**

Good ( ) Repairs Required ( )

Comments:

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**13. BUILDING EGRESS ILLUMINATION:**

Good ( ) Repairs Required ( )

Comments:

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**14. FIRE ALARM SYSTEM:**

Good ( ) Repairs Required ( )

Comments:


**15. SMOKE DETECTORS:**

Good ( ) Repairs Required ( )

Comments:


**16. EXIT LIGHTS:**

Good ( ) Repairs Required ( )

Comments:


**17. EMERGENCY GENERATOR:**

Good ( ) Repairs Required ( )

Comments:


**18. WIRING IN OPEN OR UNDER COVER PARKING GARAGE AREAS:**

Require Additional

Go od ( ) Repairs Required ( )

Comments:

**19. OPEN OR UNDERCOVER PARKING GARAGE AREAS AND EGRESS ILLUMINATION:**

Require Additional

Go od ( ) Repairs Required ( )

Comments:

**20. SWIMMING POOL WIRING:**

Go od ( ) Repairs Required ( )

Comments:

**21. WIRING TO MECHANICAL EQUIPMENT:**

Go od ( ) Repairs Required ( )

Comments:

**22. ADDITIONAL COMMENTS:**


SD:rs:vc:mb:js:jg:rtc1:10/12/2015:40yrtrackingsystem



**Town of Surfside  
Town Commission Meeting  
August 10, 2021  
7:00 pm**

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

**Date:** July 13, 2021

**Prepared by:** Commissioner Charles Kesl

**Subject:** Remote Participation by Commissioners

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**Objective:** In these "new normal" times of physical location challenges and to support access of Town resident-elected officials, we need flexibility for remote access for Commissioners

**Consideration:** COVID redefined notion of workplace. We as a society have become understanding and accommodating of the need for flexible remote participation. Florida Law requires Quorum is on site only, in the physical meeting Chambers. In the case of the Town of Surfside, a quorum on the physical dais is required for an official decision-making meeting to take place.

Beyond that, Surfside can allow other members of the Commission to participate remotely. The Town has experiences with Zoom but it can be simple by phone call or whatever option is workable.

Surfside allowed this but the prior Commission changed it to not allow remote members to participate. This curtails democracy and equal representation in our local municipality. Why the prior Commission did this is irrelevant, except that it does hinder the Commission at this time and would have earlier if Zoom meetings were not allowed by the state of Florida under the COVID "crisis" that has now become the new normal. The state has overridden local control a number of times so this should be expected in a local government able to adapt to crises of all sorts, from a building collapse to a hurricane of one degree or another.

**Recommendation:** Put the option back into Law. A proposed solution would be a return to the pre-revised original rule, which allowed by phone. Zoom is preferred and we are used to it.



**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:**

**Date:** August 30, 2021

**From:** Vice Mayor Tina Paul

**Subject:** Champlain Towers South Memorial Wall and Permanent Memorial

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**Objective** – Introduce ideas for an immediate memorial and begin conversations for a more permanent memorial for the victims of Champlain Towers South.

**Consideration** – On August 30, 2021, History Miami Museum began carefully removing and archiving items salvaged from the Surfside Memorial Wall with assistance from Miami-Dade County. The collected items will be catalogued and safely stored by History Miami Museum.

To fulfill the immediate needs of the families, community, and those who visit Surfside to be in close proximity to the site, a Public Memorial can be created at Veteran’s Park at the Surfside Tennis Center at 88<sup>th</sup> Street. This provides a safer, more serene alternative to Harding Avenue for visiting, to grieve and feel closeness to where the tragedy occurred.

People from all over the world reached out to Surfside with love and assistance, with some presenting Ideas for tributes in Art to express their heartfelt connection to the community. This agenda item is intended to introduce the work of Artists to date, who reached out with intentions to interpret our tragedy into hopefulness.

**Recommendation** – Review Artist materials to date, to determine a level of interest in the work and discuss ideas for a Champlain Towers South Memorial in Town of Surfside.

## TENDERNESS

Peter Lancz <peter.lancz@gmail.com>

Mon 7/5/2021 10:34 AM

**To:** Mayor <mayor@townofsurfsidefl.gov>; Tina Paul <tpaul@townofsurfsidefl.gov>

 1 attachments (56 KB)

Tenderness .jpg;

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi-

My name is Peter Lancz. I am the agent of my late father, Paul Lancz. Paul was an Hungarian born Master Sculptor of international renown. He is credited with the definitive bronze busts of several world figures, including the incomparable tour de force of his hero and saviour Raoul Wallenberg. I am currently in the midst of a R.W. World Campaign as HERO AND ROLEMODEL. His other most influential and accomplished piece is none other than TENDERNESS, a highly uncommon depiction of mother and child. standing 5ft. tall, in white Carrera marble in all its glorious dignity. It has been best described as BEING AS STARTLING FOR ITS BEAUTY AS THE UNCONDITIONAL LOVE AND ALTRUISM IT SPEAKS TO.

Amidst this unfathomable tragedy, I'd like to propose the permanent installation in a high visibility location - of TENDERNESS as the quintessential memorial. I cannot conceive of a more symbolic, moving and uplifting piece of art to commemorate the victims and their loved ones in perpetuity. It is impossible to get to this gist of this via email alone. Please let me know when we could get meet so as to elaborate. Please see attachment and my site below .

Thank You,  
Peter

P.S. My late family had a house for several yrs. in the 80's on Dickens and 90th. I(we) spent many a winter there as snowbirds. At the time I was already representing my father, and there were several write-ups( in Surfside and other papers) on our endeavors My wife and I recently moved to the Akoya condos on Miami Beach, so I'm back and here to stay. This would represent our crowning achievement and in context, the most lofty and apropos.

--

Peter Lancz

Phone: (786-498-5580)

[www.lancz.com](http://www.lancz.com)

Boston, MA 02108



Tenderness by Paul Lancz  
Montréal, QC



Unlike the ubiquitous mother and child themes , Paul Lancz's representation is unique, in that the mother is not holding the child, rather the figures depict two equally significant entities expressing devotion to one another. The child kisses the mother's hand, the mother the child's forehead. Despite the lack of movement, we perceive a fluidity, a harmonious , unified motion inherent in its composition . The ultimate result is a mother and child loftily transcending all others, in its resounding evocation of the infallible sanctity of this eternal bond.

Paul Lancz's sculpture called "TENDERNESS" depicting mother and child in white carrera marble, has in a short time become the most favorably talked about piece of art in the city. Its message is clear, definitive and unequivocal. In a world where everything is violable nothing sacred especially human beings "TENDERNESS" stands out as an infallible symbol of indestructibility and invulnerability. Noble and dignified it is as impregnable as the Rock of Gibraltar. Its relevancy is particularly apt today, when depravity and dissolution is pervasive. It is a beacon of hope that these trying times will pass and that "TENDERNESS" will prevail the world over.

The mother's all enveloping, tender embrace of child, creates a unified accurate composition. This modern form, integrates wonderfully with the ambiance of the building, moreover like a piece of jewelry it decorates and complements the walkway. Generally speaking, the meaning or motivation of modern sculpture eludes the individual leaving one more confounded than enlightened. "TENDERNESS" on the contrary is self-explanatory and readily graspable. Mankind's most noble and magnanimous sentiment is evoked by a mothers' love for child. From all angles "TENDERNESS" achieves the desired effect upon the spectator. Unlike the ubiquitous mediocrity of sculptures pervading our city, here is one of harmony, comprehensibility and an aesthetically pleasing symbol of love and altruism. It would become an indispensable adjunct to the cultural and artistic aspect of our city scape. It is a labor of love with a truly therapeutic effect on the human psyche.

## memorial ideas Bayonne NJ 9/11

jozm@comcast.net <jozm@comcast.net>

Tue 7/20/2021 10:58 AM

**To:** Mayor <mayor@townofsurfsidefl.gov>; Tina Paul <tpaul@townofsurfsidefl.gov>

■ 1 attachments (80 KB)

9.11 memorial NJ.jpg;

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on links or open **attachments** unless you are sure the content is safe.]

Teardrop, Bayonne NJ



# RESPECTFUL SURFSIDE DEDICATION / oceanfront remembrance

lefty B <delbdesign@gmail.com>

Wed 7/21/2021 10:04 AM

To: Tina Paul <tpaul@townofsurfsidefl.gov>

Cc: donnie berman <delbdesign@gmail.com>

[NOTICE: This message originated outside of the Town of Surfside -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

RESPECTFULLY ,TO WHOM THIS MAY CONCERN,,A POSSIBLE REMEMBRANCE /RECOGNITION to those affected by the CHAMPLAIN TOWERS building collapse..CAN BE EXPEDITED BY your local sculptor ..

YES AM HEREin surfside living oceanfront 28+ YEARS .

TINA PAUL,Just a gentle hello... was nice to see TEAM SURFSIDE ~ inside THE SHUL.. this PAST SUNDAY ..MY ARCHITECTURAL SCULPTURE CAN BE VIEWED HERE ;



MAYOR B AND

MAYOR C. DADE COUNTY,CLERGY, DIGNITARIES; AM GRATEFUL FOR ANY EVERY OPPORTUNITY would like to offer my skillset teamwork and design skill

Thank you for consideration and sharing as YOU SEE FIT; THE INTEGRITY AND SINCERITY OF EVERY COMMUNICATION WAS FELT DURING THE RECOVERY/DISCOVERY THE PAST FEW MONTHS SUPPORTIVE OBJECTIVE is my desire visually and spiritually.

Thank you

Donnie Berman

**(No subject)**

Cavan Koebel <raw.deviations@gmail.com>

Mon 8/16/2021 5:07 PM

**To:** Mayor <mayor@townofsurfsidefl.gov>; Charles Kesl <ckesl@townofsurfsidefl.gov>; Eliana R. Salzhauer <esalzhauer@townofsurfsidefl.gov>; Nelly Velasquez <nvelasquez@townofsurfsidefl.gov>; Tina Paul <tpaul@townofsurfsidefl.gov>

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon Mayor Burkett, Vice Mayor Paul, Commissioner Kesl, Commissioner Salzhauer, and Commissioner Velasquez,

I would like to start by expressing my condolences to the Town of Surfside. The tragedy that has hit your town earlier this summer breaks my heart. The magnitude of shock felt from this has not only affected Surfside, it has been felt by all of Miami and the entire country, but those suffering the most are right here.

My name is Cavan Koebel, also known artistically as Raw.Sol. I am a 28-year-old professional mural artist. I am passionate about bringing to life visions of positive and impactful imagery to the general public. I was born and raised just on the other side of the Broad Causeway. Surfside beach was the beach for my family and friends as I grew up. Many weekends as a teen I would bike to the beach of Surfside.

As soon as I heard of this tragedy, I knew I wanted to try and do something to give back to the community. As the weeks have passed it has become more impactful. I did not lose anyone directly related to me but I have friends and family friends that lost loved ones dear to them that day.

I may not be certified to have helped during the rescue but being an artist allows to help in the healing process. I would like to offer a mural to the Town of Surfside that will honor those lost in the falling of Champlain tower and will help those left behind to feel peace and maybe start to heal. Picasso said "Art washes away from the soul the dust of every day life". And Linda Ronstadt said " Art is for healing ourselves, and everybody needs their own personal art to heal up their problems."

I have been working on a design for several weeks and have created something that I feel will help do some good if you have a wall for it. This would be a donation from me to the Town of Surfside.



I believe my art is my greatest gift. It may be my career but it is much more than that to me. I believe that I was allowed to follow my dream and in doing that it is to be shared with others and gifted at times of need. In 2020, during Covid, I donated a mural that is at Memorial Hospital in Hollywood in honor of all the Health Care Heroes.

If you resonate with this artwork, it would be my honor to paint and gift this to your town.

Thank you for receiving this message, and I look forward to hearing back from you.

Cavan Koebel / Raw.Sol

View more of my work online:

<http://www.rawsolart.com/murals.html#/>

## Bagpipes for Memorial Service

david campbell <dave8439@hotmail.com>

Wed 7/14/2021 6:32 PM

**To:** Tina Paul <tpaul@townofsurfsidefl.gov>; Mayor <mayor@townofsurfsidefl.gov>

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good Evening

I wanted to offer the service of the Police Pipe and Drum Corps of Florida, should you all do a memorial for all the victims once the recovery efforts of been completed.

I am not sure the size of the memorial that would be planned, but we have worked closely with the Miami Dade Honor Guard at many Police Memorials, and other events.

Our members have expressed an interest to assist in this possible event. If the event is very large, I do have the ability to reach out to other Pipe Bands in South Florida to assist as one large Massed Pipe and Drum Band.

If you have any questions, please reach out to me

Thanks

Dave Campbell

Pipe Major

Police Pipe and Drum Corps of Florida



**Town of Surfside  
Town Commission Meeting**

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

**DISCUSSION ITEM MEMORANDUM**

**Agenda #:**

**Date:** August 31, 2021

**From:** Vice Mayor Tina Paul

**Subject:** Zoning Code Text Amendment

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**Objective** – To include alternative language for Section 90.48.5 as an additional method of geometry to provide an option for the Wedding Cake or Pyramid style building. The intent is to encourage more creative architectural designs, in addition to Section 90-33 redevelopment of architecturally significant buildings in the H120 zoning district.

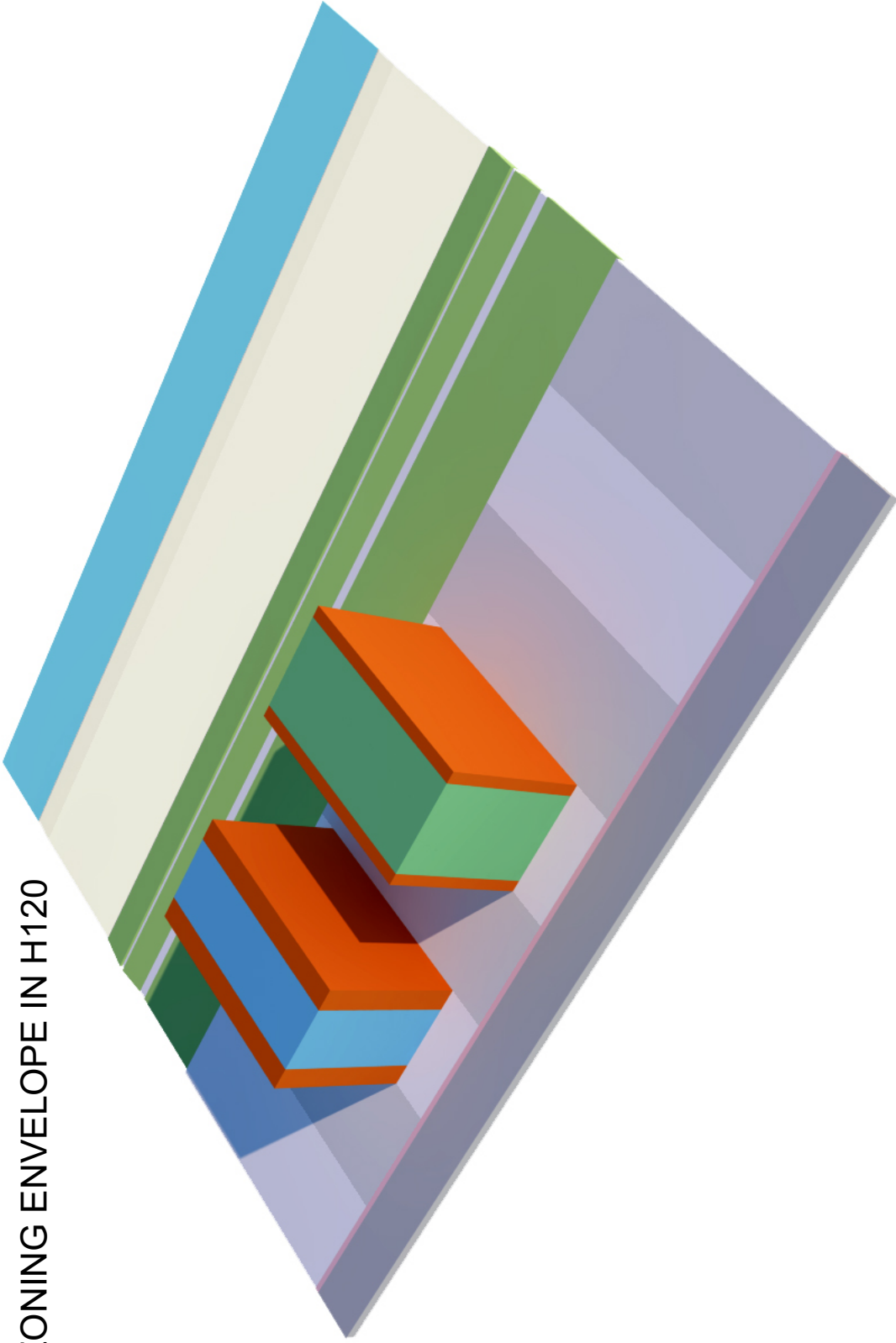
**Consideration** – The Town Commission has placed Zoning in Progress since May 10, 2020.

At a Town Commission meeting, we recently viewed a PowerPoint presentation by George Kousoulas that illustrated an alternative calculation to what is currently permitted in the H120 zone. This alternative would provide architects more freedom in the design process (see visual documents attached). It is important to understand this proposed text amendment does not limit the square footage allowed in the H120 zone, it allows for redistribution of the massing.

The suggested text amendment has been incorporated into the draft of the new zoning code. Survivors and successors of Champlain Towers South sent emails requesting the Commission support this text amendment as an addition to the current zoning code. While the new zoning code continues to be reviewed, the Commission has the ability to amend the current zoning code during this process.

**Recommendation** – Direct Town staff to prepare an ordinance with this text amendment to the current zoning code (see attached) while the new zoning code is being reviewed.

PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida

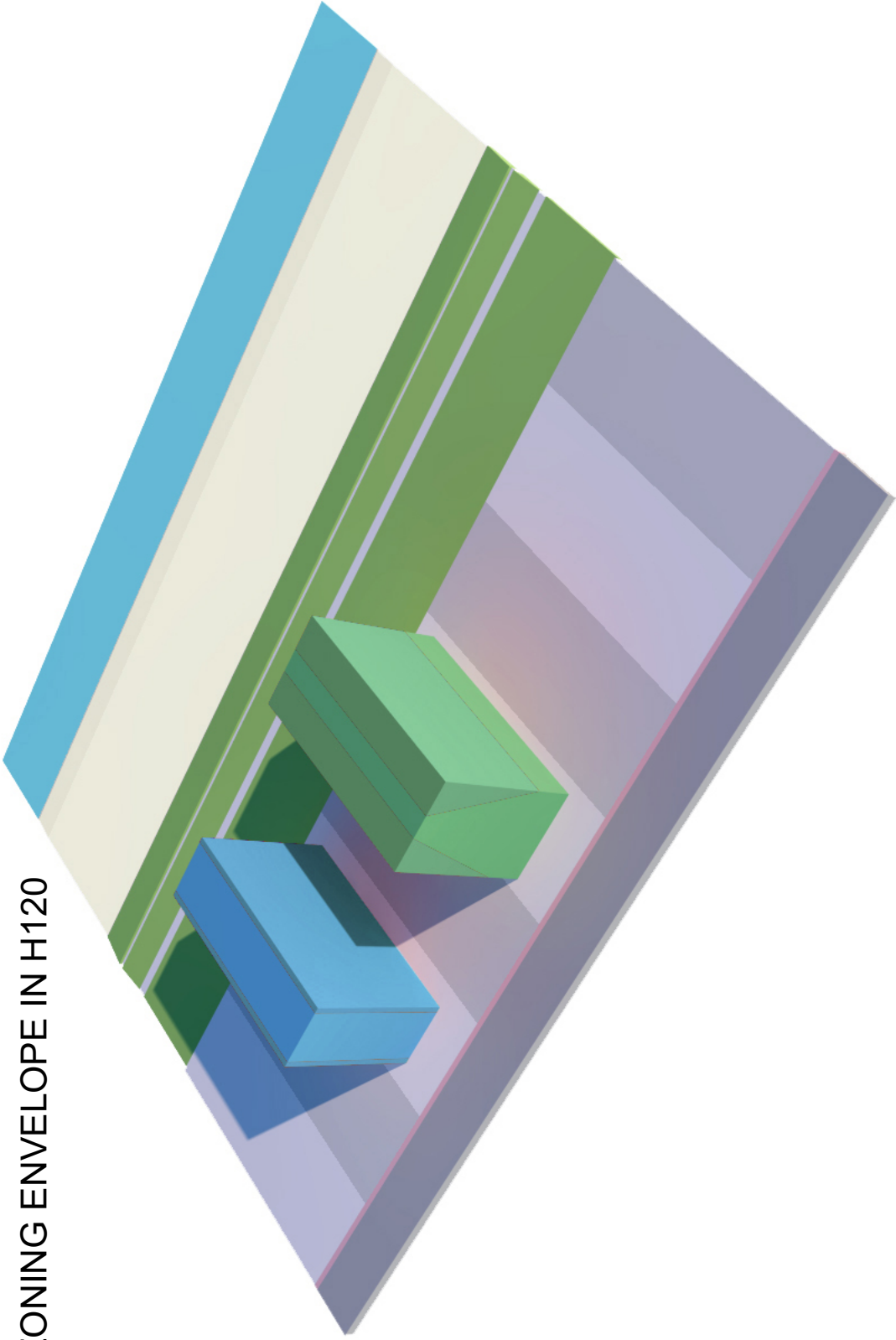


Side Setback Wedding Cake:  
10%  
Side Setback Proposed  
20%

**Side Setbacks**



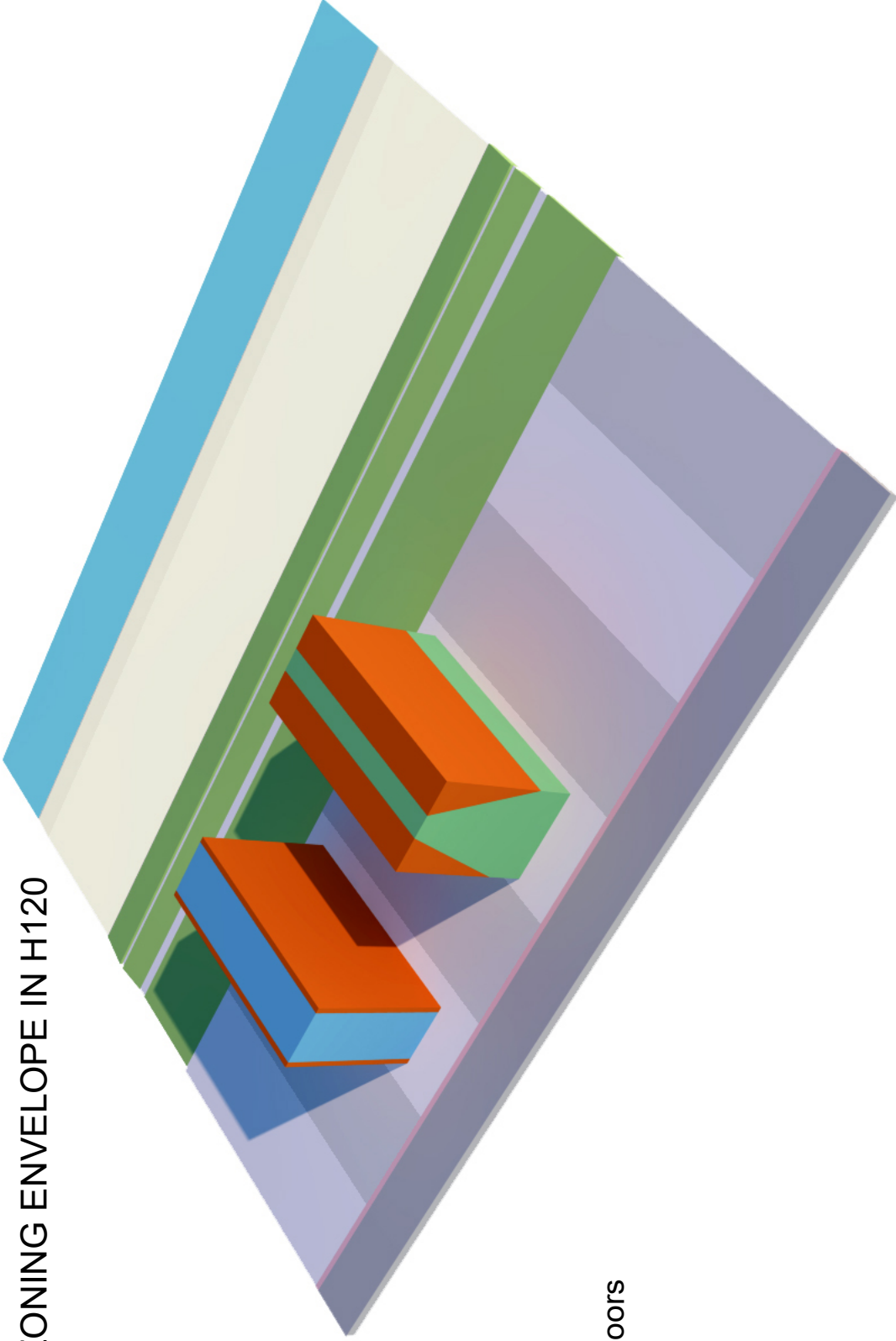
**PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida**



Side Setback Wedding Cake:  
10%  
Side Setback Proposed  
20%

**Side Setbacks Removed**

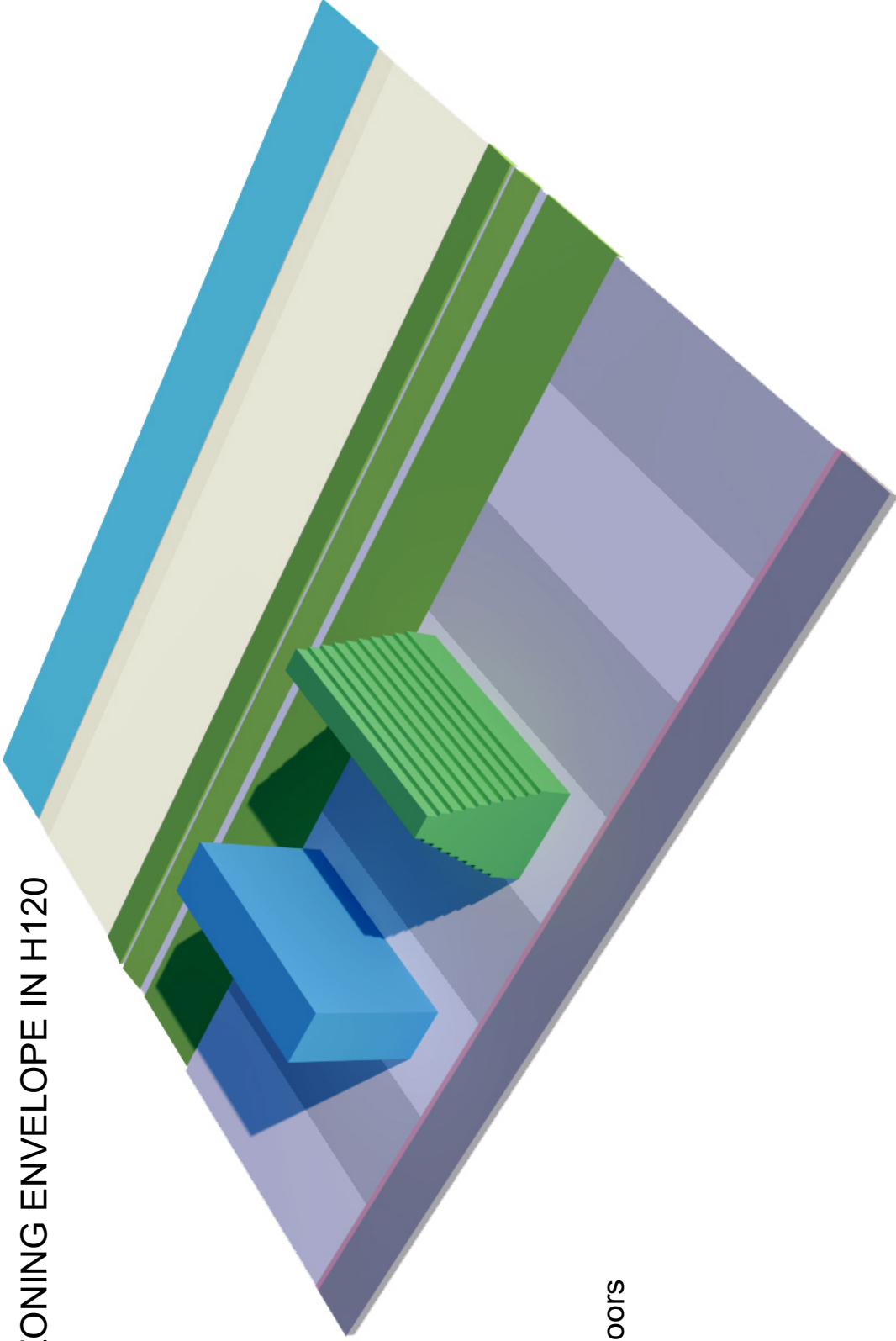
**PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida**



Wedding Cake:  
1:3 slope above 30'  
Proposed:  
5% additional Average Setback all floors

**Additional Setbacks**

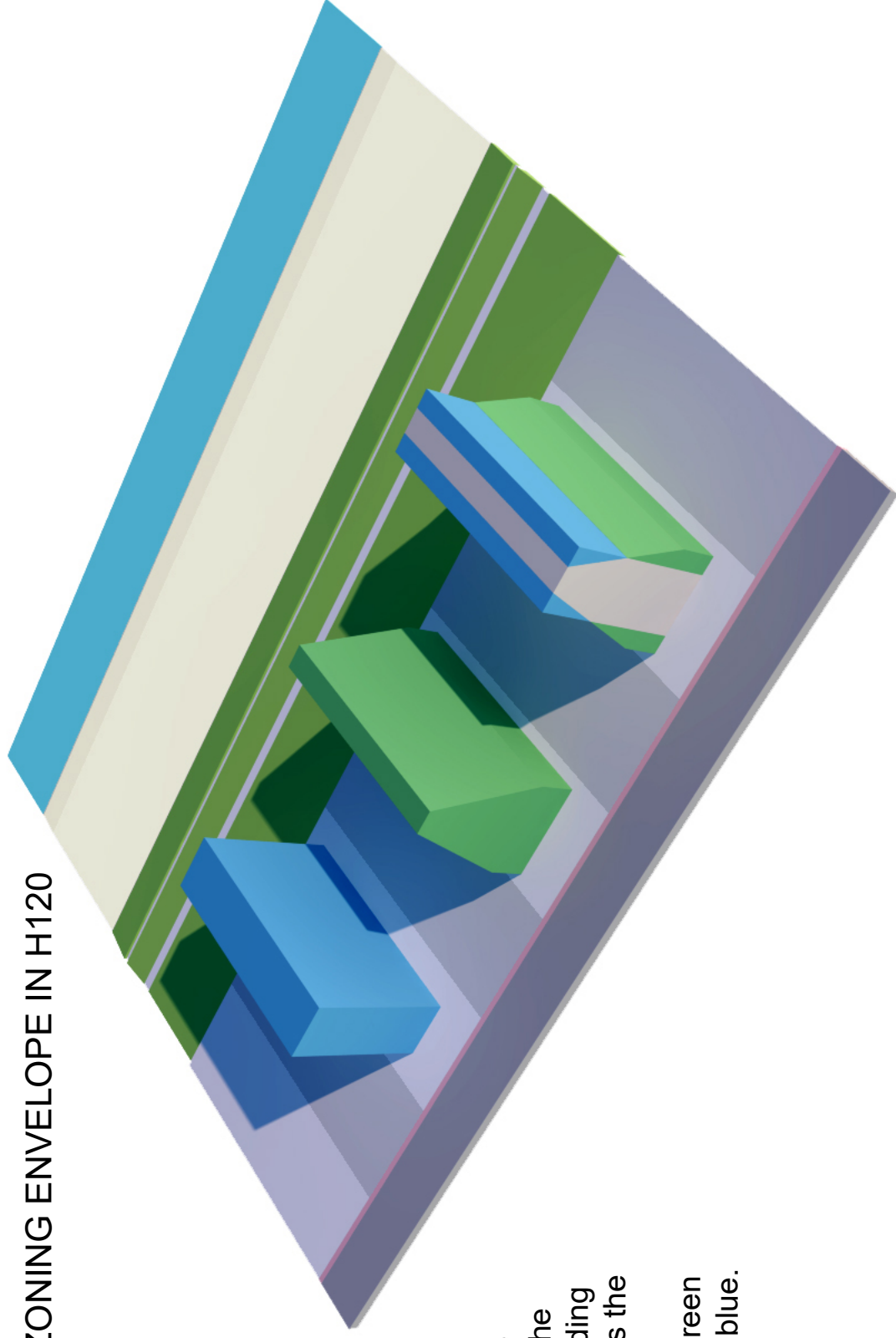
PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida



Wedding Cake:  
1:3 slope above 30'  
Proposed:  
5% additional Average Setback all floors

**Additional Setbacks Removed**

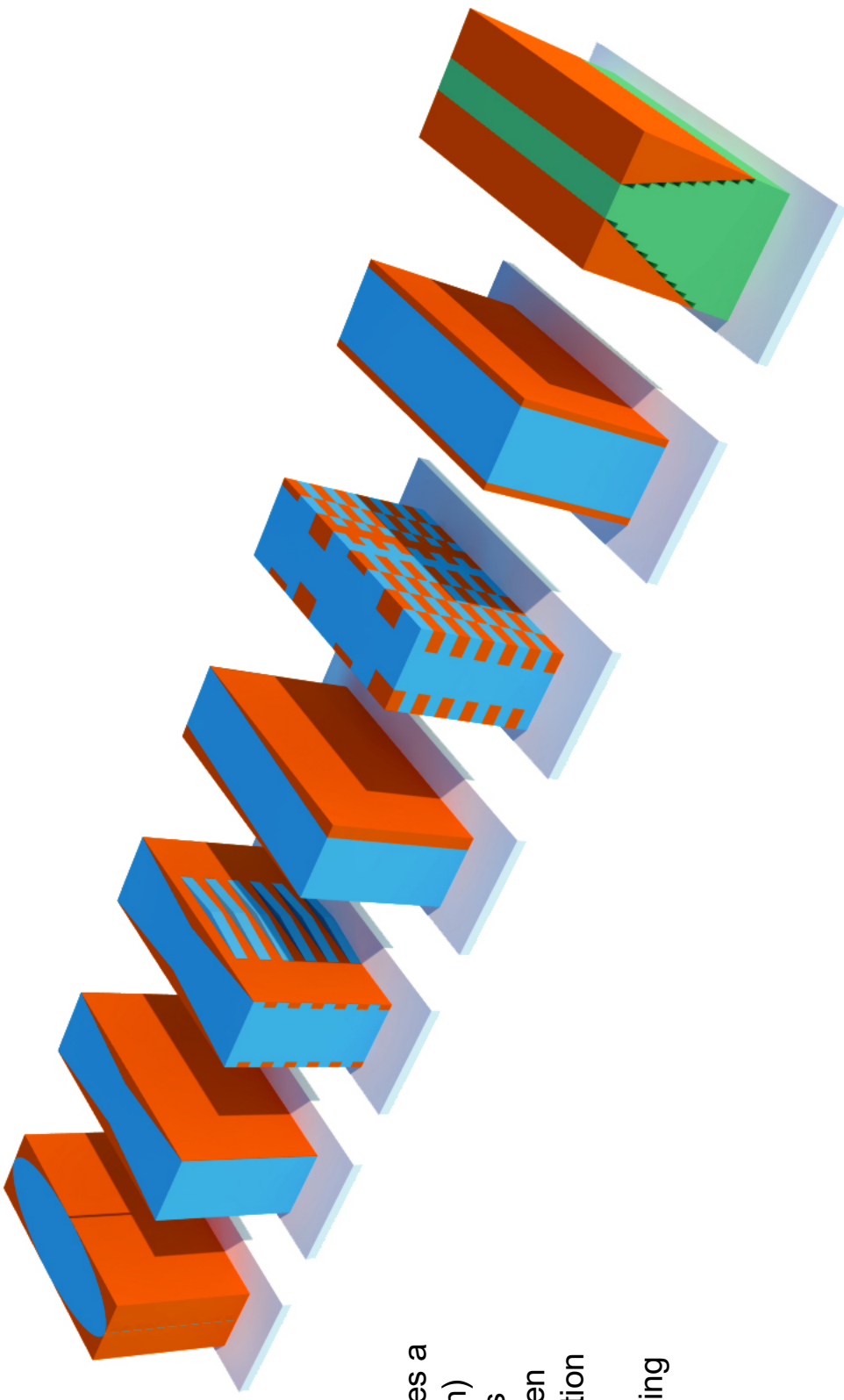
**PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida**



At the far right, the two volumes are superimposed. The blue portion is the Proposed building outside the Wedding Cake envelope. The green portion is the Wedding Cake building outside the Proposed envelope. Note that the green volume is about twice as big as the blue.

**Wedding Cake and Proposed Volumes Compared**

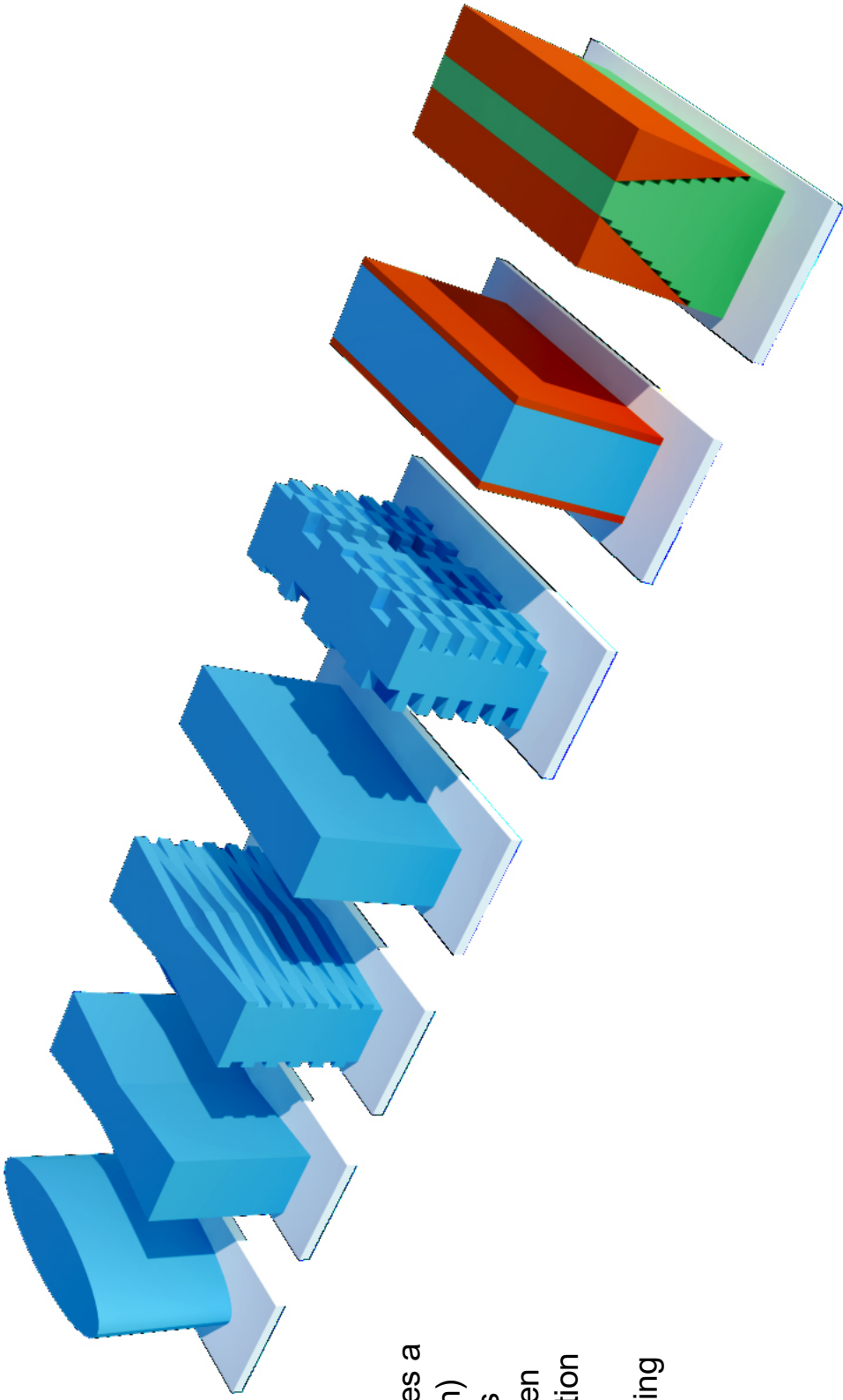
**PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida**



The average setback of 5% determines a volume (setback x total height x depth) that must further reduce the building's bulk after standard setbacks have been applied. The distribution of this reduction (red) is up to the designer. The possibilities are numerous. The wedding cake has one solution.

**Potential Application of Average Setbacks – 1**

**PROPOSED REVISIONS TO ZONING ENVELOPE IN H120  
Surfside, Florida**



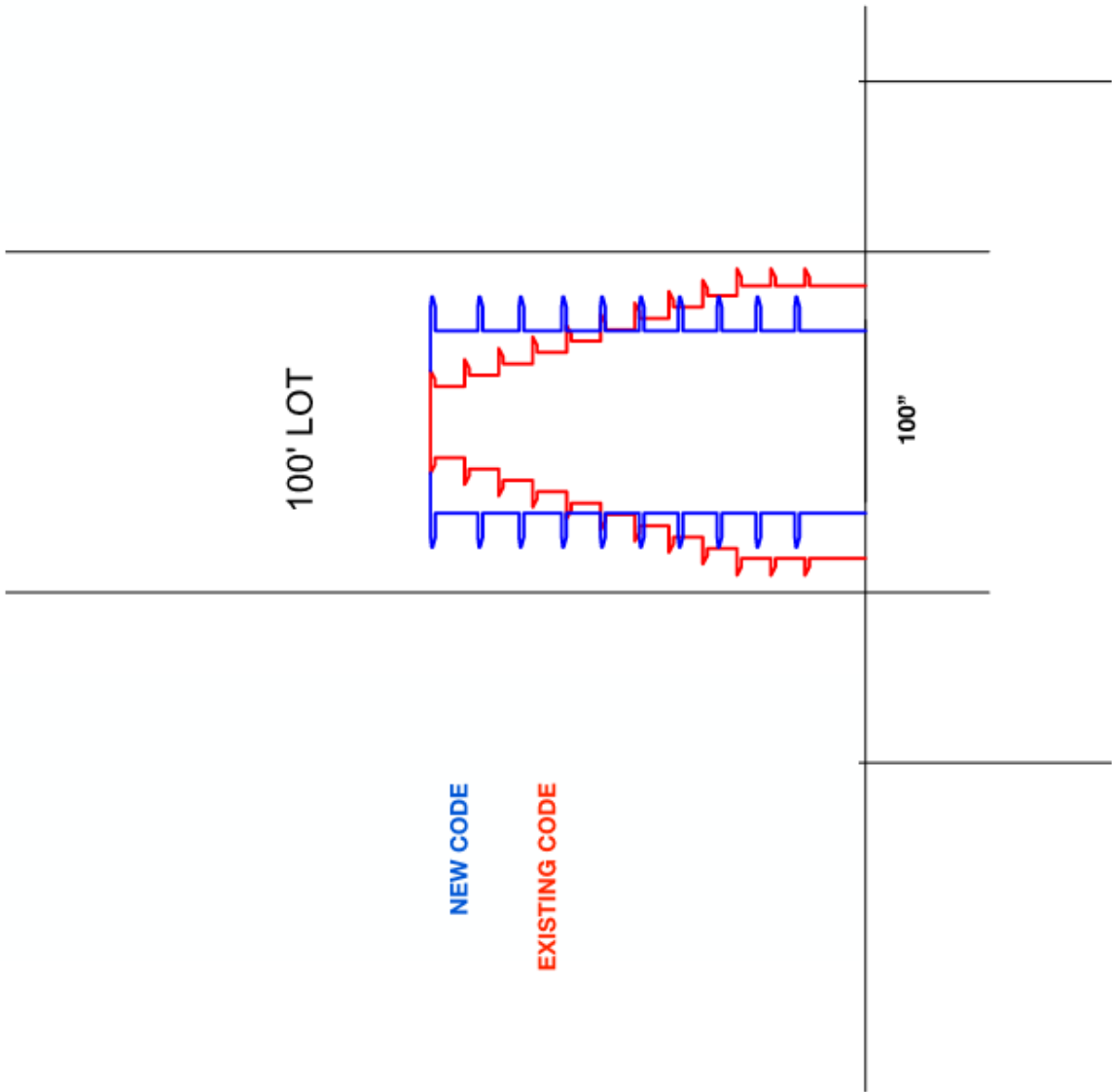
The average setback of 5% determines a volume (setback x total height x depth) that must further reduce the building's bulk after standard setbacks have been applied. The distribution of this reduction (red) is up to the designer. The possibilities are numerous. The wedding cake has one solution.

**Potential Application of Average Setbacks – 2**

**100 foot**

**lot**

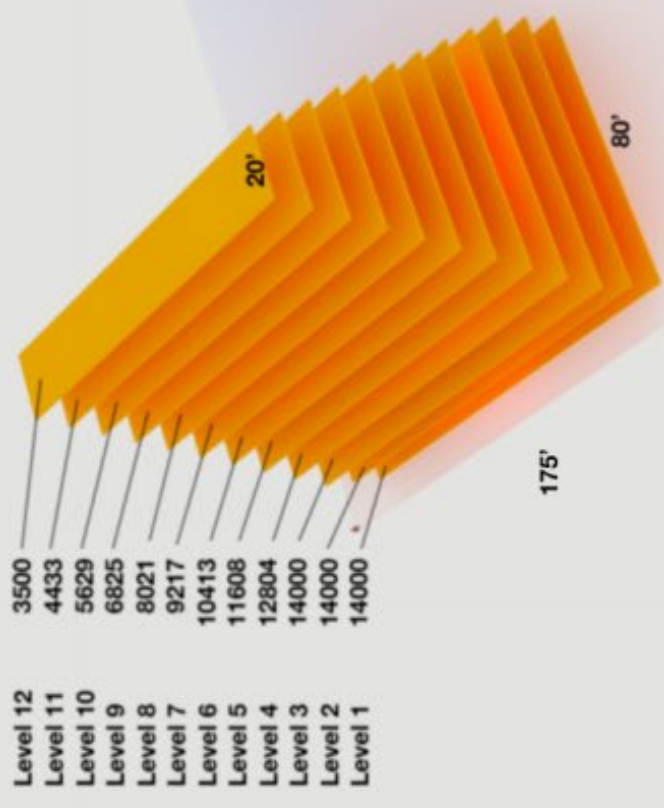
	EXISTING CAKE				PROPOSED CODE				
	lot width	side setback	net width	side setback	lot width	side setback	net width	avg setback	side setback
12	220.0	40.0	20.0	41.5	20.0	5.0	50.0	5.0	20.0
11	209.5	36.7	25.3	38.0	20.0	5.0	50.0	5.0	20.0
10	199.0	33.3	32.2	34.5	20.0	5.0	50.0	5.0	20.0
9	188.5	30.0	39.0	31.0	20.0	5.0	50.0	5.0	20.0
8	178.0	26.7	45.8	27.5	20.0	5.0	50.0	5.0	20.0
7	167.5	23.3	52.7	24.0	20.0	5.0	50.0	5.0	20.0
6	157.0	20.0	59.5	20.5	20.0	5.0	50.0	5.0	20.0
5	146.5	16.7	66.3	17.0	20.0	5.0	50.0	5.0	20.0
4	136.0	13.3	73.2	13.5	20.0	5.0	50.0	5.0	20.0
3	125.5	10.0	80.0	10	20.0	5.0	50.0	5.0	20.0
2	115.0	10.0	80.0	10	20.0	5.0	50.0	5.0	20.0
1	0	10.0	80.0	10	20.0	5.0	50.0	5.0	20.0
lot width	100								
lot length	175								
area by floor		12	3500				8750		
		11	4433				8750		
		10	5629				8750		
		9	6825				8750		
		8	8021				8750		
		7	9217				8750		
		6	10413				8750		
		5	11608				8750		
		4	12804				8750		
		3	14000				8750		
		2	14000				8750		
		1	14000				8750		
		Total	<b>114450</b>				<b>8750</b>		
							<b>105000</b>		





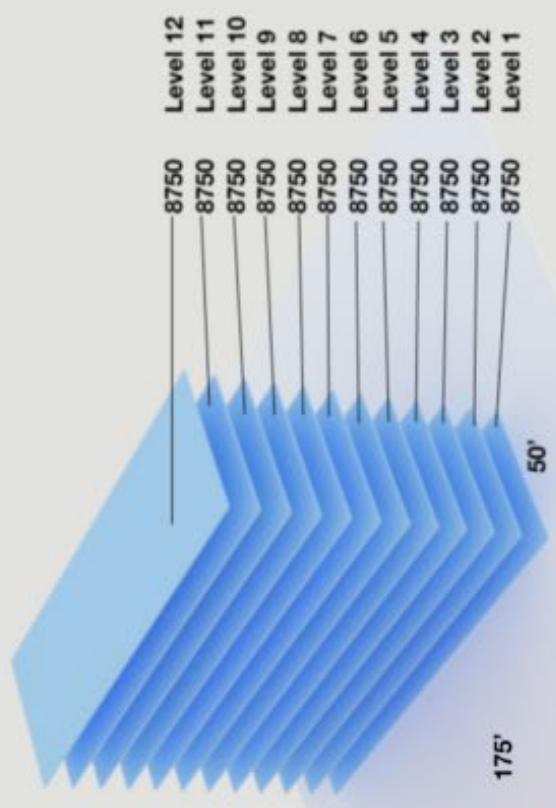
**Wedding Cake Zoning**

114,450 SF Total  
 12 Stories  
 10' side setbacks



**Proposed Zoning**

105,000 SF Total  
 12 Stories  
 25' side setbacks



Current Code:

90-48.5 In the H120 district, when a building exceeds a height of 30 feet, the width of each side yard shall be increased by one foot for every three feet of building height above 30 feet, provided however, on a corner lot the minimum width of the side yard adjoining a street need not exceed 20 feet.

Proposed language to replace the above:

**Sec. 90-47. - Yards generally, allowable projections.**

\* \* \*

90-47.6 In the H120 district the following projections are permitted:

- A. When setbacks provide a minimum interior side setback of 10 feet for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every three feet of building height above 30 feet in the H120 district, open unenclosed balconies may extend into a required primary (front); or secondary (corner); or rear setback not more than eight feet, and may extend into a required interior side setback not more than five feet. Balconies may extend to within 12 feet west of the bulkhead line.
- B. When average setbacks provide a 25% average side setback in the H120 district, open unenclosed balconies may extend into a required primary (front) setback not more than eight feet. Open unenclosed balconies may extend into a rear setback not more than 12 feet or project beyond a building to a point no more than 8 feet west of the bulkhead line. Open unenclosed balconies may extend into a required secondary (corner) or interior side setback as follows:
  - 1. 50% of balcony length on any floor can project no more than 50% of setback or 10 feet, whichever is less.
  - 2. 50% of balcony length on any floor can project no more than 5 feet

**Sec. 90-48. - Modification of side and rear yard regulations.**

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~~90-48.5. In the H120 district, when a building exceeds a height of 30 feet, the width of each side yard shall be increased by one foot for every three feet of building height above 30 feet, provided however, on a corner lot the minimum width of the side yard adjoining a street need not exceed 20 feet.~~

Except for legal nonconforming sides of buildings deemed architecturally significant pursuant to Section 90-33(3), the required side setback in the H120 side setback is 20% of the lot width or 10 feet minimum. In addition, and in order to encourage variety and innovation in design, buildings shall be subject to an average side setback of an additional 5% applied to side setbacks (25% overall). The required average setback for each side shall be calculated and applied to each side elevation overall, as follows:

- a) Multiply the lot width by 5%.
- b) Multiply the resulting figure by the height in feet from crown of road to the top of the structural roof.
- c) Multiply the resulting figure by the depth of the allowable building on that side (lineal feet between front setback and bulkhead line) to arrive at the aggregate volume of average setback.
- d) The aggregate volume of average setback must be applied in any one or multiple areas throughout the height and depth of the building (further reducing the building envelope created by the 20% required setbacks) to reduce the floor width (i.e. parallel to the lot width) and/or depth (i.e. perpendicular to the lot width), at the discretion of the design professional. Average setback may be applied at any point along a floor, mixed and matched among floors, and/or joined with setbacks taken from the opposite side elevation.

In lieu of providing the above average side setback, the property owner may, at its election, alternatively provide a minimum interior side setback of 10 feet for the first 30 feet in height, with the width of each required interior side yard increased by one foot for every three feet of building height above 30 feet. For corner properties, a building shall be set back a minimum of 20 feet from a side or secondary street for its entire height.