



**Town of Surfside
Regular Town Commission Meeting
AGENDA
October 12, 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. **Appointment to Boards and Committees** – Sandra N. McCreedy, 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
 -
 - G. **Undergrounding Update Presentation** – Andrew Hyatt, Town Manager *{Verbal}*
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. McCreedy, MMC, Town Clerk (Pages 1-41)

- June 25, 2021 Emergency Town Commission Meeting Minutes
Zoning Code Workshop
- September 13, 2021 Special Town Commission – First Budget Hearing
Meeting Minutes
- September 14, 2021 Regular Town Commission Meeting Minutes
- September 23, 2021 Special Commission Meeting Minutes
- September 30, 2021 Special Town Commission – Final Budget Hearing
Meeting Minutes

***B. Town Manager’s Report – Andrew Hyatt, Town Manager (Pages 42 – 56)**

***C. Town Attorney’s Report – Weiss Serota, Town Attorney (Pages 57-69)**

D. Committee Reports - Andrew Hyatt, Town Manager (Pages 70-106)

- March 18, 2021 Downtown Vision Advisory Committee Meeting Minutes
- August 2, 2021 Tourist Board Meeting Minutes
- August 26, 2021 Planning and Zoning Board Meeting Minutes

**E. Town of Surfside Fiscal Year 2022 Grants - Andrew Hyatt, Town Manager
(Pages 107-110)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SUBMISSION OF GRANT APPLICATIONS FOR TOWN PROJECTS BETWEEN OCTOBER 1, 2021 AND SEPTEMBER 30, 2022; SUBJECT TO AND PENDING FINAL ACCEPTANCE OF AWARDED FUNDS AND APPROVAL OF GRANT AGREEMENTS BY THE TOWN COMMISSION, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Champlain Towers South Collapse Federally Funded Subaward and Grant Agreement - Andrew Hyatt, Town Manager (Pages 111-168)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT (DIVISION), AND THE TOWN OF SURFSIDE FOR A FEDERAL GRANT AWARD PROJECT FROM THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), RELATED TO THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE; ACCEPTING THE AWARD OF ALL GRANT FUNDING FROM THE DIVISION AND FEMA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

**G. Sanitation Sewer Evaluation Survey (SSES) Smoke Testing Third Cycle
Phase I - Andrew Hyatt, Town Manager (Pages 169-185)**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR A SANITATION SEWER EVALUATION SURVEY AND SMOKE TESTING SERVICES FOR THE TOWN'S SANITARY SEWER SYSTEM, PURSUANT TO THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

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

B. First Reading Ordinances

- 1. Ordinance to Amend Side Setback in H120 District – Tony Recio, Town Attorney (Pages 186-192)**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47, "YARDS GENERALLY, ALLOWABLE PROJECTIONS" AND SECTION 90-48 "MODIFICATION OF SIDE AND REAR YARD REGULATIONS" TO PROVIDE ALTERNATIVE SIDE SETBACK REQUIREMENTS IN THE H120 DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Resolutions and Proclamations

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

A. Champlain Towers South Collapse Investigation – Destructive Testing -
Andrew Hyatt, Town Manager (Pages 193-196)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO KCE STRUCTURAL ENGINEERS PC FOR TASK 2 ENGINEERING ANALYSIS TO DETERMINE THE CAUSE OF THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE AND DESTRUCTIVE TESTING NOT TO EXCEED THE AMOUNT OF \$1,500,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Budget Amendment - Andrew Hyatt, Town Manager (Pages 197-200)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2022 BUDGET; 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. Champlain Tower South Memorial Wall and Permanent Memorial – Vice Mayor Tina Paul (Pages 201-213)

B. Ending Option to Contribute to Parking Fund in Lieu of having Required Parking in Building Plans – Commissioner Charles Kesl (Pages 213-215)

C. Demolition by Neglect - Mayor Charles W. Burkett (Pages 216-218)

D. Excessive Homeless Contribution made by the Former Commission - Mayor Charles W. Burkett (Pages 219-226)

E. Lowering of Property Taxes and Water Bills – Staff Report – Andrew Hyatt, Town Manager (Page 227)

F. Climate Environmental Collective Revised - Vice Mayor Tina Paul (Pages

228-230)

- G. **Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer (Pages 231-236)
- H. **Community Center Pool Deck Lighting - Staff Report** – Andrew Hyatt, Town Manager (Pages 237-238)
- I. **Community Center Second Floor – Staff Report** - Andrew Hyatt, Town Manager (Page 239)
- J. **Amend Tourist Board Ordinance** – Commissioner Nelly Velasquez (Page 240)
- K. **Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett (Pages 241-268)
- L. **Cone of Silence/Secrecy** – Mayor Charles W. Burkett (Page 269)
- M. **License Plate Readers** – Mayor Charles W. Burkett (Page 270)
- N. **Cancel Culture in Surfside** - Mayor Charles W. Burkett (Pages 271-277)
- O. **Permit Process** - Mayor Charles W. Burkett (Pages 278-289)
- P. **High Water Bill** – Mayor Charles W. Burkett (Pages 290-291)
- Q. **Increased Commercial Airliner Flights over Surfside** - Mayor Charles W. Burkett (Page 292)
- R. **Purchase of Electric Vehicles** - Mayor Charles W. Burkett (Page 293)
- S. **One-way automatic gate at 96th Street and Bay Drive** - Mayor Charles W. Burkett (Page 294)
- T. **Draconian Fines for Residents** - Mayor Charles W. Burkett (Pages 295-301)
- U. **Surfside's Brand Name, Miami's Uptown Beach Town** – Mayor Charles W. Burkett (Page 302)
- V. **Daylight Plane Requirement for New Construction** – Commissioner Charles Kesl (Pages 303-305)
- W. **Abandoned Sports Equipment on Streets, Unmarked Unattended** – Commissioner Charles Kesl (Pages 306-307)
- X. **Epinephrine Auto-Injectors (EpiPen) Policy Discussion** - Commissioner Eliana Salzhauer (Pages 308-311)
- Y. **Private Security Service** – Mayor Charles W. Burkett (Page 312)
- Z. **Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe** – Commissioner Eliana Salzhauer (Pages 313-342)
- AA. **Remote Participation by Commissioners** – Commissioner Charles Kesl (Page 343)
- BB. **Raising Houses in Surfside to Make our Town more Resilient and Sustainable** – Mayor Charles W. Burkett (Pages 344-385)
- CC. **Champlain South Memorial Park at 88th Street End** – Commissioner Eliana Salzhauer (Pages 386-392)
- DD. **Police Chief Search** - Commissioner Eliana Salzhauer (Page 393)
- EE. **Budget Meeting Fiasco** - Commissioner Eliana Salzhauer (Page 394)
- FF. **Amending the Town’s Purchasing Code (Chapter 3)** – Commissioner Nelly Velasquez (Pages 395-407)

10. Adjournment

Respectfully submitted,


for Andrew Hyatt
Town Manager

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

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

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

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

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



**Town of Surfside
Emergency Town Commission Meeting
MINUTES
June 25, 2021
3 p.m.**

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 3:00 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, Commissioner Eliana Salzhauer, and Commissioner Charles Kesl (arrived at 3:10 pm).

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

2. Resolutions

A. Declaring a Local State of Emergency – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, DECLARING A LOCAL STATE OF EMERGENCY DUE TO THE BUILDING COLLAPSE OF THE RESIDENTIAL BUILDING CHAMPLAIN TOWERS SOUTH CONDOMINIUM LOCATED AT 8777 COLLINS AVENUE; PROVIDING FOR THE TERM OF THE STATE OF EMERGENCY; PROVIDING FOR AUTHORIZATION AND IMPLEMENTATION; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The last whereas of the resolution was amended to read “approximately 100 individuals” and add “approximately more than 100 individuals”.

Commissioner Salzhauer stated that she sends her condolences to the family members and would like to make sure this does not happen again. She suggested the recertification not take place every 40 years but earlier and take care of what is happening with the beaches and what is under the buildings and take a closer look at this.

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

Town Manager Hyatt gave an update of the missing individuals, death toll and as of right now there are no survivors. He spoke regarding the urban search and rescue teams.

Mayor Burkett stated that the family members stated that they would like to hear from the experts and not the politicians. He stated that the Fire Chief for Miami Dade County spoke and committed to give updates.

Town Manager Hyatt stated that the updates will be taking place at the Grand Beach as of the last information he received.

Mayor Burkett stated that possibly family members should be the ones allowed at the Grand Beach.

Commissioner Velasquez also stated that they need to make sure that this does not happen again.

The following individuals from the public spoke:

Joe Treaster, New York Times and he stated that he would like to know what the Town is doing, and are they inspecting the buildings.

Commissioner Salzhauer addressed the comments made by Mr. Treaster and stated that the Town has hired a specialized structural engineer firm and are taking active steps to engage the right experts. She stated that the Building Official and the firm will make sure that everything is taking place.

Town Manager Hyatt addressed the comments made by Mr. Treaster and again stated that they are meeting with the engineering firm.

Vice Mayor Paul addressed the comments made by Mr. Treaster and spoke regarding the age of the buildings. She stated that they are built based on the building code when they were built. She stated that they are confident with how the new buildings are built.

Further discussion took place among the Commission and Mr. Treaster regarding the age of the buildings in Surfside.

Commissioner Kesl stated that the important issues are that it is a continued rescue effort and those in the center of this and the missing. He stated that they must meet the needs of those that have lost family members. He also stated that the family members are not getting regular updates. He stated that he hopes that will change.

Mayor Burkett stated that he addressed that issue with Miami Dade County Mayor Levin-Cava and the Miami Dade Fire Rescue Fire Chief who will be giving updates every four hours.

Commissioner Kesl stated that the building was under scrutiny and nobody stated anything, and the building was never evacuated. He is glad that they will be ensuring the other buildings in Town.

Mayor Burkett added information regarding the inspection process and spoke regarding the sister building on the other side. He stated that since they do not know what happened that they should address the issue with the sister building. He stated that he spoke to the Building Official to move the residents from that building temporarily to do a proper inspection of the building and address that building first. He spoke with Senator Scott and Senator Scott stated that they should give the option to the residents of the building to evacuate.

Vice Mayor Paul stated that the structural engineers the Town has hired are to inspect all buildings in Town and the strength of the infrastructure of the buildings.

Commissioner Salzhauer spoke regarding overdevelopment and the issues that it brings. She spoke regarding the beach renourishment project and stated that they used 88th Street as a staging area.

Mayor Burkett stated that if Mr. Treaster would like to continue to do the interview it can be conducted after the meeting.

Town Clerk McCready stated that Mr. Treaster is making a public records request that has to be directed to the Building Department.

Further discussion took place among the Commission and different media outlets regarding the 40-year recertification inspection.

Building Official McGuinness addressed the comments made and stated that the Champlain Towers report will be submitted shortly from the management of the building. He also spoke regarding changes to the zoning code. He explained the process of a 40-year recertification and the building was due this year. He stated that they were in the process and they are waiting for the report from the Champlain Towers.

Vice Mayor Paul asked Building Official McGuinness regarding the inspection of the roof a few days prior to the collapse.

Building Official McGuinness addressed Vice Mayor Paul's question and stated that nothing on the roof would have caused the collapse. He also addressed questions regarding open permits on the building.

Commissioner Velasquez asked if this could have been a natural thing like a sink hole.

Building Official McGuinness stated that it is not only what happened above ground but also underground. He explained the 40-year recertification process and who is responsible for the inspection and providing the report to the Town.

Mayor Burkett addressed the 40-year recertification comments and report and stated that there is much more going on here and they will find out what occurred. He stated that right now they are pulling bodies, hopefully live bodies from the rubble.

Further discussion took place among the Commission and the Building Official regarding the recertification process, the report from the management of Champlain Towers and what is to be expected.

The following individuals from the public spoke:

Joshua Epstein stated that he saw a report from US Today on a 2020 study that the building was sinking since 1990 and did the Town have a copy of the report and are there other buildings that were in this report.

Vice Mayor Paul stated that she was not informed of such report.

Commissioner Salzhauer stated this is a good question for the Town Attorney.

Town Attorney Arango stated that in the four years she has been here, the Town was never provided with that report or information.

Mr. Treaster asked what the Town would do if they received a report with deficiencies.

Building Official McGuinness stated that the deficiencies have to be taken care of and an updated report has to be provided.

3. Adjournment

A motion was made by Commissioner Kesl to adjourn the meeting without objection at 4:10 pm. The motion received a second from Commissioner Velasquez. The motion carried with a 5-0 vote.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
First Budget Hearing
MINUTES
September 13, 2021
5:01 p.m.**

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 5:03 p.m.

B. Roll Call of Members

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

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, and Commissioner Eliana Salzhauer (arrived at 5:04 p.m.)

Absent: Commissioner Charles Kesl.

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

2. Discussion Regarding Millage Rate and Budget – Andrew Hyatt, Town Manager

Assistant Town Manager Greene introduced the item and gave the process of tonight's meeting and provided a presentation of the millage rate and budget. He stated that the recommended proposed millage rate is 4.3499 mills for FY 2022, which is greater than the roll back rate of 4.1046 mills by 5.98%.

Commissioner Velasquez asked if the amount is after deducting the cost for the 96th Street Park project.

Assistant Town Manager Greene stated this is the FY 2022 budget and the 96th Street Park project is from the FY 2021 budget.

Commissioner Salzhauer asked regarding the health insurance and if the coverage will stay the same and the out-of-pocket expense will not increase.

Assistant Town Manager Greene stated that the health insurance coverage will remain the same as well as the deductibles and out of pocket expenses.

3. Millage Rate Adoption Resolution - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A PROPOSED MILLAGE RATE OF 4.3499 MILLS FOR THE FISCAL YEAR 2022, WHICH IS GREATER THAN THE ROLLED BACK RATE OF 4.1046 MILLS COMPUTED PURSUANT TO STATE LAW BY 5.98%; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item.

Commissioner Velasquez asked regarding the 305 Strategic Climate Action Plan and she was under the impression it was not being done.

Assistant Town Manager Greene addressed the question by Commissioner Velasquez and explained that line item.

Commissioner Velasquez asked who that plan would help.

Assistant Town Manager Greene stated that it helps the Town. He explained that this has to do with sustainability and resiliency.

Vice Mayor Paul addressed the questions regarding the strategic plan and stated that it is very good to have the money in order to be able to use it for the environment and sustainability.

Assistant Town Manager Greene stated that it was approved prior to the election and it was budgeted by the prior commission and then COVID hit.

Vice Mayor Paul stated it is to implement any resiliency plan that would benefit the Town.

Commissioner Velasquez asked if any money has been used.

Assistant Town Manager Greene stated that the prior Town Manager hired a resiliency officer and only worked for a month or so before COVID hit.

Commissioner Salzhauer stated that they spent money to have a plan and this is a list of different things that can be done and decide which ones the Commission

would like to do and spend the money. She stated that if there is any that is a large expense, they have to come before the Commission for approval.

Assistant Town Manager Greene stated that if there are any contracts that money has to be expended it does have to go before the Commission.

Further discussion took place among the Commission and Assistant Town Manager Greene regarding the strategic plan and placing restrictions on the use of the funds.

Mayor Burkett asked Assistant Town Manager Greene if the Commission at any time changes their mind with any item in the budget, if they can have a meeting and ask for the changes to be made.

Assistant Town Manager Greene stated that is exactly what this Commission did in 2020 with the prior budget.

Commissioner Velasquez stated that this is something that should be placed on the agenda and does not think it is something that should be placed in the budget.

Mayor Burkett addressed the comments made by Commissioner Velasquez and stated if there is something that she sees that she wants changed, she can bring it to the Commission.

Vice Mayor Paul stated that this is just placing it in the budget but not what is going to be expended now. She also discussed the lifeguard stands and does not understand the need to staff it 7 days a week. She would like to have it reconsidered.

Commissioner Velasquez also agrees with the Vice Mayor's suggestion regarding the lifeguard stands.

Commissioner Salzhauer also agrees with Vice Mayor Paul and has an issue with giving a private developer their own lifeguard stands.

Assistant Town Manager Greene addressed the comments made regarding the lifeguard stands.

Mayor Burkett stated that Surfside is fine with the lifeguard stands they currently have.

Further discussion took place among the Commission regarding the lifeguard stands.

Town Attorney Arango stated that it is part of the development approval of the Surf Club for them to build the lifeguard stand.

Assistant Town Manager Greene spoke regarding the cost for staffing the lifeguard stand.

Vice Mayor Paul questioned the need for staffing the lifeguard stand full-time during the week.

Further discussion took place among the Commission and staff regarding the cost of staffing the lifeguard stand and the cost to build the stand.

Parks and Recreation Superintendent Adrian Hernandez addressed the questions from the Commission regarding staffing the lifeguard stands.

Commissioner Velasquez asked where the stand would be located.

Parks and Recreation Superintendent Adrian Hernandez stated that it would be on 90 Street.

Vice Mayor Paul asked how many rescues they have had.

Parks and Recreation Superintendent Adrian Hernandez stated that approximately one a month.

Town Attorney Arango stated that it is a mandatory requirement for them to build the lifeguard stand. The development order obligates them to build it.

Mayor Burkett stated that the Four Seasons has assisted the Town and they can reach out to the Four Seasons if they will help with an alternative project.

Commissioner Salzhauer asked what the approximate cost is to build a lifeguard stand.

Assistant Town Manager Greene stated approximately \$60,000 to \$125,000.

Commissioner Salzhauer stated that the milage rate should stay as Assistant Town Manager Greene has strongly recommended.

Assistant Town Manager Greene stated that due to the undergrounding, this year the milage rate should be as recommended to accomplish the projects the Commission has requested.

Vice Mayor Paul spoke regarding the difference in the trim notice.

A motion was made by Commissioner Salzhauer to approve the resolution, seconded by Vice Mayor Paul by putting the lifeguard stand on hold until they receive their options. The motion passed with a 4-0 vote with Commissioner Kesl absent.

4. Public Comment

The following individuals from the public spoke on the item:

Jeff Rose asked if the Champlain Tower South property taxes are removed from this budget and the feasibility study.

Diana Gonzalez stated as part of the Budget Advisory Committee, the goal is to save money and they are passing items too quickly.

Joshua Epstein stated that he does agree with the recommendation of leaving the milage rate as it currently is.

Commissioner Salzhauer stated that as the liaison of the Budget Advisory Committee, the Committee recommended to leave the milage rate as recommended.

Commissioner Velasquez asked if they would entertain lowering it to 4.3 what would that difference be.

Assistant Town Manager Greene stated that right now is \$767,000 because the Champlain Tower South is not in the calculations, which was approximately \$200,000 to \$300,000. If you go to 4.3 it would be \$600,000 over the roll back rate.

Commissioner Velasquez asked what the difference would be.

Assistant Town Manager Greene stated the difference would be approximately \$150,000.

Commissioner Salzhauer asked what can be done by the Town.

Assistant Town Manager Greene stated that as per the discussion he had with the Deputy Property Appraiser, the tax bills do not have to go out.

Mayor Burkett stated that the Property Appraiser will not be assessing taxes on the property.

Vice Mayor Paul asked if they are placing the lifeguard stations on hold.

Assistant Town Manager Greene stated that they could ask to remove it, table it or renegotiate that portion of the contract.

Mayor Burkett stated that possibly putting it on hold would be better for now.

Town Manager Hyatt stated that putting it on hold costs the Town nothing, what they are putting on hold is staffing.

5. Budget Adoption Resolution - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A TENTATIVE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; CONFIRMING THE DATE OF THE SECOND PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item.

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

6. Public Comment

The following individual from the public spoke on the item:
Joshua Epstein spoke regarding increasing the minimum wage.

7. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 5:53 p.m. The motion received a second from Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Regular Town Commission Meeting
MINUTES
September 14, 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 (arrived at 7:14 p.m.)

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

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

A motion was made by Vice Mayor Paul to move item 9BB (Champlain Tower South Memorial Wall and Permanent Memorial) and item 9CC (Zoning Code Text Amendment) to the beginning of the discussion items with item 9CC (Zoning Code Text Amendment) to go first and then item 9BB (Champlain Tower South Memorial Wall and Permanent Memorial), seconded by Commissioner Velasquez. The motion carried with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

Vice Mayor Paul requested a moment of silence for veteran and resident Stan Flax who passed away.

Commissioner Velasquez would like to move item 5B (96th Street Park Design-Savino Miller) before the consent agenda, seconded by Vice Mayor Paul. The motion carried with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

Vice Mayor Paul stated that the Florida League of Cities made a generous donation to the Support Surfside Strong and thanked the league and all the municipalities that participated.

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

South District Director Beckford presented Deputy Town Clerk Herbello with her Certified Municipal Clerk Designation (CMC) plaque.

Deputy Town Clerk Herbello thanked everyone present for their support and gave a special thanks to her mentor and friend, Town Clerk McCready.

Town Clerk McCready gave a speech and Deputy Town Clerk Herbello's daughter, Stephanie Herbello, pinned Deputy Town Clerk Herbello.

G. Appointment to Boards and Committees – Sandra N. McCready, Town Clerk
Item was not heard

- **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

Item was not discussed.

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, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

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

- 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

Approved on consent.

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

Approved on consent.

Town Manager Hyatt asked Allyn Kilsheimer to provide a status report on the inspection of the Champlain Tower South site.

Commissioner Salzhauer asked when they will be receiving information to provide to the residents.

Mr. Kilsheimer addressed Commissioner Salzhauer's question.

Commissioner Velasquez asked Mr. Kilsheimer the time frame in receiving the report after he starts testing.

Mr. Kilsheimer provided an overview of the time frame and the different area of inspections and does not believe it will take a year once they do those inspections.

Mayor Burkett stated that the object of this exercise is getting Mr. Kilsheimer on the site as soon as possible to determine what happened.

Mr. Kilsheimer stated that the team is ready at a days' notice.

Commissioner Salzhauer asked if Mr. Kilsheimer needs anything else from the Commission.

Mr. Kilsheimer stated not at this time.

Mayor Burkett stated that the Commission will listen and address the comments by the public regarding Champlain Tower South.

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

Approved on consent.

D. Committee Reports - Andrew Hyatt, Town Manager

- 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

Approved on consent.

E. Approval of the American Rescue Plan Act (ARPA) coronavirus Local Fiscal Recovery Fund Agreement – Andrew Hyatt, Town Manager

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.

Approved on consent.

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

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

Approved on consent.

G. Health Insurance Renewal – Andrew Hyatt, Town Manager

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.

Approved on consent.

H. Community Development Block Grant – Mitigation – Stormwater Grant – Andrew Hyatt, Town Manager

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.

Approved on consent.

I. Pelican Harbor Seabird Station Sponsorship Request – Andrew Hyatt, Town Manager

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.

Approved on consent.

4. Ordinances

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

A. Second Reading Ordinances

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

B. First Reading Ordinances

5. Resolutions and Proclamations

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

**A. Approval of All-Way Stop Control Warranty Study for 88th Street -
Andrew Hyatt, Town Manager**

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 88TH 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.

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

Commissioner Velasquez suggested to have this study to be part of the closing of Bay Avenue and Byron Avenue.

Mayor Burkett asked how much this would cost and what this is for.

Assistant Town Manager Greene stated that this is to get us in compliance with the County and this is what this resolution specifically entails in order to apply for the permits and solve the issue with the stop signs.

Mayor Burkett agrees with Commissioner Velasquez and does not know that they have to rush this.

Town Manager Hyatt stated that the County is pushing the Town to get this done and the County wants to take them out.

Vice Mayor Paul asked if the scope of work includes evaluating the speed bumps.

Eric Czerniejewski, Corradino Group, stated this will include an evaluation that will include counts in the five locations.

Further discussion took place among the Commission regarding the status on getting the street closed.

Commissioner Salzhauer stated that the main complaint they receive is the speeding in Town and people not stopping.

Further discussion took place among the Commission and staff regarding the expenditure of funds for the study.

Vice Mayor Paul spoke regarding the gating and it requires forming an HOA and it is a whole process. She asked Town Manager Hyatt regarding the walkability study.

Assistant Town Manager Greene stated that the budget does include \$50,000 for the walkability study which is like a beautification of the Downtown. He also spoke regarding this item and explained what this item entails.

Mayor Burkett stated that he can speak with Mayor Levine-Cava regarding the stop signs. He stated that he rather purchase another equipment for the park then spend the money on this study. He stated that he would like to come up with a plan to deal with the speeding.

The following individual from the public spoke:
Laura Grink

A motion was made by Commissioner Velasquez to extend the meeting until 11:45 p.m., seconded by Commissioner Salzhauer. The motion carried with a 4-0 vote with Commissioner Kesl absent.

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

B. 96th Street Park Design-Savino Miller – Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE FINAL DESIGN DEVELOPMENT

PLANS FOR THE 96TH STREET PARK PROJECT PREPARED BY SAVINO & MILLER DESIGN STUDIO, P.A.; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Barry Miller, Savino and Miller, Kelly Hitzing, Savino Miller, Adriana Savino, Savino and Miller and William Lane, William Lane provided a presentation of the project.

Discussion took place among the Commission and Savino and Miller regarding the cost as well as the time frame for the project to start and be completed.

Commissioner Velasquez asked if there is fencing around the basketball court and kayak launch.

Ms. Hitzing stated there are no fences around those areas.

Commissioner Salzhauer asked if there are no fences around the side basketball court.

Mr. Miller stated that there is a ramp that goes up that will stop most balls.

Further discussion took place among the Commission regarding the kayak launch, basketball court and fencing around the court.

Commissioner Salzhauer stated that the covered slides are safer.

Discussion took place regarding covered slides versus uncovered slides.

Commissioner Velasquez suggested a special meeting for this project.

Mr. Miller stated that the longer you prolong it the longer the project will take to start.

The Commission asked several questions regarding materials being used and other exercise equipment that can be used by older children and adults as well as site furniture.

Discussion took place among the Commission and Savino and Miller regarding provisional lighting to be able to have lighting on the field and the basketball court.

Parks and Recreation Director Milian addressed the questions and comments regarding the Community Center hours and lighting after dark. He stated that any lighting is good because it gives you options.

Consensus was reached to have lighting for the field and basketball court in order extend the hours of the park.

Ms. Hitzing provided the architecture schematic renderings of the building.

William Lane, William Lane provided the presentation on the building design as well as bathroom facilities.

Parks and Recreation Committee Chair Logan addressed the comments made by the Commission and provided the Parks and Recreation Committee's recommendation. She stated that they recommended the "jelly fish" and the Berliner.

The following individuals from the public spoke:

Janice Tatum

Joshua Epstein

Jeff Rose

A motion was made by Commissioner Salzhauer to extend the meeting by 30 minutes, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Mr. Miller stated that the budget is a big ask for this project.

Commissioner Salzhauer spoke regarding the playgrounds she saw in Denver. She spoke regarding the Berliner which is great and she would like something similar to the Berliner. She also spoke regarding the fencing. She would like to see one piece with several parts to it as part of the exercise equipment.

Commissioner Velasquez stated that she likes the Berliner, the cracken to be like the manatee. She stated that she prefers colorful floors. She spoke regarding the exercise equipment be for everyone not only the children as well as having a mister.

Vice Mayor Paul stated that she trusts their recommendation on the equipment. She likes the fish and turtles and fish by dynamo. She stated that she is good with what the Parks and Recreation Committee recommended. She also would like exercise equipment for adults.

Mayor Burkett thanked Chair Logan and Mr. Miller as well as Parks and Recreation Director Milian and likes the idea that they will be getting colors. He stated that the lighting is very important.

Mr. Miller stated that they will be working with the Parks and Recreation Committee and they are approximately at \$4.2 million dollars and stated they have to start thinking of the cost for the playground equipment.

Mayor Burkett stated for them to work with the Parks and Recreation Committee and Parks and Recreation Director Milian.

A motion was made by Commissioner Velasquez to approve the resolution subject to the recommendations provided, seconded by Vice Mayor Paul. The motion passed 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:

David Rodan spoke on behalf of the victims and a large part of the community that wants a memorial for the Champlain Tower South victims and the only way it could happen is by having a land swap. He requested for a referendum for the residents of Surfside to decide.

Suzie Rodriguez spoke regarding the zoning of Champlain Tower South.

Sean Kunt spoke regarding opposition to the land swap and believes the Community Center should stay where it is and what the position is on the land swap.

Amparo Korbel spoke regarding the wood posts still on the property.

Randy Rose spoke regarding different options where the memorial could be built, and compromise needs to be reached.

Robert McKnutt spoke regarding the commission listening to the family and

consider the land swap.

Jeffrey Platt spoke regarding a memorial on site and against the land swap.

Oran Cyntrabaum spoke regarding miscommunication that has been discussed including Commissioner Salzhauer's comments regarding the developers and attorneys. He also supports the land swap.

Natalia Fullerton spoke against the land swap and the Community Center is in a conveniently located place.

Leo Soto is the organizer of the memorial wall and spoke regarding not giving a developer free range with building on a site where so many people died.

Ronie Fraser spoke regarding not to build on that spot where she lost her son.

Vicky Btresh spoke in support of the land swap and stated that she lost her 26-year-old husband and begged the Commission to reconsider the swap.

Andrea Langsfeld spoke regarding the land swap and respect for the loss of their loved ones. She stated that she lost her daughters.

Martin Langsfeld-stated that he lost his sister and stated all they want is respect and have a memorial on the site. He asked the Commission to consider the land swap.

Anabelle Levine spoke regarding the loss of her brother and cousins and is in favor of the land swap that was suggested by the victims and their families not the developers.

Rachel Olivera spoke about the loss of her son and husband and is in support for the land swap.

Paul O'Malley spoke in favor of the memorial and not in favor of a land swap.

Joshua Epstein spoke against the land swap and needing to know what happened that caused the collapse.

Marina Sarabia spoke regarding her opposition to the land swap.

Carlos Weinberg spoke regarding the loss of his brother-in-law and cousins and is in support of the land swap.

Retta Logan stated that some say not to build a building, how can you build a community center and stated that the Commission should look at other options to build a memorial and obtain grant funds and is not in support of a land swap.

Vice Mayor Paul thanked everyone for their heartfelt comments and stated that the land swap is not the only viable solution. She stated that it is not viable. She spoke regarding what the Judge and Receiver stated, and they were also told not to touch the zoning code. The land of the Community Center belongs to the community. She stated that what she hears tonight is hopeful is that some are open to other ideas and that is what they need to come to terms with. She suggested to divide the land to what they would allow to build on and use the funding they want to get to build the memorial. She suggested advocating the state and federal government to provide funds for the memorial.

Commissioner Salzhauer stated that there is no amount of money you can put on a loss of a loved one and no building or money can make it better. She stated that their friends and neighbors is not where they should put their anger towards. She stated that they are one community. She stated that it is everyone's loss. She

stated to serve the residents they need to come up with something that will memorialize those lost but also a fair outcome. They cannot put a community center there. She stated that the comment made by Randy Rose using 88th Street property owned by the Town as the memorial site is a great idea.

Commissioner Velasquez stated that she is very sorry for their loss and agrees with her colleagues that a land swap is not an option and to look at other options. She spoke regarding dividing the lot and purchase a piece for a memorial. She spoke regarding the back part that can be taken apart and create a memorial and work together to make something beautiful. She spoke regarding the cost involved in moving the Community Center. She stated that the best solution is to assist contacting the Governor's office and the County, even private corporations like Amazon to purchase the piece of property where the collapse took place to build a memorial.

Mayor Burkett spoke regarding a call he received from Rabbi Lipskar about an individual that wanted to speak to him regarding an idea. He heard the idea. He spoke regarding the language of the P3 and he drafted the language for P3 and he stated not allowing anyone to put the Town in debt. He stated that the memorial must happen, and it is not debatable. He stated that this is a question for the residents. He stated that he knows the land swap will not happen and suggested for them to come up with a different idea.

Mayor Burkett took a recess at 8:53 p.m.
Mayor Burkett opened the meeting at 9:02 p.m.

Gerardo Vildostegui spoke against the land swap.

Joshua Epstein spoke regarding COVID-19 and mask mandate.

Jeffrey Platt spoke regarding the bridge of Bay Harbor Island and the fee that it cost \$300 a year but the machine does not work properly.

Casandra Gillan spoke regarding flooding problem in their driveway and water in their car and garage.

George Kousoulas spoke regarding parking in Town as well as density.

Jeff Rose commended the Commission on handling the land swap situation the way they did. He also spoke regarding filling vacant positions on the Boards, kayak launch, parking and widening of the sidewalks and zoning.

Randy Rose agrees with Mayor Burkett and not allowing the Receiver to rush the process. He spoke regarding the zoning changes. He asked regarding ending the zoning in progress and going back to the 2020 zoning code.

Sebastian Garcia spoke regarding text amendment and zoning change and supports the text amendment and revised setback.

Suzie Rodriguez spoke regarding the right height of the buildings and in support of the text amendment.

Vice Mayor Paul addressed the comments made regarding the text amendment and zoning in progress. She stated that she would like to see them move forward with the text amendment. She also addressed the comments made by Mr. Platt and possibly direct the Town Manager to speak with Bay Harbor regarding the yearly pass. She spoke regarding the Abbott Avenue drainage issue and the mayor's pilot program that has not been presented to the Commission.

Commissioner Salzhauer does believe that residents are being double charged at Bay Harbor and supports the Town Manager to speak with Bay Harbor to make sure the residents are not being charged twice. She also agrees with Mr. Randy Rose that they are rushing the sale of the Champlain property. She also stated that all the information must come out including the condominium association meeting minutes. She spoke regarding the mask mandate.

Commissioner Velasquez thanked everyone and spoke regarding having Bay Harbor fix their system and refund the residents for the double charging. She thanked Ms. Gillan and advised her regarding the Abbott Avenue drainage and is not familiar with the raising of the homes. She stated that they must first figure out how to direct the water away from their homes.

Mayor Burkett addressed the flooding issue. He spoke regarding raising the homes and his idea was to see which residents would volunteer to have their homes raised. He spoke regarding the cost to raise the home and the cost for the pilot program. He spoke regarding moving forward with the pilot program.

Commissioner Velasquez stated she is not against the pilot program but thinks it should go before the Commission before expending the money just like the undergrounding and the drainage program.

Vice Mayor Paul stated she agrees with Commissioner Velasquez and believes they need to have the details regarding the pilot program.

Mayor Burkett stated that he will put the pilot program to raise the homes on the next agenda.

Further discussion took place among the Commission regarding the pilot program for raising the homes.

7. Town Manager and Town Attorney Reports

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

Approved on Consent.

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

B. Demolition by Neglect - Mayor Charles W. Burkett

Deferred

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

Deferred

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

Deferred

E. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Deferred

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

Deferred

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

Deferred

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

Deferred

I. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez

Deferred

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

Deferred

K. Cone of Silence/Secrecy – Mayor Charles W. Burkett

Deferred

L. License Plate Readers – Mayor Charles W. Burkett

Deferred

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

Deferred

N. Permit Process - Mayor Charles W. Burkett

Deferred

O. High Water Bill – Mayor Charles W. Burkett

Deferred

P. Increased Commercial Airliner Flights over Surfside - Mayor Charles W. Burkett

Deferred

Q. Purchase of Electric Vehicles - Mayor Charles W. Burkett

Deferred

R. One-way automatic gate at 96th Street and Bay Drive - Mayor Charles W. Burkett

Deferred

S. Draconian Fines for Residents - Mayor Charles W. Burkett

Deferred

- T. Surfside's Brand Name, Miami's Uptown Beach Town – Mayor Charles W. Burkett**

Deferred

- U. Daylight Plane Requirement for New Construction – Commissioner Charles Kesl**

Deferred

- V. Six Month Performance Evaluation of Town Manager Andrew Hyatt - Mayor Charles W. Burkett**

Deferred

- W. Abandoned Sports Equipment on Streets, Unmarked Unattended – Commissioner Charles Kesl**

Deferred

- X. EpiPen - Commissioner Eliana Salzhauer**

Deferred

- Y. Private Security Service – Mayor Charles W. Burkett**

Deferred

- Z. Champlain South: "Don't Wait...Accelerate!" Action Plan & Changes Necessary to Prevent Another Catastrophe – Commissioner Eliana Salzhauer**

Deferred

- AA. Remote Participation by Commissioners – Commissioner Charles Kesl**

Deferred

- BB. Champlain Tower South Memorial Wall and Permanent Memorial – Vice Mayor Tina Paul**

Deferred

CC. Zoning Code Text Amendment - Vice Mayor Tina Paul

Vice Mayor Paul introduced the item and spoke regarding the three options and she wanted to make sure it was highlighted. The purpose is to add it to the current code and come back next month as an Ordinance.

Commissioner Salzhauer stated that she was not prepared and did not have time to review this item.

Mayor Burkett stated that this is something he proposed, and Vice Mayor Paul is fast tracking this item. He spoke regarding this item and this is in part of the zoning.

Vice Mayor Paul stated that George Kousoulas presented the idea to the Commission and she was asked to put this on the agenda by two sources and one is from the Champlain Tower South survivors.

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

10. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 11:42 p.m., seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
Final Budget Hearing
MINUTES
September 23, 2021
5:01 p.m.**

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

1. Opening

A. Call to Order

Town Attorney advised the public at 5:10 p.m. that the meeting will start shortly because we are waiting for a quorum and they will take a short recess until 6:00 p.m. once the Commissioner arrives to make quorum and start the meeting.

Mayor Burkett recessed the meeting at 5:11 p.m.

Mayor Burkett reconvened the meeting to order at 6:06 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 Nelly Velasquez (arrived at 6:06 p.m.)

Absent: Commissioner Charles Kesl and Commissioner Eliana Salzhauer

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

2. Discussion Regarding Millage Rate and Budget – Andrew Hyatt, Town Manager

Town Manager Hyatt introduced the item and spoke regarding the budget cycle and turned it over to Assistant Town Manager Greene.

3. Final Millage Rate Adoption Resolution for FY 2022 - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; ANNOUNCING THE ADOPTED FINAL MILLAGE RATE OF 4.2 MILLS WHICH IS GREATER THAN THE ROLLED BACK RATE OF 4.1046 MILLS COMPUTED PURSUANT TO STATE LAW BY 2.32%; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item and gave the process of tonight's meeting and provided a presentation of the milage rate and budget. He provided the budget calendar as well as the FY 2022 proposed budget property values and recommends keeping the milage rate at 4.3499. He provided a breakdown and read the required statement into the record.

Commissioner Velasquez confirmed this is taking out the lifeguard stations.

Assistant Town Manager Greene stated yes, there are two caveats which includes the budget for the lifeguard stands will stay but they cannot purchase the equipment until they meet with the Surf Club and come back to the Commission for recommendations. The second one is the Town Hall structure resiliency project until they can obtain grants.

Mayor Burkett asked as a whole property owners will pay more for property taxes due to the increase in property values. He stated that the rollback rate gives the Town what they had last year and maintains the residents with what they pay. He gave a scenario on assessment and tax rate.

Assistant Town Manager Greene stated not exactly. He explained what the rollback rate would represent.

Further discussion took place among Mayor Burkett and Assistant Town Manager Jason Greene regarding the rollback rate and adding to the tax bill.

Mayor Burkett stated he is not comfortable with increasing the tax bill for the residents.

Commissioner Velasquez stated that she would agree with that if they would not be undergrounding the powerlines.

Vice Mayor Paul disagrees with Mayor Burkett's analogy as it pertains to the rollback rate and the rate proposed. She stated that the benefits the residents will have outweighs the savings. The rollback rate would give her \$50.00 more and with the recommended millage rate she would pay about \$100.00 more. She spoke regarding the loss of revenues and is comfortable with the recommended milage rate.

Mayor Burkett asked how much more they would collect over last year.

Assistant Town Manager Greene stated approximately \$700,000 and if the Champlain South money does not come in it would be \$200,000 less.

Mayor Burkett opened the floor to public comment.

The following individual from the public spoke:
Diana Gonzalez

A motion was made by Vice Mayor Paul to approve the resolution, seconded by Commissioner Velasquez. The motion failed with a 2-1 vote with Commissioner Kestl and Commissioner Salzhauer absent and Mayor Burkett and Commissioner Velasquez voting in opposition.

Mayor Burkett spoke regarding the taxes being out of control and getting the buy in for projects like undergrounding. He stated that it would be a good thing not to raise the taxes. He stated to go with the budget from last year and get the money and help from other areas.

Assistant Town Manager Greene stated that the revenue difference from the rollback rate is \$780,000 less.

Commissioner Velasquez stated that 4.1 is too low and would agree to 4.2.

Further discussion took place among the Commission regarding the proposed rate as well as tax rate increase and decrease.

Vice Mayor Paul spoke regarding the services provided. She also asked what the difference would be from the 4.2 rate and the rollback rate.

Assistant Town Manager Greene stated 4.2 would be \$298,000, which is what the Champlain Tower would be. It would be approximately \$480,000 decrease.

Vice Mayor Paul asked how this would affect the services.

Assistant Town Manager Greene stated that it would reduce the amount going into the reserves.

Mayor Burkett reiterated that he will not be the one to raise the taxes.

Commissioner Velasquez spoke regarding the expenditures incurred and being spent regarding the Champlain Towers.

Mayor Burkett commented on the statement made by Commissioner Velasquez.

A motion was made by Commissioner Velasquez to have the milage rate set to 4.2, seconded by Vice Mayor Paul. The motion carried with a 2-1 vote with Mayor Burkett in opposition, Commissioner Kesl and Commissioner Salzhauer absent.

4. Public Comment

5. FY 2022 Final Budget Adoption Resolution - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item.

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Vice Mayor Paul. The motion passed with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

6. Public Comment

There were no public speakers.

7. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 6:36 p.m. The motion received a second from Vice Mayor Paul. The motion carried with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

Accepted this ____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCreedy, MMC
Town Clerk



**Town of Surfside
Special Town Commission Meeting
Final Budget Hearing
MINUTES
September 30, 2021
5:01 p.m.**

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

1. Opening

A. Call to Order

Mayor Burkett called the meeting to order at 5:01 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, and Commissioner Nelly Velasquez.

Absent: Commissioner Charles Kesl and Commissioner Eliana Salzhauer

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

2. Discussion Regarding Millage Rate and Budget – Andrew Hyatt, Town Manager

Town Manager Hyatt introduced the item and spoke regarding the budget cycle and milage rate and turned it over to Assistant Town Manager Greene.

Assistant Town Manager Greene provided a presentation regarding the milage rate and budget along with the roll back rate. He read into the record the taxing authority statement.

3. Final Millage Rate Adoption Resolution for FY 2022 - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; ANNOUNCING THE ADOPTED FINAL MILLAGE RATE OF 4.3499 MILLS WHICH IS GREATER THAN THE ROLLED BACK RATE OF 4.1046 MILLS COMPUTED PURSUANT TO STATE LAW BY 5.98%, PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item and gave the process of tonight's meeting and provided a presentation of the milage rate and budget.

The following individuals from the public spoke:

Jeffrey Platt spoke regarding leaving the milage rate the same.

George Kousoulas spoke regarding leaving the milage rate the same.

Marianne Meisheid read Sheryl Goldberg, Chair of the Budget Advisory Committee's comments into the record to leave the milage rate the same. Ms. Meisheid also agrees with leaving the milage rate the same.

Jeff Rose spoke regarding leaving the milage rate the same to have the undergrounding and 96th Street Park. He spoke regarding homestead properties do not see much of a difference when the milage rate is changed. The people that get the tax rate increase are those that are investors, second home owners and the wealthy.

Marina Sarabia spoke regarding leaving the milage rate the same and not go back to the rollback.

Horace Henderson spoke regarding not increasing taxes in Surfside.

Commissioner Velasquez would like to keep it the way it is.

Vice Mayor Paul stated that she would like to keep the milage rate the way it currently is.

Commissioner Velasquez stated that they need to stop playing games and there are projects like undergrounding that need to take place.

Mayor Burkett stated that he disagrees, and property values have gone up and the residents are already paying more, and they should not continue paying more. He stated that he will not be bullied into raising taxes.

Vice Mayor Paul stated that when Mayor Burkett spoke about respecting the process it is setting the milage rate and budget, which is the most important thing they do. She stated that keeping the milage rate will assist with unexpected situations like the Champlain Tower. It is important to have the money in the reserves in order to move forward with projects they want like 96th Street Park.

Mayor Burkett stated that it is important to have a balance. He stated that he is confident that they will have enough money to have the projects done.

Commissioner Velasquez asked Assistant Town Manager Greene what was the roll back rate ten years ago.

Vice Mayor Paul stated that the rates continue going up after Mayor Burkett was not in office because they needed the money.

Commissioner Velasquez stated if he has gone to a gas station or buy wood, a piece of plywood, all products have significantly gone up and he wants to lower the amount of money this Town receives, that is irresponsible.

Further discussion took place among the Commission regarding the increase in the tax bill relative to the ones with homestead and investment properties as well as the funding needed for certain projects.

Assistant Town Manager Greene mentioned the milage rates in the past 15 years.

Vice Mayor Paul stated it took 10 years to get it back to where it is now.

Mayor Burkett stated that if there is something needed to justify the increase he would support it. He asked Assistant Town Manager Greene to give an example of the increase.

Assistant Town Manager Greene spoke regarding the cap with homestead properties.

Mayor Burkett spoke regarding the impact on residents with the rollback scenario.

Commissioner Velasquez discussed her TRIM notice and commented on her property tax bill for just the Town of Surfside, keeping the same and in comparison, to the rollback rate it is only a difference of \$100 a year. She stated that they do not control Miami Dade County charges and their taxes.

Mayor Burkett stated that the rollback rate puts the Town at the same budget as last year.

Vice Mayor Paul stated that her bill would only increase by \$100 a year at the proposed rate.

Assistant Town Manager Greene stated that in general the concept being captured is that the municipality would collect about the same dollars.

Further discussion took place among the Commission regarding the difference between the rollback rate and the proposed rate.

Assistant Town Manager Greene stated that it is around the same amount as last year and explained what the rollback rate.

Mayor Burkett stated that he will not be voting to increase the rate.

Town Attorney Arango stated the consequences if the Town Commission does not adopt a budget and milage rate.

Assistant Town Manager Greene stated that the Deputy Property Appraiser stated that if the Town does not adopt a budget and milage rate by today it will be catastrophic for the entire Miami-Dade County.

Mayor Burkett asked Commissioner Velasquez what she proposed at the last meeting.

Commissioner Velasquez stated that she proposed 4.2 at the last meeting but would listen to the residents and keep it the way it is.

Commissioner Velasquez asked Town Attorney Arango if one Commissioner could attend remotely via telephone.

Town Attorney Arango stated that it is against the Town's code and they cannot have any attending remotely.

Commissioner Velasquez spoke regarding resident comments.

Vice Mayor Paul stated that she bases her decision on the recommendations of Town Manager Hyatt, the Budget Committee, Assistant Town Manager Greene, and Town Attorney Arango.

Mayor Burkett stated that the undergrounding would not be compromised. He stated that he understands Commissioner Velasquez' argument. He stated that generally raising the taxes for the residents is a bad idea. He stated that he does not want to sit on a Commission that raises taxes.

Commissioner Velasquez spoke regarding the projects including the 96th Street Park, and the Abbott Avenue drainage.

Mayor Burkett asked if Commissioner Velasquez is expecting to borrow the money or write a check.

Commissioner Velasquez stated the Town will borrow the money, but that money has to be paid back.

Mayor Burkett asked how much encumbered amount is in the bank account.

Assistant Town Manager Greene stated it is around \$16 to \$18 million unrestricted.

Further discussion took place among the Commission regarding the cost of the undergrounding.

Mayor Burkett asked how much was put in the reserves last year.

Assistant Town Manager Greene addressed the comments made by Mayor Burkett.

Further discussion took place among the Commission regarding the amount going into the bank.

A motion was made by Vice Mayor Paul to have the milage rate as stated in the resolution, seconded by Commissioner Velasquez. The motion carried with a 2-1 vote with Commissioner Kesl and Commissioner Salzhauer absent and Mayor Burkett in opposition.

Mayor Burkett asked for the current fiscal year, which year the park was budgeted for.

Assistant Town Manager Greene gave the cost and tax rates in the past.

Further discussion took place among the Commission regarding the amount of revenues in the past, expenditures, budgeted amounts and revenues collected.

Mayor Burkett stated that he does not see raising taxes as a priority because they have the money for the undergrounding and Abbott Avenue drainage.

Mayor Burkett asked Assistant Town Manager Greene if they would collect the same amount as last year if they go to the roll back rate.

Assistant Town Manager Greene explained what the rollback rate is.

Commissioner Velasquez spoke regarding the cost for the undergrounding, Abbott Avenue drainage and the 96th Street Park.

Vice Mayor Paul asked what happens if they do not adopt a budget and what fines they are facing.

Commissioner Velasquez stated that they will not allow the Mayor to hijack this.

Commissioner Velasquez stated that they are not increasing the taxes.

Vice Mayor Paul spoke regarding historically the tax rate and how it affected the Town. She spoke how this will affect the Town and the reserves.

Town Attorney Arango stated that they need a unanimous vote and there needs to be a compromise.

Assistant Town Manager Greene provided some suggestions of possibly 4.2 and the lowest in 2009 was 4.73 and those are viable options.

Assistant Town Manager Greene read into the record based on a 4.3 milage rate would be an increase of 4.76% would represent \$611,000 over the rollback rate of 4.1046.

Mayor Burkett spoke regarding when he was Mayor in the past, relief to the residents and the revenue the Town collected ten years ago in comparison to the amount being collected now.

A motion was made by Commissioner Velasquez to set the milage rate at 4.3, seconded by Vice Mayor Paul. The motion carried with a 2-1 vote with Commissioner Kesl and Commissioner Salzhauer absent and Mayor Burkett in opposition.

Commissioner Velasquez left the dais at 6:23 p.m.

Mayor Burkett recessed the meeting at 6:23 p.m.

Commissioner Velasquez returned to the dais at 6:33 p.m.

Mayor Burkett reconvened the meeting at 6:33 p.m.

Vice Mayor Paul stated that she would go to 4.2 in order to compromise.

Further discussion took place among the Commission regarding a new milage rate.

Commissioner Velasquez stated that she met in the middle when she suggested 4.2.

Vice Mayor Paul agrees with Commissioner Velasquez.

Mayor Burkett stated he does not believe there is a justification to raise the milage rate.

Assistant Town Manager Greene stated that the milage rate suggested by Mayor Burkett would be 4.1523.

Commissioner Velasquez stated that this is an ego thing for the Mayor and she is trying to compromise. She stated that tons of residents that have emailed her and texted her stated that they want the 4.3499 milage rate.

A motion was made by Commissioner Velasquez to set the milage rate at 4.2, seconded by Vice Mayor Paul. The motion carried with a 2-1 vote with Commissioner Kesl and Commissioner Salzhauer absent and Mayor Burkett in opposition.

Assistant Town Manager Greene read into the record the 4.2 milage rate would be 2.32% higher than the rollback rate and that would generate \$298,000 difference, which is about the number you are losing from collecting from the Champlain Towers South.

Commissioner Velasquez left the dais at 6:45 p.m.

Mayor Burkett recessed the meeting at 6:45 p.m.

Commissioner Velasquez returned to the dais at 7:05 p.m.

Mayor Burkett reconvened the meeting at 7:05 p.m.

Mayor Burkett stated that he went over the numbers with Assistant Town Manager Greene and the loss of the Champlain Tower South and that will assist with his decision.

Assistant Town Manager Greene read into the record the 4.2 milage rate would be 2.32% higher than the rollback rate and that would generate \$298,000 difference.

A motion was made by Commissioner Velasquez to set the milage rate at 4.2, seconded by Vice Mayor Paul. The motion carried with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

4. Public Comment

There were no public speakers.

5. FY 2022 Final Budget Adoption Resolution - Andrew Hyatt, Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR BUDGETARY CONTROLS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR BUDGET AMENDMENTS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Clerk McCready read the title of the resolution.

Assistant Town Manager Greene introduced the item and the budget summary will be lowered by the recalculation number. This would reduce the milage rate by \$13,136,116, the change is made in the budget summary.

The following individuals from the public spoke:
Jeff Rose

A motion was made by Commissioner Velasquez to approve the resolution, seconded by Vice Mayor Paul. The motion passed with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

6. Public Comment

There were no public speakers.

7. Adjournment

A motion was made by Commissioner Velasquez to adjourn the meeting without objection at 7:09 p.m. The motion received a second from Vice Mayor Paul. The motion carried with a 3-0 vote with Commissioner Kesl and Commissioner Salzhauer absent.

Accepted this ____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT

OCTOBER 12, 2021

I. TOWN DEPARTMENTS

Building Department

A. A high number of large public record requests continue to come into the Building Department from all over the world, especially media-based inquiries, which have resulted in a heavy, ongoing workload to produce documents related not only to the Champlain Towers South, North and East but also to many of the other multi-story condominium buildings in the Town. We continue to work with Blue Digital and are going full speed ahead to scan, digitize and post online the construction plans for all buildings in Surfside. These buildings also include existing single-family homes when these plans are available. Although this work well exceeds state record keeping requirements, the benefit to our citizens will be an online digital availability of original construction documents some dating back to the 1930s.

B. Building Department Permit and Inspections numbers for the months prior are as follows:

- o *August*: 115 Permits issued; 160 Inspections performed; 40 lien searches completed.
- o *September* (as of 9-27-21): 74 Permits issued; 148 Inspections performed; 43 lien searches completed; 4 TCO/CO/CCs issued.

C. The Building Department has hired Chrome/Alvarez Engineering to perform structural plans review which by Miami-Dade law must be performed by a Florida registered professional structural engineer. This has resulted in a significant upgrade in service to our permitting customers as structural reviews are now completed in a matter of days instead of waiting many weeks to get structural reviews.

D. Building Official James McGuinness continues to advocate for the acceleration of the 40 Year Building Recertification to commence with buildings 30 Years Old (instead of 40 years old). The Building Official's Association has successfully taken this to the Miami-Dade County Board of Rules and Appeals who on September 23, 2021 voted for the recommended code modification. This recommendation will now go forward to the

County Commission for discussion, legislative action ultimately amending Miami-Dade County Code Chapter 8, Section 8-11. The consensus of this important developing legislation 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 revised 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 September 28, 2021, the total number of active, open cases being managed is 198. Of these cases, 87 cases are still under investigation and are working towards compliance; 14 cases are on-hold; 26 cases are in the Special Master hearing queue; 12 case are 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 owner is 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 mitigation 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 September 28, 2021, 86 cases have paid/settle for a total collection of \$39,464.00
- 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 45 Code lien searches for the month of September 2021.

D. The Code Compliance Division has continued to assist the Town Clerk's Office with public records requests.

- E. The Division presented 15 Code Compliance cases to the Special Master.

Community Services & Public Communications Department

A. This month, the Town discontinued use of the media hotline that was created. A total of 36 calls was placed to the hotline as of September 28. This total does not include the additional calls received directly by Communications. Communications will fully take over all calls from intake to response. The collapse and Town proceedings continue to attract media attention, particularly around anniversary dates, court hearings and Town meetings.

B. Communications and Tourism have completed the Surfy Kids Passport booklet, holiday street pole banner designs, and additional turtle project as guided by the Tourist Board. Additionally, several new videos were produced under the "Surfside Business Beat" segment to promote local businesses and the Surfside Farmers Market. New street banners are being designed for the Downtown District to promote local retailers, as well, driven by DVAC and Tourism.

Unfortunately, because the Board failed to meet due to lack of quorum, a number of initiatives were unable to be fulfilled this fiscal year.

Human Resources

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 sessions

B. ***COVID-19 Health Pandemic:*** Provided staff with COVID-19 information, support and assistance.

C. ***EEOC Discrimination Complaints:*** Awaiting on response from the U.S. Equal Employment Opportunity Commission with regards to EEOC complaints filed by Victor May and Donna Natale-Planas.

D. Insurance Renewal: Successfully completed the enrollment and renewal period. Switch health, dental and vision to Cigna and that represented a budgetary savings \$180,000 and \$126,500 in savings from the FY 2021 premium.

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 non-FOP, Town employees 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
- New hire reporting – Florida Department of Revenue
- Workers' compensation
- Grievance
- Employee appreciation, recognition, activities
- Labor statistics report – U.S. Department of Labor Statistics
- Interviews
- Personnel counseling
- 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
- Public records requests
- FMLA assistance

<i>Finance Department</i>

Monthly Budget to Actual Summary as of August 31, 2021 – *Attachment "A"*

<i>Parks and Recreation Department</i>

Parks and Recreation continued to operate the following facilities: The 96th 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. Repairs are now scheduled for the tennis center to start September 28, 2021. The Tennis Courts are projected to reopen October 13, 2021. Fall programming classes are in full swing. 96th Street Park design was approved at the September 14, 2021 Commission meeting. Coordination for any missing beach ocean buoys to be reinstalled is underway, anticipated October date for completion. Halloween Event has been set for October 29, 2021, 6:00 - 9:00pm at 96th Street Park. Beach Clean-up event was completed on September 18, 2021.

<i>Planning Department</i>

Development Application Process (2012 – Present) – *Attachment "B"*

<i>Police Department</i>

A. Police Department Statistics (September 1 – September 23, 2021)

- Traffic Citations – 453
- Parking Citations – 403
- Arrests – 8
- Dispatch Events – 1,271
- Incident/Crime Reports – 37

B. Onsite Mock Accreditation Assessment

The onsite Mock Accreditation assessment took place September 27 - 28, 2021. The mock assessment process prepares the Police Department for the Re-Accreditation assessment which will take place December 7 - 9, 2021. Chief Douglas Robertson from the Wilton Manors Police Department, Captain Harvette Smith from the North Miami Beach Police Department, Officer Amanda Schaefer from Sunrise Police Department and Angela Madias from the Davie Police Department graciously conducted the assessment for Surfside.

C. Police Events/Community Outreach

- The FLOW (Florida Licensing on Wheels) is October 4, 2021 from 10:00 a.m. to 1:30 a.m. in the Commission Chambers.
- The Surfside Police Department is hosting a presentation on Officer Involved Shooting/In-Custody Death Investigation Process and Policy training conducted by a representative from FDLE on Thursday, October 14, 2021 from 4:00 to 5:00 p.m. in the Commission Chambers.
- The Surfside Police Department will host two community blood drives on October 17 and October 21, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- The Aventura Marketing Council is hosting their annual Salute to Law Enforcement breakfast meeting on October 20, 2021 at 7:30 a.m. in Aventura. Captain John Healy will attend and represent the SPD.
- Code Enforcement will host their monthly Special Master Hearing on October 20, 2021 from 10:00 a.m. – 2:00 p.m. in the Commission Chambers.
- Surfside PD, Aventura PD, Bay Harbor Islands PD, North Miami PD and Sunny Isles Beach PD will host a Multi-Agency Collection Day (electronics recycling, Shred-a-Thon and DEA Drug Takeback) on October 23, 2021 at Bill Bird Marina (Haulover Park) from 10:00 a.m. to 1:00 p.m.
- The monthly Coffee with the Cops is October 28, 2021 at 10:00 a.m. in the Police Training Room with coffee and refreshments graciously provided by Starbucks.
- The Police Department will contribute to the Parks and Recreation's Spooky Spectacular on October 29, 2021 from 6:00 p.m. to 9:00 p.m. at the 96th Street Park by giving out Halloween candy. Officer Juan Duran and Executive Assistant Dina Goldstein will represent the Police Department and participate in the event.
- Surfside Police officers will be stationed throughout the Town on Halloween, October 31, 2021, handing out candy to the trick-or-treaters.

II. COMMUNITY GARDEN UPDATE

Community Garden Update – *Attachment "C"*

III. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 09/01/2021 - 09/30/2021

Request Category	Created in period	Closed in period	Average days to close
Beach Issue	1	0	
Other	4	0	
Police (Safety Concern)	2	2	6.4
Barking Dog	1	1	0
Parking Issue	1	0	

Requests filtered by request category that have been created 01/01/2014 - 09/30/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	238	214	15.8
Code Compliance (Safety Concern)	112	109	19.8
Code Compliance (Violation)	186	182	18
Community Center (P & R)	12	10	7.4
Dog Stations (P & R)	17	17	2.8
Drainage/Flooding (PW)	43	34	17
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	323	278	16.2
Police (Safety Concern)	103	101	5.6
Pothole (PW)	6	6	18.4
Solid Waste (Commercial) (PW)	8	7	4.8
Solid Waste (Residential) (PW)	39	28	13.2
Street lights (PW)	77	60	83.2
Surfside Dog Park (P & R)	12	11	0.7
Utilities (Water/Sewer) (PW)	48	35	24.2
Barking Dog	13	13	12.2
Beach Patrol	6	5	2.1
Parking Issue	111	105	2.1
Construction Issues	51	41	13.7
Dead Animal	7	5	8.7

IV. TOWN PROJECTS

Biscaya Waterline Replacement

The final walkthrough for the project took place on July 26, 2021.

96th Street Park

On September 14, 2021, the Design Team presented Design Development plans to the Town Commission and received approval to move forward with Construction Documents. The Design Team continues to pursue permitting of the kayak launch on an accelerated schedule, coordinate with the LEED consultant brought onto the team and work with the Town to prepare for the bidding process.

Abbott Avenue Drainage Study

The Town Commission has approved expending up to \$422,653.52 for the engineering effort to design and oversee procurement of the project.

Byron/Bay Closure Study

Miami-Dade County DTPW's reviewed the Traffic Study methodology for the traffic analysis related to potential road closure of Byron Avenue and Bay Drive at 96th Street and concluded that it cannot complete and render a final decision of the methodology review due to the current traffic conditions of the area. Various MOT (maintenance of traffic) are in place after the building collapse at 8777 Collins Avenue which will impact and affect the overall Town wide traffic circulation. The Town of Surfside can resubmit the methodology once traffic conditions are back to normal (pre-building collapse) which include all roadways being open to the public.

Undergrounding of Utilities

The utility undergrounding Phase 1 planning is progressing better than last reported. We have received information from all utilities except ATT, which we were not expecting, and conversion to comprehensive plans by KCI are creating useful data for the ongoing estimating process.

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. We were hoping that the plans we 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. The ATT situation is being overcome with the incorporation of comparable data available from similar residential neighborhoods. In the event the project moves into Phase 2, document completion status, we will approach ATT at that time.

KCI field verification activities have continued as necessary with the assistance of the Public Works department, this information is being included in their design documentation.

The Binding Cost Estimate from FPL remains outstanding, it is expected any time now. This cost data will be critical to the final preparation of the overall project cost estimate.

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 which are now complete for streetlighting. The cost estimate for SL is now complete.

Respectfully submitted by:



Andrew E. Hyatt, Town Manager

TOWN OF SURFSIDE, FLORIDA
MONTHLY BUDGET TO ACTUAL SUMMARY
FISCAL YEAR 2020/2021
As of AUGUST 31, 2021
92% OF YEAR EXPIRED (BENCHMARK)

Agenda Item #

Page

1 of 3

October 12, 2021

GOVERNMENTAL FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
GENERAL FUND - 001			
REVENUE	\$ 16,632,277	\$16,595,129	100%
EXPENDITURES	13,397,957 B	\$16,595,129	81%
Net Change in Fund Balance	3,234,320		
Fund Balance-September 30, 2020 (Audited)	18,655,227 A		
Fund Balance-August 31, 2021 (Reserves)	<u>\$ 21,889,547</u>		
TOURIST RESORT FUND - 102			
REVENUE	\$ 3,954,862	\$2,939,353	135%
EXPENDITURES	2,134,489	\$2,939,353	73%
Net Change in Fund Balance	1,820,373		
Fund Balance-September 30, 2020 (Audited)	2,144,801		
Fund Balance-July 31, 2021 (Reserves)	<u>\$ 3,965,174</u>		
POLICE FORFEITURE FUND - 105			
REVENUE	\$ 54,907	\$2,000	2745%
EXPENDITURES	1,985	\$2,000	99%
Net Change in Fund Balance	\$ 52,922		
Fund Balance-September 30, 2020 (Audited)	168,289		
Fund Balance-August 31, 2021 (Reserves)	<u>\$ 221,211</u>		
TRANSPORTATION SURTAX FUND - 107			
REVENUE	\$ 194,018	\$235,706	82%
EXPENDITURES	119,324	\$235,706	51%
Net Change in Fund Balance	74,694		
Fund Balance-September 30, 2020 (Audited)	443,485		
Fund Balance-August 31, 2021 (Reserves)	<u>\$ 518,179</u>		
BUILDING FUND - 150			
REVENUE	\$ 729,990	\$1,068,035	68%
EXPENDITURES	877,340	\$1,068,035	82%
Net Change in Fund Balance	(147,350)		
Fund Balance-September 30, 2020 (Audited)	2,058,118		
Fund Balance-August 31, 2021 (Reserves)	<u>\$ 1,910,768</u>		
CAPITAL PROJECTS FUND - 301			
REVENUE	\$ 1,204,831	\$2,980,448	40%
EXPENDITURES	681,743	\$2,980,448	23%
Net Change in Fund Balance	523,088		
Fund Balance-September 30, 2020 (Audited)	4,913,412		
Fund Balance-August 31, 2021 (Reserves)	<u>\$ 5,436,500</u>		

NOTES:


1) Many revenues for August 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 \$1,104,085 of expenditures incurred for Champlain Towers South collapse.

PROPRIETARY FUNDS	ACTUAL	ANNUAL BUDGET	% BUDGET
WATER & SEWER FUND - 401			
REVENUE	\$ 3,709,683	\$4,416,436	84%
EXPENDITURES	2,898,106	\$4,416,436	66%
Change in Net Position	811,577		
Unrestricted Net Position-September 30, 2020 (Audited)	(1,719,678)		
Unrestricted Net Position-August 31, 2021 (Reserves)	<u>\$ (908,101)</u>		
MUNICIPAL PARKING FUND - 402			
REVENUE	\$ 1,365,867	\$1,288,140	106%
EXPENDITURES	979,740	\$1,288,140	76%
Change in Net Position	386,127		
Unrestricted Net Position-September 30, 2020 (Audited)	1,300,018		
Unrestricted Net Position-August 31, 2021 (Reserves)	<u>\$ 1,686,145</u>		
SOLID WASTE FUND - 403			
REVENUE	\$ 1,464,813	\$1,917,932	76%
EXPENDITURES	1,631,990	\$1,917,932	85%
Change in Net Position	(167,177)		
Unrestricted Net Position-September 30, 2020 (Audited)	102,829		
Unrestricted Net Position-August 31, 2021 (Reserves)	<u>\$ (64,348)</u>		
STORMWATER FUND - 404			
REVENUE	\$ 830,109	\$1,070,706	78%
EXPENDITURES	623,895	\$1,070,706	58%
Change in Net Position	206,214		
Unrestricted Net Position-September 30, 2020 (Audited)	3,355,198		
Unrestricted Net Position-August 31, 2021 (Reserves)	<u>\$ 3,561,412</u>		
FLEET MANAGEMENT FUND - 501			
REVENUE	\$ 788,161	\$863,307	91%
EXPENDITURES	510,594	\$863,307	59%
Change in Net Position	277,567		
Unrestricted Net Position-September 30, 2020 (Audited)	831,432		
Unrestricted Net Position-August 31, 2021 (Reserves)	<u>\$ 1,108,999</u>		



Jason D. Greene, Assistant Town Manager/CFO



Andrew Hyatt, Town Manager

Town of Surfside
Net Funds Historical Balances
Period 2017 - August 2021

FUND	9/30/2017	9/30/2018	9/30/2019	9/30/2020	8/31/2021	CAGR ^(a)
General	\$ 8,460,802	\$ 10,902,050	\$ 14,984,105	\$ 18,286,748	\$ 21,889,547	29.3%
Tourist Resort	469,880	356,313	1,640,525	2,109,658	3,965,174	65.0%
Police Forfeiture	164,933	159,527	105,725	168,289	221,211	0.7%
Transportation Surtax	388,363	263,292	328,377	442,856	518,179	4.5%
Building	1,742,910	2,760,673	2,563,517	1,991,388	1,910,768	-11.9%
Capital Projects	576,122	2,158,902	3,048,582	4,899,128	5,436,500	104.1%
Water & Sewer	(3,048,579)	(2,546,398)	(2,367,098)	(1,733,610)	(908,101)	-17.2%
Municipal Parking	811,013	943,315	1,198,948	1,293,993	1,686,145	16.9%
Solid Waste	429,743	601,201	641,636	219,615	(64,348)	-20.1%
Stormwater	3,264,379	3,203,878	3,200,132	3,205,050	3,561,412	-0.6%
Fleet Management	-	-	585,363	825,468	1,108,999	N/A
Total	\$ 13,259,566	\$ 18,802,753	\$ 25,929,812	\$ 31,708,583	\$ 39,325,486	31.2%

(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 updated on 8/28/2021

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.
7/20/2012 9450 Collins Ave	The Shul - New multiuse glass atrium and joining learning center (3 stories)	DRG - 2/11/2013, 3/27/2013, 7/9/2013 P&Z - 2/27/2014 TC - 10/28/2014 Site Plan Ext -	3 story expansion of 8,558.9 square feet		None	None	14-509	Issued	Under Construction
8/17/2015 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. Additional Covid extension - New Permit Due Date December 26, 2021 DRG - Original submittal: 7/10/2016, 7/27/2016 revised submittal: 6/27/2018, 8/28/2018, 11/1/18	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	P&Z - Original approval: 7/18/2016, Revised approval: 11/29/18 TC - Original approval: 11/10/2016, Approved February 26, 2019 Site Plan Ext - Request submitted to extend approval due to emergency declaration (Hurricane Dorian). Additional Covid and Tropical Storm Elsa extensions - New Permit Due Date February 1, 2021.	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 8955 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 - 12/10/19 Site Plan Ext - 2 COVID Extensions New Permit Deadline 9/27/23	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 submittal: 8/01/2016 12/23/2016 - 09/09/2018, 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 -							
1/7/2020 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 -							



MEMORANDUM

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2021
Subject: Community Garden Non-Profit Annual Renewal

Please note the Surfside Community Garden non-profit "Surfside Urban Gardeners" has met the following requirements to renew its October 1 annual agreement:

- 1) Remitted payment in the amount of \$12 (\$1 per month).
- 2) Proof of non-profit status.
- 3) Certificate of Liability Insurance.

Prepared by *IM*



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: October 6, 2021

SUBJECT: Office of the Town Attorney Report for October 12, 2021 Regular Commission Meeting

This Firm attended/prepared and/or rendered advice for the following Commission meetings and workshops, and Board and Committee meetings during the past month:

September 9, 2021 – Zoning Code Workshop

September 13, 2021 – Special Town Commission Meeting Budget FY 2022 (1st Budget Hearing)

September 14, 2021 - Regular Town Commission Meeting

September 23, 2021 – Special Town Commission Meeting Budget FY 2022 (2nd Budget Hearing)

September 30, 2021 – Special Town Commission Meeting Budget FY 2022 (2nd Budget Hearing)

September 30, 2021 - Planning & Zoning Board Meeting

October 4, 2021 – Tourist 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 attending weekly status hearings before Judge Hanzman and addressing numerous questions and issues from the Court and appointed Receiver, Michael Goldberg, including imminent transition of the CTS Site from the County to the Receiver and necessary permits for operation of the CTS Site.

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 various needs arising from the CTS Building Collapse.

As typical, members of the Firm continue to assist the Town administration and staff, as well assist boards and committees, with application review, contract and agreement review, preparation of ordinances as directed by the Commission, procurement and purchasing, budgetary requirements and approval process and amendments to FY 2022 budget, 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, employee complaints of discrimination, 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 96th Street Park; contracts and agreements necessitated by the CTS Building Collapse; public records and media requests due to the CTS Building Collapse, continued subpoenas and document requests from litigants in the CTS litigation, and respond to permit and operational issues on the CTS Site.

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 96th Street Park, and corresponding Professional Services Agreement
- Resolution Approving Agreement with HPF Associates for Project Management Support Services for Undergrounding of FPL and Utilities Project, and corresponding Professional Services Agreement
- Resolution in Support of Closing Bay Drive at 96 Street and/or Other Traffic Mitigation Measures
- Resolution Approving Installation of Above Ground Fuel Storage Tank at Town Hall Facilities
- Resolution Approving Purchase of Four Police Vehicles and Equipment
- Resolution Approving Youth Tennis and Soccer Agreements
- Resolution Approving Diamond Brite Pool Resurfacing for Community Center Pool/Spa
- First Amendment to License Agreement with Wavey Acai for Farmer’s Market
- Resolution Directing Manager to Coordinate and Schedule a Process for Proposed New Zoning Code
- Ordinance Permitting Pet Grooming Services as Accessory to Pet Retail in the SD-B40 District
- Resolutions Approving Eight (8) Continuing Services Agreements with Engineering Firms Pursuant to CCNA for Engineering Services
- Resolution Approving an Agreement with Keith and Associates for Study and Design of Abbott Avenue Drainage Improvements
- Resolution Approving Legislative Priorities 2021

- Resolution Amending Resolution 2020-2746 in Support of Closing Byron Avenue and Bay Drive and/or Traffic Mitigation Measures
- Resolution Approving Police Mutual Aid Agreement with North Bay Village
- Agreement with Cintas Uniforms for PW Department
- Agreements with Lexis-Nexis for Police Services
- RFP for Street Sweeping Services
- Resolution Selecting and Awarding Contract for Construction of Point Lake Subaqueous Water Main Crossing to Biscaya Island
- 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, 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 88th 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 96th 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
- Ordinance Side Setbacks for H120 District
- Resolutions Approving Tentative Millage Rate and Budget for FY 2022 (1st Budget Hearing)
- Resolutions Approving Final Millage Rate and Budget for FY 2022 (2nd Budget Hearing)
- Resolution Authoring Expenditure of Funds to KCE Structural Engineers for Task 2 Engineering Analysis and Destructive Testing
- Resolution Approving Project Agreement with 300 Engineering Group, P.A. for Sanitation Sewer Evaluation Survey and Smoke Testing Services for the Town’s Sanitary Sewer System
- Resolution Approving a Federally Funded Subaward and Grant Agreement with Florida Department of Emergency Management (FDEM) for Public Assistance Grant Program

Eligibility in Connection with Federal Emergency Management Agency (FEMA) Disaster Declaration No. 2560-EM-FL Relating Champlain Towers Building Collapse.

- Resolution Approving the Submission of Grant Applications For Town Projects Between October 1, 2021 and September 30, 2022; Subject to and Pending Final Acceptance of Awarded Funds and Approval of Grant Agreements by Town Commission
-

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

Beach House Hotel, LLC vs. Town of Surfside, Case No. 2020-025405-CA-06 in the Circuit Court 11th Judicial Circuit, Miami-Dade County, Florida. On December 7, 2020, the Town was served with a Complaint for Declaratory Relief, Preliminary and Permanent Injunction in connection with the Town’s Beach Furniture Ordinance. On December 23, 2020, the Town filed a Motion for Extension of Time to Respond to the Complaint for 30 days. An Executive Session pursuant to Section 286.011(8), F.S., was held with the Town Commission on January 22, 2021. The Town filed its Answer and Affirmative Defenses on February 4, 2021. 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. The Town is in the process of engaging its own expert to address the Plaintiff’s expert report and the Town’s 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 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 or firm to assess the impacts of increased noise at designated location(s) in Town 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 upcoming 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, including transition of the CTS Site from the County to the Receiver and addressing operational and permitting requests; 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 complaints; Assist with process and independent third party investigations of employee discrimination complaints; 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 96th 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; 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.

The Town Attorney and the Human Resources Department are seeking direction from the Town Commission at the October 12, 2021 Commission Meeting to address a discrimination complaint filed by a Town employee against the Town Manager, including, specifically, authority to engage and perform an independent investigation and authority to expend funds.



Town of Surfside

DOWNTOWN VISION ADVISORY COMMITTEE MINUTES

March 18, 2021 – 6:00 p.m.

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order at 6:04 p.m.

The following Members introduced themselves:

Chair Marianne Meishcheid
 Committee Member Elliott Kula
 Committee Member Meghan Rote
 Committee Member Cuenca
 Vice Chair Zoya Pashenko (arrived at 6:08 pm)

Also, present: Commissioner Charles Kesl, Commission Liaison
 Frank Trigueros, Tourism Manager
 Evelyn Herbello, Deputy Town Clerk
 Clara Diaz-Leal, Tourist Board Liaison

2. Agenda and Order of Business

3. Approval of Minutes – December 15, 2020

A motion was made by Committee Member Rote to approve the December 15, 2020 minutes as amended, seconded by Committee Member Kula. The motion carried with a 4-0 vote with Vice Chair Pashenko absent.

Chair Meischeid asked for an update on the parking incentive item.

Tourism Manager Trigueros stated that Commissioner Kesl had it added to the last meeting's agenda in an effort to explore different parking incentives for the downtown district.

Commissioner Kesl stated that he has a memo regarding that item and will have it on the April Town Commission meeting agenda.

Chair Meischeid stated that she hoped the Town Commission would address it at their next meeting given the topic's importance.

4. Resort Tax Collection & Vacancies Report

Tourism Manager Trigueros gave a presentation on the Resort Tax Collection and the vacancy report. He noted shrinking differentials in the collection versus the previous year, indicating that the numbers are beginning to stabilize.

5. Tourist Board Update

Tourism Manager Trigueros updated the Committee on the Marketing Recovery Budget that was approved at the recent Tourist Board meeting. It included funds for marketing initiatives that will engage the community and promote Surfside with limited spending. He stated that next month they will be putting into place some of the practices and initiatives that are on the list.

6. Downtown District Survey Results

Public Services and Communications Director Dauginikas introduced herself to the Board Members and provided the summary of the survey. She stated that respondents were looking for a more modern aesthetics. She continued with additional respondent feedback including need of widening the sidewalks and more bike racks and biking areas.

Tourist Board Liaison Diaz-Leal asked how this correlates with the Downtown District Walkability.

Tourism Manager Trigueros answered Tourist Board Liaison Diaz-Leal's question noting this was a separate initiative, but that feedback collected may yield interesting findings that can further inform the walkability item.

Board Member Kula asked if there is something on the list that they as a committee can be useful in advancing.

Tourism Manager Trigueros stated that they can look through the survey's entered data to find feedback addressing aesthetics, for example on outdated façades.

Board Member Kula asked if there is something more concrete that they can approach and finish during their term on DVAC. He asked if there are any short-term projects that they can address and complete.

Tourist Manager Trigueros responded to Board Member Kula's question primarily pointing out opportunities to improve on communications related to information on the downtown district as indicated by the survey, which showed channels like the Town website and

social media had room for improvement. He stated that the next item, walkability, would incorporate many components including aesthetics and be more of a long-term project.

7. Downtown District Walkability

Chair Meischeid stated that this has been a concern and priority for DVAC for several years, adding that she spoke to the Town Manager about increasing sidewalk space and improving pedestrian the surface of the sidewalks. She also spoke regarding freshening up the look of the entire downtown district. She continued by referencing several diagrams created by fellow resident George Kousoulas. Mr. Kousoulas' files included ideas to widen sidewalk space by eliminating a strategic handful of parallel parking spaces along Harding Avenue.

The following individuals spoke regarding the item:

George Kousoulas spoke and walked the Committee through his findings and recommendations.

Jeff Rose

Chair Meischeid commented on the need for the walkability project.

Committee Member Cuenca asked if Mr. Kousoulas' recommendations would mean gaining or eliminating greenspace. She stated that they need to maintain their greenspace and thinks the plan is a good one.

George Kousoulas stated that his plans do not call for removing any greenspace.

Further discussion took place regarding greenspace, cross section and storm drainage.

A motion was made by Vice Chair Pashenko to recommend to the Town Commission to consider and act on widening the sidewalks collectively in order to improve sidewalk dining and walkability as well as transmitting the diagrams provided by George Kousoulas to the Town Commission for their consideration, seconded by Committee Member Cuenca. The motion carried with a 5-0 vote.

Public Services and Communications Director Dauginikas provided a presentation on the different ground coverings and the types that are available.

Chair Meischeid asked how much money was involved in this project.

Public Services and Communications Director Dauginikas answered Chair Meischeid question and stated that she will check on the time frame.

Chair Meischeid stated that she would like input from Public Works Director Stokes and if they are going forward with the sidewalks. She stated that she would like to have more information and the cost associated with this project.

Vice Chair Pashenko stated that she likes the white but does not know how well it will hold up and if these are the only three options. She prefers the white marble if these are the only ones available.

Commissioner Kesl asked if anyone knows the purpose of this and that it is harder to clean wood chips.

Vice Chair Pashenko stated that the water takes away the wood chips.

Public Services and Communications Director Dauginikas stated that is the reason these were used because they are more durable and do not wash away.

The following individual spoke:
George Kousoulas

Committee Member Rote stated that she likes the white better.

Committee Member Kula stated that he likes the white better.

Committee Member Cuenca stated that she likes the white better.

Chair Meischeid prefers the white rock as well.

8. Art in Public Places Final Recommendation

Tourism Manager Trigueros introduced the item and explained the recommendation to have an ordinance created to allow for art in public places using a special event permit for the approval process. Permits would be approved by the Tourist Board since they meet monthly.

Chair Meischeid requested that DVAC be consulted when it comes to any art projects in the Downtown Business area. She commented on the art installed on the corner of Harding and 95th and stated that it does look terrific.

Tourism Manager Trigueros stated that is ~~with~~ a different program which is a private partnership between the property owner and artist.

Tourist Board Member Diaz-Leal asked how this would be arranged since the Tourist Board meets monthly, therefore, would DVAC need to hold a special meeting.

Tourism Manager Trigueros stated that the Town would have to speak with the artist and advise them that they have to appear before the whole committee if they would like to secure approval for a downtown art display.

A motion was made by Committee Member Rote to proceed with the Art in Public Places process recommendation and that any art involving the downtown business district must also be approved by and presented to DVAC. The motion carried with a 5-0 vote.

The following individual from the public spoke:
George Kousoulas

A motion was made by Committee Member Kula to recommend to the Planning and Zoning Board to look into the requirements for low iron glass for the storefronts at Harding Avenue, and have more flexibility with the awnings on Harding Avenue, seconded by Committee Member Rote. The motion carried with a 5-0 vote.

Committee Member Kula stated that he had a call from someone that asked regarding all the Downtown District's expanded sidewalk cafes noting these may have been allowed due to the pandemic given outdoor dining restrictions.

Chair Meischeid stated that she spoke with the Town Manager regarding this same issue and asked which restaurants have permits for outside dining and that Tourism Manager Trigueros was going to follow up. She stated that the Town Manager said that the County started allowing the sidewalk dining on March 2020 and it expired March 13, 2021 and he will be addressing that issue.

Public Services and Communications Director Dauginikas stated that she spoke with the Town Manager. She stated that the Town Manager had met with Code Enforcement and he will be revisiting the permitting of sidewalk dining.

Further discussion took place regarding outside dining and what is permissible under the requirements.

Tourist Board Liaison Diaz-Leal stated that she does walk and if what they are looking for is having comfortable walking and using a stroller on the sidewalk, they do not have that currently. She stated that the businesses need walkability.

9. Future Meeting Date – June 17, 2021

Tourism Manager Trigueros advised the Board of their next meeting for June 17, 2021.

Consensus was reached to have their next meeting on June 17, 2021.

10. Public Comment – (3-minute limit)

There were no public comments.

11. Adjournment

A motion was made by Committee Member Kula to adjourn the meeting 7:23 p.m. The motion received a second Committee Member Rote. The motion carried with a 5-0.

Respectfully submitted:

Accepted this 5th day of October, 2021.


Marianne Meishcheid, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



Town of Surfside

TOURIST BOARD MEETING MINUTES

9293 Harding Avenue, Surfside, FL 33154
August 2, 2021– 5:30 p.m.

Opening Items:

1. Call to Order/Roll Call

The meeting was called to order by Chair Herman at 5:31 p.m.

Present: Chair Lisa Herman
Board Member Robert Lisman
Board Member Ian Mavorah

Absent: Vice Chair Eli Tourgeman
Board Member Clara Diaz-Leal

Also present: Vice Mayor Tina Paul
Lillian Arango, Town Attorney
Andrew Hyatt, Town Manager
Evelyn Herbello, Deputy Town Clerk
Malarie Dauginikas, Community Services & Public
Communications Director
Frank Trigueros, Tourism Manager

2. Agenda and Order of Business

Chair Herman asked to hold a moment of silence for the victims and those lost in the collapse of Champlain Towers South.

3. Approval of Meeting Minutes: May 3, 2021

A motion was made by Board Member Lisman to approve the May 3, 2021 Tourist Board Meeting Minutes, seconded by Board Member Mavorah. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

4. Resort Tax Collection

Tourism Manager Trigueros gave an update on the Resort Tax Collection, providing different charts including comparative data for high season 2021 versus

2020; February 2021 versus 2020, and April 2021 versus April 2019 given that the April 2020 collection was very low due to covid closures. All charts indicate a very strong recovery with several numbers showing increases on the 2% Food and Beverage tax and the 4% Accommodations tax.

5. #SurfsideStrong T-Shirts

Tourism Manager Trigueros spoke regarding the item and thanked Board Member Lisman and Vice Chair Tourgeman for their idea and support. He stated that they handed out the t-shirts at the memorial concert and 5k run. The cost for 4,000 was \$11,400. Staff obtained three quotes to find the lowest cost. The funding will be pulled from the events part of the tourism budget, which has been largely unspent for the past two years.

6. Miami Spice

Tourism Manager Trigueros spoke regarding the item, noting the GMCVB has graciously offered to waive both the membership and program participation fee for Surfside restaurants to assist them with recovery. Out of 11 identified eligible restaurants, only four expressed interest and three signed up: La Plage at the Grand Beach Hotel, Backyard BBQ + Brew, and 16 Sushi & Tapas. All participants will be promoted heavily. Additionally, the GMCVB will be donating proceeds generated through OpenTable for all Miami Spice reservations to the Town of Surfside.

Separately, the South Beach Wine and Food Festival (SBWFF) generously made \$30,000 in grants available to Surfside restaurants. The application information was shared with all restaurants.

Chair Herman asked why more Surfside restaurants declined to participate in Miami Spice and be more engaged.

Tourism Manager Trigueros addressed the comment made by Chair Herman saying perhaps they did not want to offer discount pricing.

Lastly, Tourism Manager Trigueros thanked the Greater Miami Chamber of Commerce and the Miami Marlins Foundation for stepping up to set up the Surfside Small Business Recovery Fund. This fund will collect monetary donations exclusively for Surfside businesses.

7. Farmer's Market Summer Enhancements

Tourism Manager Trigueros spoke regarding the item and introduced Javier Valmana.

Javier Valmana provided a history of the Farmer's Market and provided a PowerPoint presentation with suggestions of ideas that he would use the sponsorship funds. One suggestion was ordering portable mist fans to alleviate the hot summer temperatures. He spoke about ideas on targeting the residential community. He also provided suggestion on having bicycle parking racks for those that bike to the market. He also suggested possibly having once a month live music and see how it is accepted by the residents, the music would be acoustic, not amplified.

Chair Herman asked if this is being paid for with the money from last year.

Mr. Valmana stated that last year's money was used for umbrellas and other items.

Board Member Mavorah asked about signage options including the yard signs, asking if approval would be sought from homeowners.

Mr. Valmana addressed the questions posed by Board Member Mavorah regarding the design and logistics. Yard signs would not be placed on any actual yards, he was referring to the design and shape.

Tourism Manager Trigueros noted that the enhancements made to the market last year with the sponsorship funds have already made a clear difference. The visual footprint is much nicer and folks are encouraged to engage more thanks to seating and shade.

Board Member Lisman thanked Mr. Valmana for everything that he is doing for Surfside, adding this type of event helps the community come together.

8. Town Monument Signs, Holiday Lighting

Tourism Manager Trigueros spoke regarding the item and provided a PowerPoint presentation with the different designs as well as the cost. The options are the current design by Miami Christmas Lights, as well as new proposals from Christmas Designers and The Christmas Palace, which both presented two options.

Chair Herman asked if all four monument signs needed to be the same or if designs could mix and match.

Tourism Manager Trigueros responded designs could be mixed, as long as they were from the same company, that is for the Board to decide.

Board Member Lisman stated that he liked the turtle design from Christmas Designers the best.

Chair Herman also likes the turtle.

Board Member Mavorah also likes the turtle given that it is an established Town motif and would be more Instagrammable.

Tourism Manager Trigueros agreed with Board Member Mavorah that the turtle would be more instagrammable and it would all tie in.

Board Member Lisman asked if it was being purchased or rentals.

Tourism Manager Trigueros stated that they will be renting due to the time frame that they are working with currently this year.

A motion was made by Board Member Lisman to approve the turtle monument design, seconded by Board Member Mavorah. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

Chair Herman asked regarding the holiday banners.

Tourism Manager Trigueros advised that they will be bringing back to them some banner designs at a future meeting.

9. Public Relations Update

Tourism Manager Trigueros gave a public relations update on behalf of Pinzur Communications with a PowerPoint presentation highlighting different press highlights as well as the June culinary media tour. The food tour was very well attended with representatives from publications including El Nuevo Herald, Miami New Times, Sun Sentinel, contributors to Conde Nast Travel and more. Featured stops included the Grand Beach Hotel, Harbour Grill, 26 Sushi & Tapas, and Morelia Gourmet Paletas. Coverage will be expected in the coming months.

Additionally, he noted that Pinzur assisted with some of the relief efforts due to the Champlain Towers South collapse.

Chair Herman asked regarding the design of the kid's turtle passport initiative. Tourism Manager provided a sneak peak at the cover and stated the passport will be presented at the September meeting.

10. Instagrammable Spots in Surfside

Tourism Manager Trigueros spoke regarding the item and provided the Board with different options and staff recommendations. He provided a PowerPoint presentation that included a vertical garden option which does require water and electricity which limits the location possibilities. He stated that they determined that the entrance of Town Hall would be best place given this access. This would amount to \$13,294.00 plus the logo, which would raise it to approximately \$15,000, and if the Board likes it, he will provide a more concrete amount at the next meeting. He provided the presentation of "Leo the Lion" type of design which is an interactive vacuum trash can popular with kids in some other locations. The idea would be to adapt that concept to something oceanic due to Surfside's location. He provided a suggested whale shark design sketched by Deputy Clerk Evelyn Herbello's daughter Gabriella Herbello whom he thanked for the design. He stated they could try and place it out in front of the community center, or perhaps in the back.

Chair Herman asked if they are solar.

Tourism Manager Trigueros stated that they are not but would be great if they could have it solar.

Chair Herman asked if the lifeguard stands have power and what other municipalities are doing.

Board Member Lisman likes the living wall but not at Town Hall. He suggested along the walk path.

Tourism Manager Trigueros stated that he will revisit that to see if there is an area in the Community Center that can accommodate the wall, but that it would be challenging given maintenance requirements.

Board Member Mavorah agrees with Board Member Lisman and does not believe Town Hall is best location and wondered about other possible areas.

Board Member Lisman asked if they need something else other than water connection.

Community Services & Public Communications Director Dauginikas stated that if it was not connected to water access the site would need to be maintained by staff.

Tourism Manager Trigueros stated that he will inquire about a waterless option although it might not be viable to have staff maintain.

Tourism Manager Trigueros asked for feedback regarding the paper eating shark trash can.

Chair Herman liked the design and how much is the cost and if it would be just in Town or on the beach side.

Tourism Manager Trigueros stated that if they are not too expensive they could have it throughout. He stated if the Board agrees with both ideas he can move forward and ask the vendor for a cost estimate.

Board Member Lisman spoke regarding narwhals, suggesting that along with some additional design options.

Tourism Manager Trigueros stated that they can also look at getting some narwhal designs as well for the next meeting.

11. Discussion Items:

A. Additional Turtle Walk Sculpture

Tourism Manager Trigueros spoke regarding the item and provided a presentation with the different designs.

Tourism Manager Trigueros spoke regarding the item and provided a presentation as well as maintenance challenges with the proximity to the ocean. He asked what the Board would like the turtles to look like.

Board Member Mavorah asked if these turtles would be the same size as the turtles that are currently in Town.

Chair Herman asked how they chose the artists last time.

Community Services & Public Communications Director Dauginikas gave a history of how they chose the artists for the current turtles.

Chair Herman stated that she would like different artists to submit their designs and not limit it to only local artists.

Tourism Manager Trigueros stated that it is a good idea to do a call to artist and see if they can get any that would be interested.

Board Member Lisman suggested exploring with schools and students.

Tourism Manager Trigueros stated that they can look into that but have to be cautious with the designs of the students and refine the design.

Board Member Mavorah asked if they could tie in to a memorial for the victims of the collapse.

Tourism Manager Trigueros stated that the Vice Mayor and himself have met with some artists and discussed some sort of memorial but believes that it should be up to the Town Commission to make those types of decisions.

Board Member Mavorah commented on the possible location.

Discussion took place among the Board and Tourism Manager Trigueros regarding the location of the new turtle design and how many turtles they can purchase and possibly one in Downtown and one in the beach area.

Chair Herman suggested to go with Rachel Pinzur to see what would be best and looking into the school option.

Vice Mayor Paul asked if they could engage a college.

Board Member Lisman suggested opening it up to the community, see if they can engage the schools either high school and universities.

Consensus was reached to go with engaging the schools either high school and universities.

B. SURFSIDE Letters Display

Tourism Manager Trigueros provided a PowerPoint presentation of the item and the funding, which will come from the events part of the tourism budget, and cost.

Chair Herman stated that she does not like the word separated.

Tourism Manager Trigueros spoke regarding the layout of the design with the turtle.

Chair Herman stated that she would like something smaller.

Board Member Mavorah likes the stacked model with the turtle which makes it easier to take pictures. He suggested aligning the letters more.

Discussion took place regarding the stackable sign and if they can be taken down and what is possible where it can still stand.

Vice Mayor Paul likes the look and if it would work with script letters like the Surfside logo.

Tourism Manager Trigueros stated that they could ask them.

Board Member Mavorah asked if the letters were painted.

Tourism Manager Trigueros stated they are painted and will be back to the vendor for other suggestions.

Chair Herman asked regarding the upcoming events. Tourism Manager Trigueros addressed the comment made by Chair Herman saying events would start in the fall come October with the Historical Walking Tours.

Board Member Mavorah spoke regarding speeding issue in Town and what can the do to be more proactive. He spoke how Bal Harbor enforces speeding in their town and why we do not have more of a police presence in our Town.

Board Member Lisman stated of coming up with some form of awareness that would tie into tourism.

Vice Mayor Paul thanked Board Member Mavorah and how to graphically promote safety in Town. She is aware that it is time to do something about it and think of creative ways besides enforcement.

Tourism Manager Trigueros stated that they can provide suggestions for items on the next agenda.

Further discussion took place regarding options to promote safety.

C. Next Meeting: Monday, September 13, 2021 at 6:00 p.m.

Consensus was reached to hold the next meeting on September 13, 2021 starting at 6:00 p.m. after the Town Commission Budget Meeting.

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

There were no public comments.

13. Adjournment

There being no further business to discuss before the Tourist Board, Board Member Lisman made a motion to adjourn the meeting at 6:48 p.m., seconded by Board Member Mavorah. The motion carried with a 3-0 vote with Vice Chair Tourgeman and Board Member Diaz-Leal absent.

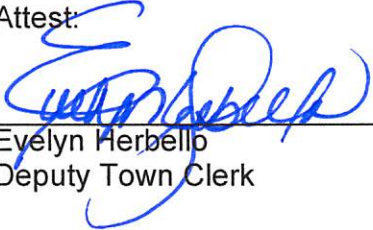
Respectfully submitted:

Accepted this 4 day of Oct., 2021.



Lisa Herman, Chair

Attest:



Evelyn Herbell
Deputy Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
MINUTES**

AUGUST 26, 2021 – 6:00 p.m.
Town Hall Commission Chambers –
9293 Harding Avenue, 2nd 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, Board Member Bravo, Board Member James Mackenzie, and Alternate Board Member Horace Henderson

Absent: Mayor Charles W. Burkett.

Also, Present: Town Manager Andrew Hyatt, Town Planner Walter Keller, Town Attorney Tony Recio, and Building Official Jim McGuinness.

2. Town Commission Liaison Report – Mayor Charles Burkett

There was no Commission Liaison Report.

3. Approval of Minutes – August 5, 2021

A motion was made by Vice Chair Landsman to approve the August 5, 2021, Planning and Zoning Board Meeting Minutes, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

4. Applications:

Town Attorney Recio read the quasi-judicial statement into the record.

Deputy Town Clerk Herbello confirmed compliance with notice requirements.

Town Attorney Recio polled the Board Members.

No Board members had any communication with any applicants or representatives.

Deputy Town Clerk Herbello swore in all applicants.

A. 9173 Abbott Avenue – Front Yard Pool

Town Planner Keller introduced the item and provided staff recommendations.

Background: This Applicant received approval at the April 30, 2019 Planning and Zoning Board (P&ZB) Meeting for substantial renovations which included remodel of an open den to a bedroom and enclosing a terrace for conversion to a family room with the condition that landscape be planted directly around the front façade. This work was previously constructed. The Applicant also received P&ZB approval in May 2021 for the addition of a 174 square foot (SF) den to the west (front) elevation. This improvement has not taken place. The Applicant is now requesting approval to construct a front yard pool. The interior lot is zoned H30B totaling 5,625 square feet (SF) per the site plan.

The proposed pool is located in the southwest portion of the lot approximately 8.65 feet west of the wall of the Den approved in May. The pool meets setback requirements for the front yard (more than 10 feet from the front property line) and 5 feet from the south property line. The pool is 20 feet by 10.88 feet in size. A 2-foot-high concrete wall is proposed 10 feet from and parallel to the front property line. An 18-inch-high Plum Pine hedge is proposed in front and on the side of the wall. A 38-inch-high Plum Pine hedge is proposed on the inside of the wall. The pool equipment is located near the east portion of the residence just outside of the side yard setback. An existing 5-foot-high fence is located on the south property line.

The pool plan does not include any deck or coping. The addition of these will reduce the landscape/pervious area total in the 20-foot front yard setback area where 50% landscape/pervious area is required. It appears the Applicant can meet the landscape/pervious area requirement but calculations and worksheets are needed.

The proposed 2-foot-high front yard wall and landscaping hedges provide a viable option to walls and fences in the front yard provided the Planning and Zoning Board gives design approval.

Applicant Package: A package of the site plan, landscape plan and survey were submitted by the Applicant.

Staff Recommendation: The proposed improvements appear to be generally consistent with the Town's Land Development Regulations and Zoning in Progress. Recommend approval subject to the following conditions:

- Provide additional dimensions on the site plan defining the location of the pool, pool coping and any deck with dimensions from the property line and other features.

- The wall separating the landscaping hedges and the pool needs to be approved by the Planning and Zoning Board.
- Include the proposed Den on the site plan with a note indicating “to be constructed.”
- Provide calculations and worksheets verifying the 20-foot front yard setback area complies with the 50% landscape/pervious area requirement.

Chair Frankel asked if the previously submitted plans have changed.

Town Planner Keller stated that the plans are the same. He stated that they are making an addition of the den which is shown on the drawings.

Vice Chair Landsman asked if the side of the pool is currently just grass.

Town Planner Keller stated that it is open and stated that the house is set back towards the other property line.

Albert Eskevazi, applicant stated that this home has been before the Board a couple of times and due to the collapse, the permitting sign off has been delayed. He spoke regarding the uniqueness of the house and their family would like a pool. He provided an overview of his project and compliance with front and side setbacks.

The following individuals from the public spoke:
Jeff Rose

Chair Frankel stated that the low wall and hedging is a great solution and thanked the applicant for listening to the Board.

Chair Frankel spoke regarding the height of the hedges.

Building Official McGuinness stated that the pool has to have a 48-inch barrier as per code.

Chair Frankel stated that the coping around the pool is wide enough to hold a safety fence.

Vice Chair Landsman asked if there is a gate or fence from the street going into the home and pool.

Mr. Eskevazi stated that there is no gate, but they will comply with safety code requirements.

Chair Frankel suggested getting a safety alarm for the pool.

Board Member Henderson asked regarding the 2-foot concrete wall, which according to the Building Official needs to be 4-feet and he would like to know if they comply by Florida law.

Town Attorney Recio stated that there is compliance with zoning code and Florida law and they must comply with both.

Mr. Eskevazi stated that they will comply with both safety requirements.

Board Member Henderson asked if they have determined how to maintain the hedge from the inside.

Mr. Eskevazi stated that they will trim the hedges and dispose of the debris in bags.

Board Member Henderson just wanted to make sure it did not fall into the pool.

Chair Frankel stated her concern is the coping around the deck and it being wide enough and coming against the landscape.

Mr. Eskevazi stated that the coping is 1-foot deep and it is part of the calculations of the drawings.

Board Member MacKenzie asked in the event when they show the den on the plans along with the pool, if they will be showing the conditions of shortening the den.

Chair Frankel stated that the drawings show it as if it was completed and it is not clear.

Board Member MacKenzie stated if the drawings include the den.

Mr. Eskevazi stated yes.

Further discussion took place among Mr. Eskevazi and Board Member MacKenzie regarding the math of the dimensions and setbacks of the plan and landscape hedges.

Board Member MacKenzie asked Town Planner Keller if there is not a requirement that when an applicant removes landscaping that they are required to add landscaping.

Town Planner Keller stated that they will put a condition if they remove trees they have to plant new trees. He also addressed the questions regarding the den.

Board Member MacKenzie stated that applicants should provide a landscape plan done by a landscape architect.

Town Planner Keller stated that per the code, in a single family, the owner can do their own landscaping and if trees are removed, they have to go with the permit requirements.

Mr. Eskevazi stated that there is a baby palm that is 9 feet tall that must be removed because the pool will be there, but it will be relocated.

Chair Frankel confirmed that they will be adding more landscaping.

Mr. Rose stated that all tree location is handled by Miami-Dade County not by the Town of Surfside.

Town Planner Keller provided the below additional comments that will be added as part of the condition of approval:

- Provide additional dimensions on the site plan defining the location of the pool, pool coping and any deck with dimensions from the property line and other features.
- The wall separating the landscaping hedges and the pool needs to be labeled as existing and approved by the Planning and Zoning Board.
- Include the proposed Den on the site plan with a note indicating "to be constructed."
- Provide calculations and worksheets verifying the 20-foot front yard setback area complies with the 50% landscape/pervious area requirement.
- Relocate the A/C and Pool equipment at least 15 feet from the adjacent residence.
- Provide a safety barrier around the pool which complies with the Florida Building Code.
- Obtain tree permits for any trees moved to construct the pool.

Discussion took place among the Board, staff and applicant regarding the height of the wall, safety barrier and hedges.

Vice Chair Landsman asked if the neighbor was opposed to the pool. He stated that they do not have enough community involvement.

Mr. Eskevazi stated that the other neighbor is not there, and her house is under construction.

Board Member Bravo spoke regarding the pervious area and the dimensions of the elevation and would appreciate a better way for the Board to go over what is required.

Board Member Henderson wanted clarification from Building Official McGuinness regarding the safety fence and will only be in the coping of the pool.

Building Official McGuinness also added as part of the condition of approval the following:

- The swimming pool shall comply with Chapter 45 of the 2020 Florida Residential Code, including but not limited to, the requirement for a safety barrier which complies with Section R4501.17 of that Chapter.

Mr. Eskevazi stated that it was never designed or proposed to have a 4-foot fence on top of the coping and spoke regarding the mesh around the pool and the different options.

Chair Frankel stated that as a condition of approval the security gate would be inside and meet the code.

Board Member MacKenzie likes the words that Building Official McGuinness stated regarding the safety fence.

A motion was made by Board Member MacKenzie to approve the item with staff recommendations to include security fence around the pool, seconded by Board Member Bravo. The motion carried with a 5-0 vote.

B. 9524 Carlyle Avenue – Garage Conversion, Window Upgrades and New Deck

Town Planner Keller introduced the item.

Background: This application is a request to convert an existing garage to a bedroom and bathroom. New impact windows are proposed for the existing windows and new large rolling windows are proposed for the west (2) and south (1) elevations. Interior improvements are also proposed. An 80 square foot (SF) deck is proposed on the south side of the family room. The existing driveway will be retained. The interior lot is zoned H30B totaling 5,600 square feet (SF).

A Miami-Dade County Property Appraiser's Angled photo is provided on the following page and a Google Street View photo is presented on page 3. The residence has a decorative block wall covering the front of the residence beginning at the north wall of the front bedroom, extending to the west wall of the garage. The Google Street View photo does not depict the windows in the

existing east elevation and it is unclear how access to the existing garage is provided. The existing driveway does not appear as wide as that depicted in the site plan.

Governing Codes: The June 2021 **Zoning in Progress** relevant requirements for lots in the H30B District are:

Maximum lot coverage is 40% of the lot (except swimming pools, screen enclosures and pergolas). Uncovered steps and exterior balconies; uncovered terraces, patios, breezeways, or porches open on two sides; and covered terraces, patios, breezeways, or porches open on two sides are not included but cannot exceed 15% of the total footprint.

Each lot must provide 35% pervious area and 50% of front yards and 40% of rear yards must be landscaped, and 20% of the landscaped area must be Florida Friendly as defined in the current Zoning Code.

MuniCode: 90-50.1 (7) – allows for a garage conversion and the garage door maybe replaced with a solid exterior wall with at least one window and with access internally from the main premises. Landscaping shall be provided along the base of the new exterior wall.

MuniCode: 90-54.2 & 3 – uncovered pools and decks, porches, patios or terraces may occupy a setback provided they are located at least five feet from adjacent rear or interior side lot lines and ten feet from any street lot line.

Applicant Package: A package of drawings, elevations and construction details was submitted by the Applicant. The Applicant did not provide a survey.

Staff Recommendation: The proposed Site Plan is recommended for approval subject to the following conditions:

- Provide a clean copy of a recent property survey.
- The rear setback should be 20 feet where 18 feet 9 inches is provided.
- The floor of the existing garage should be raised to meet the existing floor elevation of the residence. Add a note that the garage floor will be raised to match the existing FFE of the residence.
- The driveway needs to be 18 feet in width to provide for 2 parking spaces with closure of the garage. Asphalt driveways are not allowed for new construction. Reconstruction of the driveway to provide the 18-foot width should be either pavers, stamped concrete or color texture treated concrete.

- Two A/C units and pool equipment (future) are located in the north side yard. This equipment needs to be relocated out of the side yard and be situated such that they are a minimum of 15 feet from any adjacent residence. The equipment should also meet flood elevation requirements.
- A future rear yard pool will have to be consistent with setback and landscape/pervious area requirements.

Chair Frankel asked if the decorative screen is staying.

Town Planner Keller stated that it is staying.

Vice Chair Landsman stated it is fixed and there is no access to the garage.

Board Member MacKenzie asked if there is a permit for that.

Town Planner Keller stated he believes it has been there for a while. He recommends approval with a clean copy and staff recommendations as well as the driveway cannot be asphalt.

Chair Frankel and Vice Chair Landsman asked if there is a pool.

Town Planner Keller stated that he does not believe there is a pool.

Jordan Wachtel, applicant addressed the Board's questions and spoke regarding the property and does not know if they will be placing a pool yet. He also discussed the front driveway and stated that they are currently only doing interior remodeling.

Chair Frankel stated that since they are considering the garage conversion they will be considering the driveway and make it as a condition of approval.

The following individual from the public spoke:
Jeff Rose

Building Official McGuinness spoke regarding the elevation and stated to the applicant to make sure he is conforming with flood requirements and encouraged him to get an appraisal to make sure it does not exceed 50% of the appraised value.

Chair Frankel asked if they will be adding windows.

Mr. Wachtel stated that they will be opening up 2 windows.

Vice Chair Landsman spoke regarding landscaping and if they be placing landscaping that will change the look.

Town Planner Keller stated he did not recommend a change and the code offers some flexibility.

Vice Chair Landsman suggested to change the color of the stones.

Chair Frankel suggested adding hedges or landscaping in front of the windows.

Board Member Henderson spoke regarding the drawings of the new bathroom and will the plumbing be tied into the kitchen plumbing.

Mr. Wachtel stated he was not sure, the wall where the kitchen is will be closed and a new wall will be opened close to the garage.

Board Member Bravo spoke regarding the elevation requirement based on the age of the home. He also spoke regarding the asphalt of the entrance as well as the parking requirement. He spoke regarding the placement of the mechanical equipment.

Chair Frankel clarified if S-3 are the plans for the windows that they will be approving.

Town Planner Keller addressed the questions by Chair Frankel.

Further discussion took place regarding the work needed to be done and the plans that were submitted and an appraisal of the property is recommended.

Building Official McGuinness went through the plan and clarified their questions regarding elevation.

Mr. Wachtel addressed the comments from the Board and Building Official.

Board Member MacKenzie advised the applicant to have all his paperwork to provide to the Building Department.

Board Member Bravo commented on the 50% and believes this house is fine but believes the other house will have an issue.

Vice Chair Landsman stated it is not in this Board's responsibility to determine the 50% requirement.

Building Official McGuinness addressed the structure evaluation and that pools are exempt from that structure evaluation.

Chair Frankel spoke regarding the purview of the Board which is the design and exterior of a design. She would add that the homeowner agrees to additional landscape to the front of the house.

Town Planner Keller stated the below staff recommendations into the record including the landscape requirements.

- Provide a clean copy of a recent property survey.
- The floor of the existing garage should be raised to meet the existing floor elevation of the residence. Add a note on the plan set the garage floor will be raised to match the existing FFE of the residence.
- The driveway needs to be 18 feet in width to provide for 2 parking spaces with closure of the garage. Asphalt driveways are not allowed for new construction. Reconstruction of the driveway to provide the 18-foot width should be either pavers, stamped concrete or color texture treated concrete.
- Provide calculations and worksheets verifying 50% landscape/pervious area in the front yard setback and 40% landscape/pervious area in the rear yard setback.
- Front yard landscaping to be 20% Florida Friendly.
- Correct drafting errors in the plan drawings.

A motion was made by Board Member Bravo to approve the item with staff recommendations, seconded by Vice Chair Landsman. The motion carried with a 5-0 vote.

C. 9364 Abbott Avenue – Single Family Residence Addition

Town Planner Keller introduced the item.

Background: This application is a request for a 460 square foot (SF) addition to the back of a single-family residence for a family room and expanded kitchen. The existing residence includes 1,450 SF of air-conditioned space with a 277 SF garage. The expanded residence will total 1,910 SF of airconditioned space and with the garage total 2,187 SF. A large existing wood deck is connected to the rear of the existing house. The deck will remain as is, although it may be modified due to the construction of the addition.

The lot is zoned H30B with a lot area of 5,625 SF per the Applicant's submission. A Miami-Dade County Property Appraiser's Angled photo is provided on the following page and a Google Street View photo is presented on page 3. The proposed addition will match the existing Finished Floor Elevation (FFE) of the existing residence. The addition complies with the rear

and side setback requirements. The existing driveway and remainder of the residence will remain as is and no existing trees will be impacted by the construction.

Governing Codes: The June 2021 **Zoning in Progress** relevant requirements for lots in the H30B District are:

Maximum lot coverage is 40% of the lot (except swimming pools, screen enclosures and pergolas). Uncovered steps and exterior balconies; uncovered terraces, patios, breezeways, or porches open on two sides; and covered terraces, patios, breezeways, or porches open on two sides are not included but cannot exceed 15% of the total footprint.

Each lot must provide 35% pervious area and 50% of front yards and 40% of rear yards must be landscaped, and 20% of the landscaped area must be Florida Friendly as defined in the current Zoning Code.

Applicant Package: A package of drawings, elevations and construction details was submitted by the Applicant. The Applicant did not provide a survey.

Staff Recommendation: The proposed improvements appear to be generally consistent with the Town's Land Development Regulations and Zoning in Progress. Recommend approval subject to the following conditions:

- Provide a clean copy of a recent property survey.
- A future rear yard pool and deck will have to be consistent with setback and landscape/pervious area requirements.

Vice Chair Landsman stated that he is not thrilled with this and would like that to be included in the application without a pool being requested. He also stated that if they approve it then the homeowner will say you approved it and it said a pool.

Town Planner Keller addressed the concern of Vice Chair Landsman and gave an explanation as to what he meant by his recommendations.

Chair Frankel stated this is regarding the pervious of the property.

Carlos Pica, applicant, stated that he submitted everything, and it took him three attempts and is sure that he turned in the survey because he had to redo because it was expired. He advised Town Planner Keller that he sent an electronic copy of the survey today.

Building Official McGuinness spoke regarding exceeding 50% of the value and the elevation requirement.

Vice Chair Landsman asked Town Planner Keller if this is an addition to the back of the property and why are they having these applications coming before them when it is in the back of the home.

Town Attorney Recio stated it still comes before the Board for their review.

Board Member MacKenzie stated the addition is very nice and his proposal of a deck on the north side.

Chair Frankel stated there is an existing deck that is being reduced in size.

Board Member MacKenzie spoke regarding the design of the addition and integrating the deck with the family room.

Mr. Pica stated that they wanted this design.

A motion was made by Board Member Bravo to approve the item with staff recommendation, seconded by Board Member Henderson. The motion carried with a 5-0 vote.

D. 9505 Harding Avenue – Wall Signs – Domino's

Town Planner Keller introduced the item and clarified the change in the address. Recommendation for Sign A be approved and limited to 25 feet.

Background: This application is a request to place Wall Signs in front of 9505 Harding Avenue. Note, the address for this location has been revised from the prior address of 9501. The storefront is the location for a Domino's store. The parcel is located in the SD-B40 Zoning District with 21 feet 5 ½ inches of frontage. The illuminated channel logo and letters will be front lit. Two different signs were submitted. Sign A is on the front of the store with 75 Square Feet (SF) of area. Sign B is located on a roof fin with 36 SF of area. In addition to this Memorandum, the Agenda Packet submitted by the Applicant is attached.

The Applicant's package provides information on the storefront and sign locations. Sign characteristics and square footage are also provided.

Governing Codes: The Zoning in Progress requirements for a permanent wall sign are detailed in the following Zoning Code section:

Current Municode: 90-73. a (3b (2)) – 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 21.44

feet of frontage. The Code requires a 1/4 inch to 2-inch offset from the wall to allow rainwater to drain and limits illumination to white LEDs.

Staff Recommendation: The Applicant's signs exceed the maximum square footage of 25 SF. It is recommended the permanent wall Sign A with channel letters be approved subject to the following condition:

- Sign A to be limited to a maximum of 25 SF and be offset from the wall a minimum of ¼ inch to a maximum of 2 inches to permit rainwater to flow down the wall face.

Vice Chair Landsman stated that in the past they were not clear which area was being taken over by Dominoes. He asked if they are taking a sliver where the bank was. He asked exactly where the sign will be placed.

Town Planner Keller explained exactly where the sign would be placed.

Chair Frankel asked if the square footage is being counted as frontage. She asked if they could reduce the name Dominoes'.

Town Planner Keller addressed the question by Chair Frankel.

Natalia Sagot, representing the applicant, addressed the comments made by the Board members regarding the size of the sign and it will conform with the dimensions.

Vice Chair Landsman asked regarding the frontage and if they will leave it blank or ask for additional signage.

Ms. Sagot stated that it is their storefront but that the other portion is blocked.

Board Member Henderson asked Town Planner Keller if he is only suggesting sign A to be approved.

Town Planner Keller stated it was only an option because this has been going around for a while and it is up to them to determine how they want to do it as long as they stay with 25 feet.

Ms. Sagot asked if both signs have to be 25 feet.

Town Planner Keller stated that yes, both signs have to be 25 feet.

Vice Chair Landsman stated that the Dominoes' franchise individual nor the owner is here tonight except for the sign company representative.

Chair Frankel clarified to the Ms. Sagot the size of the signs.

Ms. Sagot stated that Dominoes' will want the two signs as big as possible but realizes that the size must stay at 25 feet.

Chair Frankel asked if they would approve it, which one would she prefer.

Ms. Sagot stated both signs.

Vice Chair Landsman stated that they did ask that the signage be taken before the DVAC Committee before it came to this Board.

Marian Meisheid, Chair of DVAC, does not have an issue with this sign.

Chair Frankel suggested writing a memo to the Commission to have a DVAC committee member that will show up to the meetings.

Vice Chair Landsman stated that they need more involvement.

Board Member MacKenzie asked if the sign will be lit.

Ms. Sagot stated yes it will be lit.

Board Member MacKenzie stated that he will not be supportive of the sign if it is lit. He believes it will be a distraction.

Ms. Sagot stated that their concern is the sign not being seen.

Chair Frankel asked if there is a lighting requirement that they need to be lit.

Ms. Sagot stated yes and they are LED lights.

Chair Frankel spoke regarding the sign and LED lighting.

Vice Chair Landsman suggested as an option to leave them with the one in Harding since it has to be lit.

Board Member Bravo spoke regarding the lumens and intensity of the sign and it could be lit with a lower intensity.

Town Attorney Recio stated the guideline as to the requirement for the lighting.

Board Member Henderson commented on the size of the sign and if they are looking at two signs for a total of 25 feet or one at 25 feet he will be fine with it.

Board Member MacKenzie spoke regarding the fact that the other buildings will want to come to the Town for signs.

Marianne Meisheid, DVAC Chair stated you need a presence if not the Downtown area will be dead, and it is per the code and the stores need to be recognized.

Chair Frankel would like to see the signage on Harding with more allowable space used on Harding.

The following individual from the public spoke:
George Kousoulas

Vice Chair Landsman stated he is sympathetic to our Downtown and our stores are not thriving and are not busy and how they cover overhead. He stated to have a brand like Dominoes' is a plus in the community.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations with the 25 square foot be allowed for 2 faces equal in proportional in size and properly lit as per code., seconded by Board Member Henderson. The motion carried with a 3-2 vote with Board Member Bravo and Board Member Mackenzie voting in opposition.

E. 9504 Harding Avenue – Window Sign and Vinyl Decals

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request for window signs, door signs, window chevrons and wall sign at 9504 Harding Avenue. The storefront is an existing barber shop with existing signage. The existing wall sign is being retained as is. The main storefront window includes existing signs and a 2-foot-high colored chevron extending along the top of the window. The Applicant is proposing to reduce the chevron to a 6-inch height. Information provided by the Applicant indicates the proposed window signage will total 11.6 square feet (SF) and 23% of the window area.

The door window signage will occupy 2.8 SF and 20% of the door area. The window panel above the door will include the 6-inch-wide chevron which will occupy 1.9 SF or 23% of the top window panel area. A Google Street View photo is depicted on the following page which illustrates the existing chevron.

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 13 ± 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 sign may not exceed the 20%- and 8-inch lettering sizes.

Staff Recommendation: Recommend approval of the window and door signs provided the chevron width is reduced to 4 inches in height. This will reduce the window signage to be consistent with 20% of the window area. Recommend the existing wall sign be approved as is.

Vice Chair Landsman asked what is new and what is existing. He asked if they are in violation.

Town Planner Keller stated that almost all is existing. He stated he does not know if this was a code violation and it is a new business.

Discussion among the Board and Town Planner Keller took place as to what is existing and what is new.

Juan Borges, representing the applicant, stated that the owner recently got the lease to operate the barber shop and it was out of compliance to a violation issued. He would like to remedy the violation and make whatever alterations he can do to rectify the violation and keep as much of the sign as allowed.

Board Member Bravo wanted to make sure that he understands that 4 inches is allowed.

Mr. Borges spoke regarding the 24-inch chevron and reduce it by 18 inches.

Town Planner Keller stated what the code states regarding not to exceed 20% if you reduce the chevron by 4 inches it meets the square footage.

Mr. Borges stated that if they have to change it to 4 inches, the owner has no objection.

Vice Chair Landsman asked if it will remain the red, white and blue sign. He asked Ms. Meischeid if she has any input on this barber shop.

Ms. Meischeid stated as long as it fits in, she is fine with the 4 inches.

A motion was made by Board Member Bravo to approve the item with staff recommendations and for the sign to not exceed 4 inches., seconded by Board Member MacKenzie. The motion carried with a 5-0 vote.

F. 9567 Harding Avenue – Wall Sign

Town Planner Keller introduced the item.

Background: This application is a request to replace a permanent wall sign. The parcel is located in the SD-B40 Zoning District. A Google Street View photo of the existing wall sign and the storefront is provided on the following page. 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 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 20 feet of frontage.

Current Municode: 90-73.a(3b(2)) – The Code requires a 1/4 inch to 2-inch offset from the wall to allow rain water to drain and limits illumination to white LEDs.

Staff Recommendation: The Applicant's proposed wall sign is 14.1 SF. The sign is back lit channel letters. It is recommended the permanent wall sign be approved subject to **Sec. 90-73.a(3b(2))**.

Luis Bonilla, applicant, stated they are replacing an existing sign with the same type of sign with front lighting with LED lights.

Chair Frankel clarified to the applicant the recommendation from the Town Planner.

Town Planner Keller stated it has to be by the wall, so the water can drain.

Building Official McGuinness stated that the code being used is incorrect and the applicant will have to amend the plans accordingly and make it a condition of approval.

Vice Chair Landsman asked if he is the owner or the sign person. He asked if this is the new corporate logo and that is why they are changing.

Mr. Bonilla stated it is a new owner and they want to change the whole sign.

A motion was made by Board Member MacKenzie to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 5-0 vote.

5. Next Meeting Date: September 30, 2021

Consensus was reached to hold the next meeting on September 30, 2021.

6. Discussion Items:

A. Gates and Fences

Chair Frankel asked Town Planner Keller to address the item.

Town Planner Keller stated that his staff has looked at 3 codes in Miami Dade County and Broward County as to how they treat front yard fences. He stated he will bring back to the Board something that might be close to what is in the Code. The difference is that it would not be a design review approval. Basically, if you meet the code, you will be approved. He is also still researching the gates and will come up with some gates that provide visibility to the property and still provide a gate option.

Chair Frankel stated that they want to get out of the business of approving gates and fences in order to not constantly have this debate. She stated they asked Town Planner Keller to bring something back.

Board Member Mackenzie asked for clarification that there is still a design issue and if they want to follow the guidelines they should still be before the Board.

Chair Frankel stated if they do not want any gates or fences then it has to be placed in the code. She explained to Board Member Mackenzie the issue that has been presented to the Board with that topic.

Town Planner Keller will give examples of gates with certain styles and see if that is something that would be acceptable to the Board and that would go in the code.

Vice Chair Landsman stated that they can give choices and then go before the design review for approval as to the style and height. Also, interior and corner lots need to be addressed as well.

Town Planner Keller stated it would still go before the Board with certain designs.

Town Attorney Recio advised the Board what the proposed change to the code as it relates to gates and fences is. He stated that the ZIP will be published on September 7.

The following individual from the public spoke:
George Kousoulas

Chair Frankel asked if they change the zoning code and say they can have a certain size gate, they cannot deny it only state that it is allowed.

Board Member MacKenzie stated that the design should be discussed.

Chair Frankel stated that is what Town Planner Keller is working on.

Further discussion took place among the Board Members and Town Planner Keller as to the options to be put in the code as it pertains to fences and gates.

Vice Chair Landsman asked Town Planner Keller to bring it back at the next meeting.

Board Member MacKenzie asked if there is follow-up once they come before the Board to make sure the applicant did it correctly.

Town Planner Keller stated that code enforcement is always out checking as well as he checks to make sure it is done correctly before he signs off.

Building Official McGuinness stated that what they approve is what gets built.

B. Choices and options to be placed on the referendum as to measuring definition.

Chair Frankel introduced the item and stated that last meeting they spoke regarding the definition of a story and there was a property that was built and now they are not up to code. She stated if you build your house on stilts it counts as a story.

Town Attorney Recio gave a summary of what is counted and what is not and it is being addressed in the new zoning code rewrite. He stated what brought this item about and the charter limits height as to what was in place in 2004. He stated that the charter can be amended but must go before the voters in a normal election. He stated the different ways they can address it and bring it before the voters. He gave some options.

Vice Chair Landsman asked what the appetite of the electorate would be to vote on this when you do not have residents coming to this meeting and would not like to spend the money to do this if there is no appetite.

Board Member Henderson stated that is a valid point and would be difficult but if you do not do anything you will have houses that can't be raised.

Board Member Bravo agrees that it should be done.

Board Member MacKenzie commented on what the code currently states and the crown of the road as well as FEMA's requirements.

Town Attorney Recio stated it is 30 feet from the crown of the road.

Chair Frankel addressed the issues that are being presented with some homes.

Town Attorney Recio addressed the questions and comments made by Board Member MacKenzie as to what counts as a story and what needs to go as a charter provision.

Building Official McGuinness addressed the comments made by the Board regarding FEMA requirements and what is working in other cities.

Further discussion took place among the Board Members and staff as to the details, requirements and height limitations and what is required to go before the voters as a charter revision.

The following individuals from the public spoke:

George Kousoulas

Jeff Rose

Marianne Meisheid

Chair Frankel stated that her feeling is that someone will not build a home like Lindsey Lecour. Lindsey Lecour cares about Surfside and the code and if we do not increase the height, it won't be worth it for homeowners.

Town Attorney Recio asked can you go down the street to park the cars.

Mr. Rose stated no because it will flood.

Board Member MacKenzie stated he can still see viable 10-foot ceilings on ground floor and 9-foot second floor. He believes the concept is great. He suggested tweaking it and avoid going to the charter.

Chair Frankel stated that the Town Attorney will resolve the story issue. She would like to know if they like this option how do they encourage long-term sustainability. She believes that a charter change will be a headache and will require workshops and you will always have the same people showing up at the workshops.

Board Member Henderson stated that the only way the charter will change is by having someone sell it to the voters.

Chair Frankel commented on how to sell it to the public and the work entailed to get the word out and the money that it will cost.

Vice Chair Landsman spoke regarding possible tax incentives but give people incentives to do something different.

Chair Frankel requested to table the discussion regarding the referendum.

Board Member MacKenzie asked what is the process to change the issue with the story.

Town Attorney Recio stated that it will be in the zoning code rewrite.

Chair Frankel stated that they can send an email to the liaison to provide to the Commission.

Vice Chair Landsman asked for Town Attorney Recio to draft up the language to forward to the Board in order to send to the Planning and Zoning Board Liaison.

Town Attorney Recio stated he will draft up the language and send to the Town Clerk to distribute to the Board Members.

C. Future Agenda Items

Chair Frankel asked to place on the next agenda to discuss the zoning code.

Vice Chair Landsman requested to have the proposed zoning code rewrite sent to all the Board Members electronically and hard copy.

7. Adjournment

A motion was made Vice Chair Landsman to adjourn the meeting without objection at 9:16 p.m. The motion received a second from Board Member Bravo. The motion carried with a 5-0 vote.

Respectfully submitted,

Accepted this 30 day of September, 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: October 12, 2021
Subject: Town of Surfside Fiscal Year 2022 Grants

The Town of Surfside staff performed a grant needs assessment and has identified several areas in which funding may be available and will improve the quality of life of Surfside residents:

- Abbott Ave Drainage Improvements
- Replacement of Existing Water Pipes Along Collins Ave. design
- Replacement of Existing Water Pipes Along Bay Drive design
- Undergrounding of Utilities
- Residential Home Elevation
- Coastal Dune Restoration: Increase dune height, Removal of invasive plant species, Planting of natives
- Townhall Cat. 5 Storm Hardening
- Security System Upgrades
- Police Hybrid Vehicles
- Police Professional Development and Training
- Downtown Streetscape Urban Walkability Analysis
- Harding Ave and Collins Ave – Crosswalks

The Town would like to prepare and submit grant applications for the current fiscal year to help advance the Town's priority projects and leverage external available funding that would benefit the community of Surfside. If selected for an award by the grant funder the Town at that time will seek Town Commission approval through a resolution for the individual award acceptance prior to executing any related grant agreement, accepting any grant funds and/or committing any Town matching fund if the grant requires such a commitment.

Town Administration recommends approval of the attached resolution to allow the Town to submit for grants with some possible matching funds from the Town.

Reviewed by: JG

Prepared by: KB/IM

RESOLUTION NO. 2021-

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE SUBMISSION OF GRANT APPLICATIONS FOR TOWN PROJECTS BETWEEN OCTOBER 1, 2021 AND SEPTEMBER 30, 2022; SUBJECT TO AND PENDING FINAL ACCEPTANCE OF AWARDED FUNDS AND APPROVAL OF GRANT AGREEMENTS BY THE TOWN COMMISSION, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) has numerous projects it is working on to better serve the needs of the Surfside community through prioritization of community services, public works, parks and recreation, police, utilities and planning activities; and

WHEREAS, the Town has actively been researching funding opportunities and has identified several viable grant options through agencies such as the Florida Department of Environmental Protection, Florida Department of Transportation, Florida Department of Economic Opportunity, Florida Inland Navigation District, amongst others that fund local governments including municipalities such as the Town; and

WHEREAS, the Town would like to seek, prepare and submit grant applications for the current fiscal year to help advance the Town’s priority projects and leverage external available funding that would benefit the community of Surfside; and

WHEREAS, the Town seeks to submit such grant applications during the fiscal year October 1, 2021 through September 30, 2021, and, if selected for an award by the grant funder, the Town at that time will seek Town Commission approval through a resolution for the individual award acceptance and prior to executing any related grant agreement, accepting any grant funds and/or committing any Town matching funds if the grant requires such a commitment; 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 Grant Application Submissions. The Town Commission hereby approves the Town Administration's and Staff's preparation and submittal of various grant applications in connection with various Town projects for the current fiscal year commencing October 1, 2021 through September 30, 2022; subject to and pending final approval of all grant awards and grant agreements by the Town Commission.

Section 3. Authorization; Acceptance of Grant Awards. The Town will seek Commission approval prior to acceptance of any awarded grant and prior to executing any grant agreement, including any that would require the commitment of Town matching funds.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the grant seeking and application process, including researching viable grant opportunities, and preparing and submitting grant applications for consideration by a grant funding agency.

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

PASSED AND ADOPTED this 12th day of October 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

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

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

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



MEMORANDUM

ITEM NO. 3F

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

From: Andrew Hyatt, Town Manager

Date: October 12, 2021

Subject: Champlain Towers South Collapse Federally Funded Subaward and Grant Agreement

The Florida Division of Emergency Management (FDEM) has provided the attached Public Assistance sub-grant agreement for project #3560-Surfside Building Collapse for execution.

The Town of Surfside must execute the agreement to allow for the reimbursement of expenses related to the Champlain Towers South Collapse. Funds are released from the federal government via the Federal Emergency Management Administration (FEMA) through to the State of Florida FDEM for disbursement to the Town. The agreement lays out the process of submittal of documents, mandated conditions, payment of funds, and reporting requirements.

Town Administration recommends approval of the attached resolution which authorizes the execution of the Champlain Towers South Collapse Federally Funded Subaward and Grant 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, APPROVING A FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT (DIVISION), AND THE TOWN OF SURFSIDE FOR A FEDERAL GRANT AWARD PROJECT FROM THE DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), RELATED TO THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE; ACCEPTING THE AWARD OF ALL GRANT FUNDING FROM THE DIVISION AND FEMA; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the early morning hours of June 24, 2021, the residential condominium building Champlain Towers South Condominium located at 8777 Collins Avenue in the Town of Surfside (“Town”) experienced an unprecedented major structural collapse of a substantial portion of the building (“CTS Building Collapse”); and

WHEREAS, on June 24, 2021, the Governor of Florida issued Executive Order Number 21-148 declaring a State of Emergency in Miami-Dade County due to the CTS Building Collapse in order to assist in the response and recovery of the CTS Building Collapse and the development of mitigation plans necessary to address hazards posed by the CTS Building Collapse; and

WHEREAS, similarly, on June 24, 2021, the Mayor of Miami-Dade County (“County”) issued a Declaration of Local State of Emergency in connection with the CTS Building Collapse in order to assist in the search and rescue operation in the Town, with subsequent extensions and emergency orders issued; and

WHEREAS, on June 25, 2021, in Resolution No. 2021-2802, the Town Commission, in accordance with Article VIII, “Emergency Management Procedures,” of Chapter 2 of the Town Code of Ordinances and the Florida Emergency Management Act, declared a local state of

emergency due to the threats posed and response needed in connection with the CTS Building Collapse; and

WHEREAS, the State of Florida, Division of Emergency Management (“Division”) will receive grant funding as a pass-through entity from the federal government, Department of Homeland Security, Federal Emergency Management Agency (FEMA), for a federal grant award project in connection with eligible reimbursement expenses related to the CTS Building Collapse, and the Division has the authority to subgrant these funds to the Town as subrecipient, upon the terms and conditions outlined in the Federally Funded Subaward and Grant Agreement attached hereto as Exhibit “A” (“Subaward and Grant Agreement”);

WHEREAS, the Town Commission desires to accept the award of all grant funding pursuant to the Subaward and Grant Agreement; approve the Subaward and Grant Agreement with the Division in substantially the form attached hereto as Exhibit “A”; and authorizes the Mayor and/or Town Manager to execute the Subaward and Grant Agreement, and any required or related agreements, amendments, or documents which are necessary to implement the purposes of this Resolution and the Subaward and Grant 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. Grant Funding Award Accepted. The Town Commission hereby accepts the grant funding award from the Division and FEMA, as provided for in the Subaward and Grant Agreement.

Section 3. Approval of Subaward and Grant Agreement. The Town Commission hereby approves the Subaward and Grant Agreement, in substantially the form attached hereto as Exhibit “A.”

Section 4. Authorization. The Mayor and/or Town Manager are hereby authorized to execute the Subaward and Grant Agreement, in substantially the form attached hereto as Exhibit “A,” and any required or related agreements, amendments, or documents which are necessary to implement the purposes of this Resolution and the Subaward and Grant Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 5. Implementation. The Town Manager and Town Officials are hereby authorized to take all actions necessary to implement the purposes of this Resolution and the Subaward and Grant Agreement.

Section 6. Effective Date. That this Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED on this 12th day of October, 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

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a “subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.”

As defined by 2 C.F.R. §200.1, “pass-through entity” means “a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.”

“Subrecipient” means “an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award...”

“Federal award” means “Federal financial assistance that a recipient receives directly from a Federal awarding agency or indirectly from a pass-through entity...”

“Subaward” means “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity.”

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.332(a)(1):

Subrecipient’s name:	_____
Subrecipient's unique entity identifier:	_____
Federal Award Date:	<u>6/25/2021</u>
Subaward Period of Performance Start and End Date (Cat A-B):	<u>6/24/2021 – 12/25/2021</u>
Subaward Period of Performance Start and End Date (Cat C-G):	<u>N/A</u>
Amount of Federal Funds Obligated by this Agreement:	_____
Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement:	_____
Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity:	_____
Federal award project description (see FFATA):	<u>Grant to Local Government for Debris removal, emergency Protective measures and repair or Replacement of disaster damaged facilities.</u>
Name of Federal awarding agency:	<u>Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)</u>
Name of pass-through entity:	<u>Florida Division of Emergency Management (FDEM)</u>
Contact information for the pass-through entity:	<u>2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	_____
Indirect cost rate for the Federal award:	<u>See by 44 C.F.R. 207.5(b)(4)</u>

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and _____(hereinafter referred to as the "Subrecipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Subrecipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, the Federal Awarding Agency, or any other State and Federal agencies with audit, regulatory, or enforcement authority;
- C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Subrecipient upon the terms and conditions outlined below;
- D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Subrecipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections; and
- E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Subrecipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Subrecipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Subrecipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

- v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Subrecipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- c. In addition to the foregoing, the Subrecipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B to this Agreement (“Scope of Work, Deliverables, and Financial Consequences”). 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.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division’s Grant Manager shall be responsible for enforcing performance of this Agreement’s terms and conditions and shall serve as the Division’s liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Subrecipient performance; and,
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Name Jennifer Stallings
 Title Grant Program Manager
 Bureau of Recovery
 Address Florida Division of Emergency Management
 2555 Shumard Oak Blvd.
 Tallahassee, FL 32399-2100
 Telephone: (850) 815-4408
 Email: Jennifer.Stallings@em.myflorida.com

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: Jason D. Greene
 Address: 9293 Harding Avenue
 Surfside, FL 33154
 Telephone: 305-861-4863 Ext 225
 Email: JGreene@townofsurfsidefl.gov

d. In the event that 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 to the other party in writing via letter or electronic email. It is the Subrecipient’s responsibility to authorize its users in the Division’s grants management system. Only the Authorized or Primary Agents identified in Attachment D to this Agreement (“Designation of Authority”) may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work in accordance with Attachment A to this Agreement (“Budget and Project List”).

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient’s account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Subrecipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Subrecipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B)**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G to this Agreement (“Public Assistance Program Guidance”). If any extension request is denied by the Division, or is not sought by the Subrecipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Division of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for EM-3560 – Surfside Building Collapse.

b. 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 either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to section 252.37, Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required

match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, Florida Statutes, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Subrecipient only for allowable costs incurred by the Subrecipient. The Division will provide funds on a cost reimbursement basis to the Subrecipient for eligible activities approved by the Division and the Federal Awarding Agency, as specified in Attachment A of this Agreement (“Budget and Project List”), which also outlines the maximum reimbursement amount for each deliverable.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, 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).” The Subrecipient must complete Attachment “D” by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Subrecipient contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient’s agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Subrecipient in the grants management system against a performance measure, outlined in Attachment A of this Agreement (“Budget and Project List”), that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a “performance goal”, which is defined in 2 C.F.R. §200.1 as, “a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared...” It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Subrecipient “relate financial data and accomplishments to performance goals and objectives of the Federal award.”

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for overtime expenses in accordance with 2 C.F.R. §200.430 (“Compensation—personal services”) and 2 C.F.R. §200.431 (“Compensation—fringe benefits”). If authorized by the Federal Awarding Agency, and if the Subrecipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as “allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages.” Fringe benefits

are allowable under this Agreement as long as the benefits are reasonable and are required by law, Subrecipient-Employee agreement, or an established policy of the Subrecipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Subrecipient for travel expenses in accordance with 2 C.F.R. §200.475. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Subrecipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement: \$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Subrecipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Subrecipient in its regular operations as a result of the Subrecipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

m. As defined by 2 C.F.R. §200.1, the term "improper payment" means any payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. Incorrect amounts are overpayments or underpayments that are made to eligible recipients (including inappropriate denials of payment or service, any payment that does not account for credit for applicable discounts, payments that are for an incorrect amount, and duplicate payments). An improper payment also includes any payment that was made to an ineligible recipient or for an ineligible good or service, or payments for goods or services not received (except for such payments authorized by law).

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), 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 Subrecipient 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 Subrecipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

- i. If any litigation, claim, or audit is started before the expiration of the five (5)-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the Division or the Subrecipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.
- iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the (five) 5-year retention requirement is not applicable to the Subrecipient.
- v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Subrecipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Subrecipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or the Division designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

g. 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) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and three (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Subrecipient based upon the funds provided under this Agreement, the meetings of the Subrecipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. 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 the Legislature, 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. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be 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 Attachments A and B to this Agreement ("Budget and Scope of Work" and "Program Statutes and Regulations" respectively), and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Subrecipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Subrecipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the GASB [Government Accounting Standards Board] and the FASB [Financial Accounting Standards Board]."

c. When conducting an audit of the Subrecipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, 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."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Subrecipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Subrecipient of such non-compliance.

e. The Subrecipient shall 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 shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Subrecipient's fiscal year.

f. The Subrecipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Subrecipient, to the Division at the following addresses:

FDEM-PA-Compliance@em.myflorida.com

AND

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Subrecipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at: <https://facides.census.gov/Account/Login.aspx>

h. The Subrecipient shall send any management letter issued by the auditor to the Division at the following addresses:

FDEM-PA-Compliance@em.myflorida.com

AND

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.329, the Subrecipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachment A to this Agreement ("Budget and Project List").

e. The Subrecipient shall provide additional program updates or information that may be required by the Division.

f. The Subrecipient shall provide additional reports and information as required by the Federal Awarding Agency or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Subrecipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that

time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement ("Budget and Project List") and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Division 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 Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Subrecipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or subdivision, as defined in section 768.28(2), 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 Subrecipient to which sovereign immunity applies. Nothing herein shall 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 any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Subrecipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Subrecipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Subrecipient at any time during the term of this Agreement, and the Subrecipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division:

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or

d. The Subrecipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) days of providing written notice to the Subrecipient and upon the Subrecipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein.
- b. Begin an 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. Require that the Subrecipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from the Subrecipient to determine the reasons for or the extent of non-compliance or lack of performance;
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activities in question; or
 - iv. Require the Subrecipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Subrecipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Subrecipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) days prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Subrecipient will not incur new obligations for the terminated portion of the Agreement after the Subrecipient has received the notification of termination. The Subrecipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination

notice will be disallowed. The Subrecipient shall not be relieved of liability to the Division because of any breach of Agreement by the Subrecipient. The Division may, to the extent authorized by law, withhold payments to the Subrecipient for the purpose of set-off until the exact amount of damages due the Division from the Subrecipient is determined.

(18) PROCUREMENT

a. The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient shall monitor and document, in the quarterly report, the contractor’s progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient shall ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. The Subrecipient may request guidance concerning procurement activity from the Division but shall also use its own judgment to determine compliance with all applicable rules and statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by a program specific waiver. If an advance payment is requested, the budget data upon which the request is based, and a justification statement shall be submitted by completing Attachment K of this Agreement (“Justification of Advance Payment”). The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division’s Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

c. 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 Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds

shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

FEMA may provide expedited funding for Emergency Work Projects (Category A or B) that meet or exceed the Large Project threshold of \$132,800. Expedited Projects provide funding for 50% of the estimated eligible scope of work and funding is subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Subrecipient can request one or more Emergency Work Expedited Projects.

In order to be eligible for this funding, the project must be categorized as a Large Project, with an eligible scope of work totaling \$132,800 or more. FEMA makes the final eligibility determination regarding work and costs associated with Expedited Projects.

b. FUNDING

Funding will be provided at 50% of the estimated project cost and all funding will require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

For Applicants that wish to submit an Expedited Project, FEMA policy requires that Expedited Project requests be submitted to FEMA within sixty (60) days of the Subrecipient's Recovery Scoping Meeting. The Subrecipient should notify the State Public Assistance Officer (SPA0) by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com and the SPA0 will then notify FEMA. Upon FEMA confirmation, the Subrecipient will be contacted by the Division staff who will assist with project development and submission into the FEMA Grants Portal system. Upon project obligation, all payments will be made using the workflows in FDEM's Grants Management System.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Subrecipient agrees that the Division may withhold funds otherwise payable to the Subrecipient from any disbursement to the Division, by the Federal Awarding Agency or any other source, upon a determination by the Division or the Federal Awarding Agency that funds exceeding the eligible costs have been disbursed to the Subrecipient pursuant to this Agreement or any other funding agreement administered by the Division. The Subrecipient understands and agrees that the Division may offset any funds due and payable to the Subrecipient until the debt to the State is satisfied. In such event, the Division will notify the Subrecipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Subrecipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(22) 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 Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Subrecipient.

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. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall 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 shall survive the term of this Agreement.

d. The Subrecipient 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.

e. 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 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Subrecipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a Federal department or agency;
- ii. Have not, within a five (5) year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (23) f. ii. of this certification; and,
- iv. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Subrecipient is unable to certify to any of the statements in this certification, then the Subrecipient shall attach an explanation to this Agreement.

h. In addition, the Subrecipient shall send to the Division (by email to the assigned grant manager) the completed Attachment C of this Agreement (“Certification Regarding Debarment”) for the Subrecipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Subrecipient shall also perform this check for any and all intended contractor or subcontractor for which Subrecipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Subrecipient and provided to the Division upon request. The check must be completed before the Subrecipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Subrecipient created or received under this Agreement.

j. Subject to the provisions of 2 C.F.R. §200.305, the Subrecipient must temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division’s obligation to pay the contract amount.

k. 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 Subrecipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

- a. 2 C.F.R. §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 Subrecipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

- i. 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 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The 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 accordingly.
- 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.
- v. The Subrecipient and its Contractors shall sign Attachment J – Certification Regarding Lobbying.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUBRECIPIENT TO THE STATE OF FLORIDA.

a. If the Subrecipient has a pre-existing patent or copyright, the Subrecipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement 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, the Subrecipient shall refer the discovery or invention to the Division 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, the Subrecipient shall notify the Division. 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) days of execution of this Agreement, the Subrecipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Subrecipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Subrecipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Subrecipient shall become the sole property of the Subrecipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Subrecipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The 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. The Subrecipient also certifies that the undersigned person has the authority to legally execute and bind Subrecipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-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:

i. 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:

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.

ii. 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.

iii. 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.

iv. 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.

v. 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.

vi. 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.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract 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.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (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. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or

suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-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.

(28) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-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).

(29) SUSPENSION AND DEBARMENT

If the Sub-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 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 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 C.F.R. pt. 180, subpart C and 2 C.F.R. 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 C.F.R. pt. 180, subpart C and 2 C.F.R. 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.

(30) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 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.

(31) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The “socioeconomic contracting” requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women’s business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. “project splitting”).

(32) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Subrecipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Subrecipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(33) ASSURANCES

The Subrecipient shall comply with any Statement of Assurances incorporated as Attachment E to this Agreement (“Statement of Assurances”).

(34) DUPLICATION OF BENEFITS PROHIBITED

a. The Subrecipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Subrecipient receive any other duplicate benefits from any source whatsoever.

b. The Subrecipient agrees to reimburse the Division if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Subrecipient has received payment from the Division.

c. The Subrecipient agrees to notify the Division in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Division determines the Subrecipient has received duplicate benefits, the Subrecipient gives the Division the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Subrecipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(35) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 – Funding Sources
 - ii. Attachment A – Budget and Project List
 - iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences
 - iv. Attachment C – Certification Regarding Debarment
 - v. Attachment D – Designation of Authority
 - vi. Attachment E – Statement of Assurances
 - vii. Attachment G – Public Assistance Program Guidance
 - viii. Attachment H – Federal Funding Accountability and Transparency Act (FFATA) Reporting
 - ix. Attachment I – Mandatory Contract Provisions
 - x. Attachment J – Certification Regarding Lobbying
 - xi. Attachment K – Justification for Advance Payment

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: _____

By: _____

(Signature)

Name: CHARLES W. BURKETT

Title: MAYOR

Date: _____

FEIN# _____

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

By: _____
Kevin Guthrie, Director

Date: _____

EXHIBIT – 1
FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUBRECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: \$ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, V4- effective for all emergencies and major disasters declared on or after June 1, 2020.
 - Link here: <https://www.fema.gov/media-library/assets/documents/111781>

Federal Program:

1. Subrecipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, V4 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
Emergency Work
Category A: Debris Removal
Category B: Emergency Protective Measures
2. Subrecipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-3560		Sub-Recipient: Surfside, Town of									
PW #	Cat	Project Title	Federal Share %	Fed %	State Share %	State %	Local Share %	Local %	Total Eligible Amount	POP Start Date	POP End Date
			\$0.00		\$0.00		\$0.00		\$0.00		
Total:			\$0.00		\$0.00		\$0.00		\$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's PW, the Division notifies the Subrecipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Incident End Date

As of 7/15/2021 the incident is ongoing. The parties hereby agree that the end date of the incident, as determined by FEMA at a future date, will be established as the end date for this incident. Any documents or memoranda issued by FEMA establishing the end date for this incident is hereby incorporated by reference, and the parties agree to include any such documents into this agreement without any need to execute an amendment to this agreement. The parties do not agree to change any other terms in this agreement without express written approval.

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables –

Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Subrecipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due fifteen (15) days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division's as in ownership of the Grant Manager as part of the Subrecipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division's Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).

Small Projects Deliverables –

Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. The Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences

2 CFR 200.338 and Section 215.971, Florida Statutes, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –

Based on 2 C.F.R. Section §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Subrecipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports –

Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes, provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Subrecipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Subrecipient fails to timely submit this quarterly report, the Division will:

- Withhold \$500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-

The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Subrecipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
 - o Once the Request for Final Inspection is received, such funds will be released and paid to the Subrecipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

With respect to any Subrecipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____

Signature

CHARLES W. BURKETT MAYOR

Name and Title

9293 HARDING AVENUE

Street Address

SURFSIDE, FL 33154

City, State, Zip

Date

_____ TOWN OF SURFSIDE

Subrecipient's Name

_____ DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Subrecipient's Primary Agent and Alternate Agent to access the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in FDEM Grants Management System if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) daytime period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	Box 2: Primary Agent (Full Access)
Agent's Name CHARLES W. BURKETT	Agent's Name JASON D. GREENE
Signature	Signature
Organization / Official Position MAYOR	Organization / Official Position ASSISTANT TOWN MANAGER / CHIEF FINANCIAL OFFICER
Mailing Address 9293 HARDING AVENUE	Mailing Address 9293 HARDING AVENUE
City, State, Zip SURFSIDE, FL 33154	City, State, Zip SURESIDE, FL 33154
Daytime Telephone 305-517-1175	Daytime Telephone 305-861-4863 EXT 255
E-mail Address Mayor@townofsurfsidefl.gov	E-mail Address JGreene@townofsurfsidefl.gov
Box 3: Alternate Agent (Full Access)	Box 4: Other-Finance/Point of Contact (Full Access)
Agent's Name JAVIER COLLAZO	Official's Name MANNY CARTA
Signature	Signature
Organization / Official Position FINANCE MANAGER	Organization / Official Position ACCOUNTANT
Mailing Address 9293 HARDING AVENUE	Mailing Address 9293 HARDING AVENUE
City, State, Zip SURFSIDE, FL 33154	City, State, Zip SURFSIDE, FL 33154
Daytime Telephone 786-322-4936	Daytime Telephone 305-861-4863 EXT 293
E-mail Address JCollazo@townofsurfsidefl.gov	E-mail Address MCarta@townofsurfsidefl.gov
Box 5: Other-Risk Mgmt-Insurance (Full Access)	Box 6: Other-Environmental-Historic (Full Access)
Agent's Name N/A	Agent's Name N/A
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature _____

Date _____

**DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

Sub-Grantee:		Date:	
Box 7: Other (Read Only Access)		Box 8: Other (Read Only Access)	
Agent's Name ANDRE MCINTOSH		Agent's Name SHERLIE VALENTIN	
Signature		Signature	
Organization / Official Position SENIOR MANAGING ASSOCIATE		Organization / Official Position MANAGING ASSOCIATE	
Mailing Address 1618 ORRINGTON AVENUE, SUITE 201		Mailing Address 1618 ORRINGTON AVENUE, SUITE 201	
City, State, Zip EVANSTON, IL 60201		City, State, Zip EVANSTON, IL 60201	
Daytime Telephone 917-705-2490		Daytime Telephone 787-594-0018	
E-mail Address Andre.Mcintosh@hagertyconsulting.com		E-mail Address Sherlie.Valentin@hagertyconsulting.com	
Box 9: Other (Read Only Access)		Box 10: Other (Read Only Access)	
Agent's Name PAM ANDRILLON		Official's Name N/A	
Signature		Signature	
Organization / Official Position aSSOCIATE		Organization / Official Position	
Mailing Address 1618 ORRINGTON AVENUE, SUITE 201		Mailing Address	
City, State, Zip EVANSTON, IL 60201		City, State, Zip	
Daytime Telephone 786-219-5314		Daytime Telephone	
E-mail Address Pam.Andrillon@hagertyconsulting.com		E-mail Address	
Box 11: Other (Read Only Access)		Box 12: Other (Read Only Access)	
Agent's Name N/A		Agent's Name N/A	
Signature		Signature	
Organization / Official Position		Organization / Official Position	
Mailing Address		Mailing Address	
City, State, Zip		City, State, Zip	
Daytime Telephone		Daytime Telephone	
E-mail Address		E-mail Address	
Sub-Grantee's Fiscal Year (FY) Start: Month: October Day: 1st			
Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000434			
Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management			
Sub-Grantee's: FIPS Number (If Known) 086 - 70075 - 00			

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not

Attachment E

STATEMENT OF ASSURANCES

- 1) The Subrecipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.
- 2) Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:
 - a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Subrecipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.
 - b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.
 - c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.
- 3) The Subrecipient further assures it will:
 - a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.
 - b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.
 - c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.
 - d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.
 - e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.
 - f. Provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.
 - g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
 - h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

- i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,
 - ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
- i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
- j. With respect to demolition activities:
 - i. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;
 - ii. Return the property to its natural state as though no improvements had been contained thereon;
 - iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;
 - iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;
 - v. Provide supervision over contractors or employees employed by the Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures;
 - vi. Leave the demolished site clean, level, and free of debris;
 - vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;
 - viii. Obtain all required permits;
 - ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;
 - x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;
 - xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,
 - xii. Provide documentation of public notices for demolition activities.
- k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for \$500,000.00 or more.
- m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Recipient in good faith to agree upon a repayment date.

- n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
- 4) The Subrecipient agrees it will comply with the:
- a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
 - b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.
 - c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.
 - d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
 - e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
 - f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed workweek.
 - g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.
 - h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
 - i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
 - j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.
 - k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Subrecipients and contractors.

- I. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
- m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead-based paint in construction of rehabilitation or residential structures.
- n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.
- o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Subrecipients and contractors.
- p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Recipients shall, on the ground 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 for which the Subrecipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Subrecipient, this assurance shall obligate the Subrecipient or in the case of any transfer of such property, any 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.
- q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.
- r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
- s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.
- t. Applicable provisions of the following laws and policies prohibiting discrimination:
 - i. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - ii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - iii. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - iv. Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - v. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- u. Provisions of all appropriate environmental laws, including but not limited to:
 - vi. The Clean Air Act of 1955, as amended;
 - vii. The Clean Water Act of 1977, as amended;

- viii. The Endangered Species Act of 1973;
 - ix. The Intergovernmental Personnel Act of 1970;
 - x. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;
 - xi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;
 - xii. The Fish and Wildlife Coordination Act of 1958;
 - xiii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;
 - xiv. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.
- v. The provisions of all Executive Orders including but not limited to:
- i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
 - ii. EO 11514 (NEPA).
 - iii. EO 11738 (violating facilities).
 - iv. EO 11988 (Floodplain Management).
 - v. EO 11990 (Wetlands).
 - vi. EO 12898 (Environmental Justice).

For Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Subrecipient by FEMA. The Subrecipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Subrecipient, its successors, transferees, and assignees.

FOR THE SUBRECIPIENT:



 Signature

CHARLES W. BURKETT MAYOR 

 Printed Name and Title Date

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Subrecipients must use the Recipient's web-based project management system, to access and exchange project information with the State throughout the project's life. This includes processing advances, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Subrecipient. The Subrecipient is required to have working knowledge of the FDEM Grants Management System.

2. PROJECT DOCUMENTATION

The Subrecipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Subrecipient should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the FDEM Grants Management System website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Subrecipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Subrecipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at \$5,000.00 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. PROJECT AMENDMENTS

Project Amendments may be requested by the Subrecipient, in FDEM Grants Management System, on both small and large projects, to:

- 1) New Time Extension;
 - a) Requests for Time Extensions within the Subrecipient's authority
 - b) Requests for Time Extensions not within the Subrecipient's authority
- 2) New Project Amendment;
 - a) Requests for Alternate Projects
 - b) Requests for Improved Projects
 - c) Requests for Mitigation Opportunities
 - d) Requests for Revised Scope of Work
 - e) Significant Cost Variance (>20%)
 - f) Use of Eligible Excess Funds
- 3) New Project Appeal
 - a) Subrecipient Appeal
 - i) Request First Appeal; and/or
 - ii) Request Second Appeal; and/or

- iii) Request Appeal via Arbitration.
- b) Project Appeal
 - i) Large Project Appeal
 - (1) Request First Appeal; and/or
 - (2) Request Second Appeal; and/or
 - (3) Request Appeal via Arbitration
 - ii) Small Project Appeal
 - (1) Small Project Netting

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Subrecipient to certify that all work has been completed. To ensure a timely closeout process, the Subrecipient should notify the Recipient within sixty (90) days of Project completion.

The Subrecipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Subrecipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Subrecipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Subrecipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Subrecipient must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at <https://www.fema.gov/assistance/public/policy-guidance-fact-sheets> and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate, and actual costs for completing the eligible SOW differ from the estimated amount. FEMA adjusts the approved amount on individual Small Projects only if one of the following conditions applies:

- The Subrecipient did not complete the approved SOW;
- The Subrecipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Subrecipient may request additional funding through small project netting, known as the net small project overrun appeal. The request operates as a normal appeal, but includes all

of the Subrecipient's Small Projects. The Subrecipient must send its request to the Recipient's Appeals Officer within sixty (60) days of completion of the work for the Subrecipient's last Small Project. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts. FEMA will evaluate all Small Projects and make adjustments according to any overruns or underruns for each project. FEMA will not consider requests submitted past the appeals deadline.

To ensure that all work has been performed within the SOW specified on the Project Worksheets (PW), the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Surfside Building Collapse EM#3560, projects that are under \$132,800.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation. The self-certification will require the applicant to certify that the scope of work is eligible and that the funds will be expended in accordance with State and Federal law.

Once the project is obligated, the Division will reimburse the project without a request for reimbursement.

5. TIME EXTENSIONS

FEMA only provides Public Assistance (PA) funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date.

If the Subrecipient determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and
- The project timeline with the projected completion date.

Within its discretion, set out by 44 C.F.R. §206.204, the Division may grant a time extension for Category B (emergency protective measures) work.

FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Subrecipient's control:

- Permitting or Environmental and Historic Preservation (EHP) compliance related delays due to other agencies involved;
- Environmental limitations (such as short construction window);
- Inclement weather (site access prohibited or adverse impact on construction); and
- Lack of availability of materials, equipment, or contractors to complete work.

FEMA generally considers the following to be circumstances within the control of the Subrecipient and not justifiable for a time extension:

- Permitting or environmental delays due to Subrecipient delays in requesting permits;
- Lack of funding;
- Change in administration or cost accounting system; and/or
- Compilation of cost documentation.

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Subrecipient must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Subrecipient does not complete. If the Subrecipient completes a portion of the approved SOW and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Subrecipient restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Subrecipient did not restore.

Time Extension requests should be submitted prior to current approved deadline, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions;
- Construction timeline/project schedule in support of requested time;
- Basis for time extension request:
 - Delay in obtaining permits;
 - Permitting agencies involved and application dates;
 - Environmental delays or limitations (e.g., short construction window, nesting seasons);
 - Dates of correspondence with various agencies;
 - Specific details;
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction);
 - Specific details;
- Other reason for the delay;
 - Specific details.

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the Division or FEMA (as applicable), any expenses incurred outside the Period of Performance (POP) are ineligible.

6. INSURANCE

The Subrecipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Subrecipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Subrecipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than \$5,000.00.

In addition to the preceding requirements, the Subrecipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, "Such coverage must at a minimum be in the amount of the eligible project costs." Further, the Stafford Act, requires a Subrecipient to purchase and maintain insurance, where that insurance is "reasonably available, adequate or necessary to protect against future loss" to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, "If the Subrecipient does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster." If the State Insurance Commissioner certifies that the type and extent of insurance is not "reasonably available, adequate or necessary to protect against future loss" to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Subrecipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Subrecipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Subrecipient further agrees to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Subrecipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Subrecipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Subrecipient, and any land use permitted by or engaged in by the Subrecipient, must be consistent with the local government comprehensive plan.

The Subrecipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Subrecipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Subrecipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Subrecipient requesting this reimbursement must include:

- a) A Request for Reimbursement (available in the FDEM Grants Management System);
- b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report in the FDEM Grants Management System and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,
- c) The FDEM Cost Claim Summary Workbook (found in the Forms section of the FDEM Grants Management System), along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.
2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
3. In order to prepare a Request for Advance (RFA) the Subrecipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay. The Subrecipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.
4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment.
5. The Subrecipient must complete a Request for Reimbursement (RFR) via the FDEM Grants Management System no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.
6. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

7. The Recipient may advance funds to the Subrecipient, not exceeding the Federal share, only if the Subrecipient meets the following conditions:

- a) The Subrecipient must certify to the Recipient that Subrecipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay; and
- b) The Subrecipient must submit to the Recipient the budget supporting the request.

8. The Subrecipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes;

9. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Subrecipient if the Recipient reasonably expects that the Subrecipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Subrecipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment only if permissible in accordance with 2 C.F.R. § 200.305(b). Advance payments are only permissible if in compliance with 2 C.F.R. § 200.305(b), and PAAP projects are no exception.

10. DESIGNATION OF AGENT

The Subrecipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Subrecipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Subrecipient's contacts have not been updated regularly and all three (3) Agents have separated from the Subrecipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from FDEM Grants Management System may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?

The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?

Any *institution* that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?

Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement Subrecipients/prospective Subrecipients. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.

1-866-705-5711

What do I need before I request a DUNS number?

Before you call D&B, you will need the following pieces of information:

- Legal Name;
- Headquarters name and address for your organization;
- Doing business as (dba) or other name by which your organization is commonly recognized;
- Physical address;
- Mailing address (if separate from headquarters and/or physical address);
- Telephone number;
- Contact name and title; and
- Number of employees at your physical location.

How much does a DUNS number cost?

There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?

New regulations taking effect Oct. 1, 2003, mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?

Call the toll-free number above and indicate that you are a Federal grant and/or cooperative agreement Subrecipient. D&B will tell you if your organization already has an assigned number. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?

Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?

Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?

Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?

This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?

If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Subrecipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at <https://flvendor.myfloridacfo.com>.

Subrecipient must register with My Florida Marketplace utilizing myfloridamarketplace.com website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the Division prior to the Division's issuance of a subaward (Agreement) that obligates \$25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: _____

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ _____

OBLIGATION/ACTION DATE: _____

SUBAWARD DATE (if applicable): _____

DUNS#: _____

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: TOWN OF SURFSIDE

DBA NAME (IF APPLICABLE): N/A

PRINCIPAL PLACE OF BUSINESS ADDRESS: 9293 HARDING AVENUE

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY SURFSIDE STATE FL ZIP CODE+4** 33154-3009

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

Complete eligible Projects for repair or replacement of Disaster damaged facilities.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization’s previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; AND, (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
Yes No

If the answer to Question 1 is “Yes,” continue to Question 2. If the answer to Question 1 is “No”, move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
Yes No

If the answer to Question 2 is “Yes,” move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is “No” FFATA reporting is required. Provide the information required in the “TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR” appearing below to report the “Total Compensation” for the five (5) most highly compensated “Executives”, in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

“Executive” is defined as “officers, managing partners, or other employees in management positions”.

“Total Compensation” is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: CHARLES W. BURKETT MAYOR

DATE: _____

Attachment I
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**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 Sub-recipient 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

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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 Sub-recipient 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 Sub-recipient 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 Excluded Parties List System 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.” The Excluded Parties List System in SAM 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 of \$100,000 or more 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 telecommunication and video surveillance services or equipment.

(L) See §200.322 Domestic preferences for procurements
(*Appendix II to Part 200, Revised Eff. 11/12/2020*).

FEMA created a PDAT Contract Provisions Template to assist non-Federal entities with drafting contracts. It is *available at* <https://www.fema.gov/grants/procurement/resource-library>

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

**Attachment J
Certification Regarding Lobbying**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, 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 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 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 subrecipients 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 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.

The Subrecipient or contractor, TOWN OF SURFSIDE, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[Redacted Signature]
Signature of Subrecipient/contractor's Authorized Official

CHARLES W. BURKETT MAYOR
Name and Title of Subrecipient/contractor's Authorized Official

[Redacted Date]
Date

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:

If you are requesting an advance, indicate same by checking the box below.

<p><input type="checkbox"/> ADVANCE REQUESTED</p> <p>Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.</p>

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Agreement
<i>Example: PW#00001(0)</i>	<i>Contract Work \$1,500,000.00 (provide detailed justification).</i>
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term, as defined in 2 C.F.R. §200.305 and as applicable section 216.181(16), Florida Statutes. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).



MEMORANDUM

ITEM NO. 3G

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2021
Subject: Sanitation Sewer Evaluation Survey (SSES) Smoke Testing Third Cycle Phase I

The Town of Surfside is required to submit an SSES evaluation on or before November 12, 2022 of the entire gravity system, as required by the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). The Smoke Testing involves two components which are as follows:

- **Manhole Inspections** - Inspect approximately 157 manholes in the sanitary sewer system in accordance with the MD-RER SSES guidelines. Visual manhole inspections are required by MD-RER for the SSES Third Cycle submittal. The manhole inspection will follow the Manhole Visual Inspection Form provided by MD-RER, including information on the lines connected to the manhole and the flow direction, pipe material, pipe size, whether the manhole is surcharged, infiltration, damage to the manhole cover, wastewater flow, manhole inserts, and grease.
- **Smoke Testing** – Inspect approximately 48,870 linear feet of sewer gravity main by introducing smoke into the system with a portable blower designed and built specifically for the use of smoke testing. Any defects observed which could result in infiltration into the system will be noted for corrections by resident (if on private property) and or Town (if in Public Right of Way).

The Town of Surfside has budgeted through Fiscal Year 2022 budget a total of \$55,000.00 to perform the testing procedure and compose corresponding reports to be submitted to the various regulatory agencies. The Public Works Department obtained proposals from the current list of pool engineering firms and determined the most cost-effective option to be 300 Engineering at \$43,937.72 through proposal dated August 27, 2021. Refer to **Exhibit A** – “300 Engineering Scope of Work Proposal”.

This project will have a public communication component to educate residents of testing process and any corrective measures that may be required.

Reviewed by: JG

Prepared by: HG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING A PROJECT AGREEMENT WITH 300 ENGINEERING GROUP, P.A. FOR A SANITATION SEWER EVALUATION SURVEY AND SMOKE TESTING SERVICES FOR THE TOWN'S SANITARY SEWER SYSTEM, 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 300 Engineering Group, P.A. ("Consultant") for professional engineering services in accordance with the Request for Qualifications (RFQ) No. 2020-06 and the ensuing 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 ("Project Agreement"), authorizing the Consultant to provide a Sanitation Sewer Evaluation Survey (SSES) and Smoke Testing of the Town's sanitary sewer system, as required by the Florida Department of Environmental Protection and Miami-Dade County Department of Regulatory and Economic Resources ("Services"); and

WHEREAS, the Project Agreement, attached hereto as Exhibit "A," provides for a scope of services detailing the Services to be provided by the Consultant, as well as a schedule for performance and compensation for the Services in an amount not to exceed \$43,937.72; and

WHEREAS, pursuant to the CSA, the Town Commission wishes to approve the Project Agreement, in substantially the form attached hereto as Exhibit "A", and authorize the expenditure of such funds; and

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

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

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

Section 2. Approval of Project Agreement. The Project Agreement for the Services with the Consultant, in substantially the form attached hereto as Exhibit “A”, is hereby approved.

Section 3. Authorization; Expenditure of Funds The Town Manager is hereby authorized to execute the Project Agreement attached hereto as Exhibit “A” with the Consultant for the Services in an amount not to exceed \$43,937.72, in accordance with the CSA and subject to final approval by the Town Manager and Town Attorney as to form, content, and legal sufficiency.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary action to implement the Project Agreement and the purposes of this Resolution.

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

PASSED AND ADOPTED this 12th day of October, 2021.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:
Commissioner Charles Kesl _____
Commissioner Eliana R. Salzhauer _____
Commissioner Nelly Velasquez _____
Vice Mayor Tina Paul _____
Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

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

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

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: Smoke Testing of Sanitary Sewer System

PROJECT AGREEMENT

Between

TOWN OF SURFSIDE, FL

And

300 Engineering Group, P.A.

Project Name: Smoke Testing of Sanitary Sewer System

Subject to the provisions contained in the “Continuing Services Agreement for Professional Engineering Services” (hereinafter referred to as the “Continuing Services Agreement”) between the **TOWN OF SURFSIDE, FL** (hereinafter referred to as “Town”) and **300 ENGINEERING GROUP, P.A.**, a Florida corporation (hereinafter referred to as “Consultant”) dated February 16, 2021, which Continuing Services Agreement was competitively procured through Request For Qualifications (RFQ) No. 2020-06 in accordance with Section 287.955, Florida Statutes, this Project Agreement is made effective as of the 13th day of October, 2021, and authorizes the Consultant to provide the services as set forth below:

SECTION 1. SCOPE OF SERVICES

1.1 Consultant shall provide **SMOKE TESTING OF SANITARY SEWER SYSTEM** and complete the tasks that are identified and described in the Project Scope of Services and Schedule, attached hereto as Exhibit “1” for the Town (the “Services”).

1.2 The Town may request changes that would increase, decrease, or otherwise modify the scope of services outlined under the Project Scope of Services and Schedule, attached hereto as Exhibit “1.” Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

2.1 As part of the scope of services and project schedule, the Consultant shall provide the Town the Deliverables identified in the Project Scope of Services and Schedule attached hereto as Exhibit “1.”

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Town Manager, in his sole discretion, may extend the term of this Agreement through written notification to the Consultant. Such extension shall not exceed 90 days. No further extensions of this Agreement shall be effective unless authorized by the Town Manager.

3.2 Commencement. Services provided by the Consultant under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notice to Proceed (“Commencement Date”) provided to the Consultant by the Town. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notice to Proceed. Consultant must receive written notice from the Town Manager prior to the beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notice to Proceed, the Consultant shall provide services to the Town on the Commencement Date, and shall continuously perform services to the Town, without interruption, in accordance with the time frames set forth in the “Scope of Services and Project Schedule”, a copy of which is attached and incorporated into this Agreement as Exhibit “1”. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Time of the Essence. All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Compensation. Consultant shall be compensated for the provision of the Services in accordance with Exhibit “1” attached hereto. Consultant shall receive monthly payments based on Services or tasks completed in accordance with the hourly fee schedule outlined in the Project Scope of Services and Schedule, attached hereto as Exhibit “1,” in the total amount not to exceed \$43,937.72.

4.2 Reimbursable Expenses. The following expenses are reimbursable and will be billed at actual cost to cover administrative processing: Travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the Town), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the Town.

SECTION 5. BILLING AND PAYMENTS

5.1 Invoices

5.1.1. Compensation and Reimbursable Expenses. Consultant shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule attached hereto as Exhibit “1”, attached hereto and made part of this Agreement. Invoices for each phase shall not exceed amounts allocated to said phase plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.1.2. Florida Prompt Payment Act. The Town shall pay the Contractor in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Town Manager.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the Town for payment to the Consultant is disputed, or additional backup documentation is required, the Town shall notify the Consultant within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The Consultant shall provide the Town within five (5) working days of the date of the Town’s notice. The Town may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the Consultant. The Town, at its sole discretion, may pay to the Consultant the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the Town becomes credibly informed that any representations of the Consultant, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Project Agreement, the Town may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Owner’s reasonable satisfaction.

5.4 Retainage. The Town reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the Consultant until the project is completed. Said retainage may be withheld at the sole discretion of the Town and as security for the successful completion of the Consultant's duties and responsibilities under the Project Agreement.

5.5 Final Payment. Submission to the Consultant's invoice for final payment and reimbursement shall constitute the Consultant's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Consultant to others, including its consultants, incurred in connection with the Project, shall be paid in full. The Consultant shall deliver to the Town all documents requested by the Town evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of all claims against the Town by the Consultant.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon five (5) calendar days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, the Consultant shall indemnify the Town against any loss pertaining to this termination. In the event that the Consultant is terminated by the Town for cause and it is subsequently determined by a court by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provision of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the Town for convenience upon fourteen (14) calendar days' written notice to the Consultant. In the event of such termination a termination, the Consultant shall incur no further obligations in connections with the Project and shall, to the extent possible terminate any outstanding subconsultant obligation. The Consultant shall be compensated for all services performed to the satisfaction of the Town and reimbursable expenses incurred prior the date of termination. In such event, the Consultant shall promptly submit to the Town its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 5.1. Under no circumstances shall the Town make payment of profit to the Consultant for services which have not been performed.

6.3 Assignment upon Termination. Upon termination of this Project Agreement, a copy of all work product of the Consultant shall become the property of the Town and the Consultant shall within ten (10) working days of receipt of written direction from the Town, transfer to either the Town or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Project Agreement. Upon the Town's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the Town.

6.4 Suspension for Convenience. The Town shall have the right at any time to direct the Consultant to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the Town the Consultant shall immediately comply with same. In the event the Town directs a suspension of performance as provided herein, through no fault of the Consultant, the Town shall pay the Consultant as full compensation for such suspension the Consultant's reasonable cost, actually incurred and paid, of demobilization and remobilization.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Project Agreement to be executed the day and year as first stated above

TOWN:

ATTEST:

TOWN OF SURFSIDE, FLORIDA, a
Florida Municipal Corporation

TOWN CLERK

By: _____
Andrew Hyatt, Town Manager

Date: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

TOWN ATTORNEY

CONSULTANT:

300 Engineering Group, P.A., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

WITNESSES:

Print Name: _____

Print Name: _____

EXHIBIT "1"

**PROJECT SCOPE OF SERVICES AND SCHEDULE AND
PAYMENT SCHEDULE**

[TO BE INSERTED]

Town of Surfside

RFQ No 2020-06

Task # 1

Smoke Testing of Sanitary Sewer System

SSES Third Cycle

SCOPE OF WORK

DRAFT

August 27, 2021

Town of Surfside
Public Works Department
9293 Harding Avenue
Surfside, FL 33154
Attn: Hector Gomez
Assistant Public Works Director



Prepared by:

300 Engineering Group, P.A.
2222 Ponce de Leon Blvd, Suite 300
Coral Gables, Florida 33134
305-602-4602



Table of Contents

INTRODUCTION	2
DESCRIPTION OF SERVICES	2
100 SMOKE TESTING.....	2
200 VISUAL MANHOLE INSPECTION.....	3
300 SMOKE TEST REPORT	3
400 SSES THIRD CYCLE – PHASE 1 REPORT (Optional).....	4
SCHEDULE	5
COMPENSATION.....	5
ASSUMPTIONS.....	5

Town of Surfside

RFQ 2020-06

Task # 1

Smoke Testing of Sanitary Sewer System

SCOPE OF WORK

INTRODUCTION

300 Engineering Group, P.A. (300 Engineering) has entered into a continuing services agreement with the Town of Surfside (Town) to provide professional engineering services under the RFQ 2020-06.

The following task is being proposed under this scope of services:

- Task # 1 - "Smoke Testing of Sanitary Sewer System"

DESCRIPTION OF SERVICES

The Town of Surfside (**Town**) is required to submit an SSES evaluation on or before November 12, 2022 of the entire gravity system, as required by the Florida Department of Environmental Protection (FDEP) and the Miami-Dade County Department of Regulatory and Economic Resources (RER). As part of the SSES evaluation, it is required to perform smoke testing to the entire sanitary sewer system (48,863 LF). The Town has requested 300 Engineering to execute the smoke testing over the entire sanitary sewer system and prepare the required report to be submitted to MD-RER.

Task # 1 - "Smoke Testing of Sanitary Sewer System" has been divided into the following subtasks:

Subtask	Description
100	Smoke Testing
200	Visual Manhole Inspection
300	Smoke Test Reporting
400	SSES Third Cycle – Phase 1 Report (Optional)

100 SMOKE TESTING

300 Engineering will conduct smoke testing to the 48,863 LF of the Town's sanitary gravity system. The services will be performed with a portable blower designed and built specifically for the use of smoke testing. The pipe sections and lengths shall not exceed the capacity of the blower to provide adequate smoke for testing; in general pipe lengths should not exceed 2,000 LF. 300 Engineering shall not perform smoke testing on days that will hinder the results

of the test (for example, when high winds, heavy rains, or excessively high groundwater levels would interfere with the effectiveness of the testing).

300 Engineering staff will record locations where smoke is observed. Smoke exfiltration may be caused by: structural damage in pipes or manholes, cross-connections with roof gutters, sewer cleanouts, leakage in laterals, area drains and stormwater drain cross-connections. For each sewer line tested, the field worksheets will locate each point of smoke exfiltration detected. Typical methods to locate smoke leakage include: triangulate the defect with respect to the distance from two fixed objects (house corners, power poles, fire hydrant, etc.) and record on a location sketch; sub-meter GPS coordinates; or recording the distance from the upstream manhole to a point perpendicular to the defect, as well as the distance left/right to the defect.

Photographic record of these observations will be kept. Photographs of smoke evidence shall have a location indicated in the photograph using a defect flag where possible. Photographs shall be clearly cross-referenced to the field log indicating the location of the leak. Once the defect has been flagged, 300 Engineering's staff will snap a digital picture showing the smoke exiting from the defect, flag and physical features at or near the defect. Observations, sketches, photographs and test results will be included in the SSES Report to be submitted under subtask 300 – Smoke Test Reporting. 300 Engineering will also perform public outreach services by contacting property owners. Notifications will be distributed by 300 Engineering before the smoke test is performed.

Deliverables

- Field log with observations, sketches, photographs, and test results

200 VISUAL MANHOLE INSPECTION

The Town has approximately 157 manholes in the sanitary sewer system. 300 Engineering will perform visual inspections of the sanitary sewer manholes in accordance with the MD-RER SSES guidelines. Visual manhole inspections are required by MD-RER for the SSES Third Cycle submittal. The manhole inspection will follow the Manhole Visual Inspection Form provided by MD-RER, including information on the lines connected to the manhole and the flow direction, pipe material, pipe size, whether the manhole is surcharged, infiltration, damage to the manhole cover, wastewater flow, manhole inserts, and grease. No manhole entry will be performed. Photographs will be taken of the manholes to document their conditions.

Deliverables

- Manhole Visual Inspection Forms

300 SMOKE TEST REPORT

300 Engineering will prepare a Smoke Test Report summarizing the findings of the field work performed in Subtask 100, in accordance with RER SSES guidelines.

The report shall indicate:

- If smoke was observed emitting from storm drains, which should be regarded as an illegal connection
- If smoke was observed emitting from the ground surface, which indicates a broken

- pipe
- If smoke reached the entire system
- Weather or other conditions that might have affected the testing
- Date DERM was notified of the test, and whether or not the test was witnessed by DERM
- Date of testing
- Method and equipment used for smoke testing
- Points of smoke injection
- If all cleanouts were inspected
- List of required repairs or indicate that no repairs are required

Deliverable:

- Signed and Sealed Smoke Test & Manhole Inspection Report (in PDF format)

400 SSES THIRD CYCLE – PHASE 1 REPORT (Optional)

If requested by the Town, 300 Engineering will prepare the SSES Third Cycle, Phase 1 Report (Formerly called Phase 1 and 2 Report) required for submittal to RER which has a deadline of November 12, 2022. The Report will follow the RER “Guidelines for the Performance and Submittal of the Second Sanitary Sewer Evaluation Survey” and will include the following:

- **401 Flow Analysis Review**

300 Engineering will review flow measurements performed and approved as part of the SSES 2nd Cycle to be used as credits for the 3rd Cycle. Approved Night Flow measurements will be included as part of the report. In addition, 300 Engineering will compare the City’s wastewater flows against water meter usage, rainfall data, groundwater table elevations and tidal elevations and assess the impact of Base I/I, Rain Dependent I/I (RDI/I), and Tidal I/I.

- **402 Calculation of Allowable Infiltration and Inflow (I/I)**

Pursuant to Section 24-42.2(2) of the Miami-Dade County Environmental Protection Code, the maximum allowed I/I in the collection system is 5,000 gallons per day per inch pipe diameter mile (GPDIM). Using the sanitary sewer collection system information from the Town’s GIS data and the Flow measurements provided, 300 Engineering will calculate the allowable limit of I/I in the Town’s sanitary sewer system. Additionally, 300 Engineering will utilize this data to determine the existing GPDIM and whether or not the collection systems of the Town’s two (2) sewer basins are in compliance with regulatory requirements.

- **403 Corrective Action Plan**

If the collection system is found to be out of compliance with the 5,000 GPDIM requirement based on the GPDIM and night flows determined in Task 401 and 402, 300 Engineering will prepare a corrective action work plan. This plan will propose solutions to reduce the amount of I/I found within the Town’s sanitary sewer collection system in order to bring it into compliance with regulatory guidelines for allowable I/I levels.

Deliverables

- Signed and Sealed SSES Third Cycle, Phase 1 Report (in PDF format)

SCHEDULE

Project duration is two (2) months from Notice to Proceed.

COMPENSATION

The services described herein for Task 100 will be performed on a unit price basis of \$0.44/LF in the amount of \$21,499.72, which corresponds to the anticipated 48,863 LF of gravity main. Additional length of gravity mains will be invoiced under a separate task order using the same unit price of \$0.44/LF.

Invoicing will be monthly on a percent complete basis by Task. A fee summary for Task Authorization No. 1 by subtask follows.

Task	Description	Total
100	Smoke Testing	\$21,499.72
200	Visual Manhole Inspection	\$3,728.00
200	Smoke Testing Reporting	\$3,360.00
Subtotal:		\$28,587.72
300	SSES Third Cycle Report (Optional)	\$ 15,350.00
Total:		\$43,937.72

Task deliverables will be as detailed in the proposed Scope of Work and as approved by the Town. Invoicing will be submitted along with the Monthly Status Report on a monthly basis.

ASSUMPTIONS

This Scope of Work and deliverables are based on the following assumptions:

- Requested information will be made available by the Town
- Town staff will be available to conduct meetings, as necessary
- 300 Engineering will not perform surveying services under this scope of work
- 300 Engineering will not perform confined entry under this scope of work
- Manhole inspections will be visual only
- The Town shall be responsible for manhole cleaning and flow controls and lowering water levels of surcharged sewer segments to be inspected, using vacor trucks or any other means deemed appropriate by the Town. 300 Engineering will notify the Town in advance of any testing.
- 300 Engineering will not replace clean-outs or rain dishes as part of this scope of work
- Identification of other utilities is not included as part of this scope of work
- 300 Engineering will not perform Construction Management nor inspections services of the identified repairs

- Flow isolation and CCTV are not included in this scope of work
- Updates to the Sewer GIS are not included in this scope of work
- Night Flow testing will not be performed under the present scope of work
- Additional services performed during the execution of the present scope of work, due to additional sewer system to be evaluation, will be invoiced under a separate task order
- In consideration of this Task Authorization, access to data and information sources is made available to 300 Engineering. The Consultant shall comply fully with all security procedures and shall not divulge to third parties all confidential Data Information obtained from the Town in the course of performing consulting engineering work, including, but not limited to, security procedures, business operations information or proprietary information in the possession of the Town. 300 Engineering shall not be required to keep confidential information or material that is publicly available through no fault of the Consultant, material that the Consultant developed independently without relying on the state's or Customer's confidential information, or material that is otherwise obtainable under State Law as a public record



**Town of Surfside
Town Commission Meeting
October 12, 2021
7:00 pm**

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

Agenda #: 4B1
Date: October 4, 2021
From: Town Attorneys Lillian Arango and Tony Recio
Subject: Ordinance to Amend Side Setbacks in H120 District

Objective: At the Town Commission meeting of September 14, 2021, the Commission directed the Town Attorney to prepare an amendment of the Town Code to provide for alternative side setback requirements to the inclined plane setback commonly known as the “wedding cake” or “daylight plane.” Details of the proposed ordinance were included in the September 14, 2021 Commission Communication Memorandum included with the agenda item. The attached Ordinance amends Section 90-48.5 which provides for the inclined plane setback and Section 90-47.6 which addresses balcony encroachments into the inclined plane setback. The alternative option modifies ground floor setbacks to require a minimum setback of 20% of the lot width, then encourages variation and inventiveness in design by requiring an average setback of 25% of the lot width be provided across the whole of the building, at the discretion of the designer.

Consideration: The attached Ordinance provides for a minimum setback of 20% and an additional average setback of 5% (for a total average setback of 25%) for each side elevation to be provided according to the following step-by-step formula:

- 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.

Property owners may instead elect to build under the existing inclined plane setback. Balcony encroachments for such buildings remain largely the same as currently, except that encroachments to the rear are expressly set forth.

For buildings that employ an average setback instead of the inclined plane setback, balcony encroachments are similar to existing allowable encroachments, as follows:

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 from the rear of the building to a point 12 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 15 feet, whichever is less; and
2. the remaining 50% of balcony length on any floor can project no more than 10 feet

Recommendation: Consider the adoption of the attached Ordinance on first reading, and forward to the Planning & Zoning Board before second reading for review and recommendation.

ORDINANCE NO. 21 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47, “YARDS GENERALLY, ALLOWABLE PROJECTIONS” AND SECTION 90-48 “MODIFICATION OF SIDE AND REAR YARD REGULATIONS” TO PROVIDE ALTERNATIVE SIDE SETBACK REQUIREMENTS IN THE H120 DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

1 **WHEREAS**, Article VIII, Section 2 of the Florida Constitution, and Chapter 166, Florida
2 Statutes, provide municipalities with the authority to exercise any power for municipal purposes,
3 except where prohibited by law, and to adopt ordinances in furtherance of such authority; and

4 **WHEREAS**, the Town Commission of the Town of Surfside (“Town Commission”) finds it
5 periodically necessary to amend its Code of Ordinances and Land Development Code (“Code”) in
6 order to update regulations and procedures to maintain consistency with state law and to implement
7 municipal goals and objectives; and

8 **WHEREAS**, the H120 zoning district is the Town’s most intense district and consists of a
9 strip of buildings on properties located on the east side of Collins Avenue; and

10 **WHEREAS**, Section 90-48.5 of the Town Code currently requires buildings in the H120
11 district that are greater than 30 feet in height to increase their setbacks at a ratio of one foot of
12 additional setback per three feet of height, resulting in an inclined plane where setbacks are greater
13 at higher floors than on lower floors, commonly known as the “wedding cake” or “daylight plane”
14 (the “Existing Inclined Setback”);

15 **WHEREAS**, the Existing Inclined Setback has resulted in a stepped back design pattern where
16 upper floors have less floor area than lower floors, with such design pattern repeated among
17 different buildings along the H120 district; and

18 **WHEREAS**, the Town Commission wishes to amend the Town Code to provide for alternative
19 side setback requirements to the Existing Inclined Setback and encourage variation of design while
20 providing for increased spacing, light and air between buildings on large properties at the ground
21 level and similar volumetric light and air as provided by the Existing Inclined Setback; and

¹Additions to the text are shown in underline. Deletions are shown in ~~strikethrough~~.

22 **WHEREAS**, the Town Commission finds that offering a design option to owners in the H120
23 District to employ an average setback in lieu of the Existing Inclined Setback will encourage
24 variation; and

25 **WHEREAS**, the Town Commission finds that average setbacks must be coupled with an
26 increased ground floor setback to increase spacing between buildings on larger properties at the
27 ground level and ensure that volumetric light and air similar to what is provided by the Existing
28 Inclined Setback; and

29 **WHEREAS**, on September 14, 2021 at its regular monthly meeting, the Town Commission
30 directed staff to evaluate and prepare an ordinance providing for an average side setback option in
31 the H120 District, as further detailed in the discussion Commission Communication Memorandum
32 included with the agenda item; and

33 **WHEREAS**, the Planning and Zoning Board, as the local planning agency for the Town, held
34 its hearing on the proposed amendment on _____, 2021 with due public notice and input;
35 and

36 **WHEREAS**, the Town Commission held its first public hearing on _____, 2021 and
37 recommended approval of the proposed amendments to the Code of Ordinances having complied
38 with the notice requirements in the Florida Statutes; and

39 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
40 these regulations as required by law on _____, 2021 and further finds the proposed
41 changes to the Code are necessary and in the best interest of the community.

42
43 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
44 **TOWN OF SURFSIDE, FLORIDA¹:**

45
46 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
47 this reference:

48
49 **Section 2. Town Code Amended.** Section 90-47 – “Yards generally, allowable
50 projections” and Section 90-48 – “Modification of side and rear yard regulations” of the Surfside
51 Town Code of Ordinances are hereby amended and shall read as follows¹:

52 **Sec. 90-47. - Yards generally, allowable projections.**
53

¹ Additions to the text are shown in underline. Deletions to the text are shown in ~~striketrough~~.

54 * * *

55 90-47.6 In the H120 district, open unenclosed balconies may extend into a required
56 primary (front), secondary (corner), or rear setback not more than eight feet, and may extend
57 into a required interior side setback not more than five feet. In the H120 district, the following
58 projections are permitted:

59 (1) When setbacks provide a minimum interior side setback of 10 feet for the first 30 feet
60 in height, with the width of each required interior side yard increased by one foot for every
61 three feet of building height above 30 feet in the H120 district, open unenclosed balconies
62 may extend into a required primary (front), or secondary (corner), or rear setback not more
63 than eight feet, and may extend into a required interior side setback not more than five feet.
64 Open unenclosed balconies may extend from the rear of the building to a point 12 feet west
65 of the bulkhead line.

66 (2) When average setbacks provide a 25% average side setback in the H120 district, open
67 unenclosed balconies may extend into a required primary (front) setback not more than eight
68 feet. Open unenclosed balconies may extend from the rear of the building to a point 12 feet
69 west of the bulkhead line. Open unenclosed balconies may extend into a required secondary
70 (corner) or interior side setback as follows:

71 (a) 50% of balcony length on any floor can project no more than 50% of setback or 15
72 feet, whichever is less; and

73 (b) the remaining 50% of balcony length on any floor can project no more than 10 feet.
74

75 * * *

76 **Sec. 90-48. - Modification of side and rear yard regulations.**

77 * * *

78 90-48.5. In the H120 district, when a building exceeds a height of 30 feet, ~~the width of each~~
81 ~~side yard shall be increased by one foot for every three feet of building height above~~
82 ~~30 feet, provided however, on a corner lot the minimum width of the side yard~~
83 ~~adjoining a street need not exceed 20 feet. one of the following two options for~~
84 ~~enhanced side setbacks must be met:~~

86 (1) Average Side Setback. Except for legal nonconforming sides of buildings
87 deemed architecturally significant pursuant to Section 90-33(3), the required
88 side setback in the H120 district is 20% of the lot width or 10 feet minimum.
89 In addition, and in order to encourage variety and innovation in design,
90 buildings shall be subject to an average side setback of an additional 5%
91 applied to side setbacks (25% overall). The required average setback for each
92 side shall be calculated and applied to each side elevation overall, as follows:

93 a) Multiply the lot width by 5%;

94 b) Multiply the resulting figure by the height in feet from crown of road
95 to the top of the structural roof;
96 c) Multiply the resulting figure by the depth of the allowable building
97 on that side (lineal feet between front setback and bulkhead line) to
98 arrive at the aggregate volume of average setback;
99 d) The aggregate volume of average setback must be applied in any one
100 or multiple areas throughout the height and depth of the building
101 (further reducing the building envelope created by the 20% required
102 setbacks) to reduce the floor width (i.e. parallel to the lot width) and/or
103 depth (i.e. perpendicular to the lot width), at the discretion of the design
104 professional. Average setback may be applied at any point along a
105 floor, mixed and matched among floors, and/or joined with setbacks
106 taken from the opposite side elevation.

107
108 (2) Inclined Side Setback. In lieu of providing the above average side setback in
109 90-48.5(1), the property owner may, at its election, alternatively provide a
110 minimum interior side setback of 10 feet for the first 30 feet in height, with the
111 width of each required interior side yard increased by one foot for every three
112 feet of building height above 30 feet. For corner properties, a building shall
113 be set back a minimum of 20 feet from a side or secondary street for its entire
114 height.

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

118 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby
119 ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside
120 Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to
121 accomplish such intentions; and the word “Ordinance” may be changed to “Section” or other
122 appropriate word.

123
124 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
125 resolutions in conflict herewith are hereby repealed.

126
127 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

128
129 **PASSED and ADOPTED** on first reading this ___ day of October, 2021.

130
131 **PASSED and ADOPTED** on second reading this _____ day of _____, 2021.

132
133
134 On Final Reading Moved by: _____
135

136 On Final Reading Second by: _____

137

138 **First Reading:**

139 Motion by: _____

140 Second by: _____

141

142

143 **Second Reading:**

144 Motion by: _____

145 Second by: _____

146

147

148 **FINAL VOTE ON ADOPTION**

149 Commissioner Charles Kesl _____

150 Commissioner Eliana R. Salzhauer _____

151 Commissioner Nelly Velasquez _____

152 Vice Mayor Tina Paul _____

153

Mayor Charles W. Burkett _____

154

Charles W. Burkett

155

Mayor

156

157 **ATTEST:**

158

159

160 _____

161 Sandra N. McCready, MMC

162 Town Clerk

163

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

166

167

168 _____

169 Weiss Serota Helfman Cole & Bierman, P.L.

170 Town Attorney

171



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2021
Subject: Champlain Towers South Collapse Investigation – Destructive Testing

In the wake of the Champlain Towers South Collapse, the Town engaged with KCE Structural Engineers, P.C. under an emergency order approved by the Town Commission on June 25, 2021 to initially perform engineering analysis to support the search and rescue efforts at Champlain Towers South (CTS) and protect the public safety from a potential collapse of the remaining structure. Later additional tasks were added to review and perform limited structural inspections of the exposed and visible conditions at some requested buildings and an engineering analysis to determine the cause of the CTS collapse.

At the August 2021 Commission meeting, KCE Engineering discussed the steps of the investigation which were broken into two sections 1) modeling with non-invasive testing and 2) in-depth destructive testing. As the Town did not have access to the site at the time, the Town Commission authorized an expenditure of up to \$750,000 for step 1. As it appears the Town will be able to gain access to the CTS site soon and as approved by the CTS receiver and courts on the testing protocol, the next step to complete the investigation, Town Administration is requesting approval to expend up to an additional \$1,500,000 to perform the in-depth destructive testing.

Town Administration recommends approval of the attached resolution which authorizes the expenditure of funds for KCE Engineering to perform step 2 of the Champlain Towers South Collapse Investigation – Destructive Testing for an amount up to \$1,500,000.

Reviewed by: LA

Prepared by: JG

RESOLUTION NO. 2021 _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING AND AUTHORIZING EXPENDITURE OF FUNDS TO KCE STRUCTURAL ENGINEERS PC FOR TASK 2 ENGINEERING ANALYSIS TO DETERMINE THE CAUSE OF THE CHAMPLAIN TOWERS SOUTH (CTS) BUILDING COLLAPSE AND DESTRUCTIVE TESTING NOT TO EXCEED THE AMOUNT OF \$1,500,000.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the early morning hours of June 24, 2021, the residential condominium building Champlain Towers South Condominium located at 8777 Collins Avenue in the Town of Surfside (“Town”) experienced an unprecedented major structural collapse of a substantial portion of the building (“CTS Building Collapse”); and

WHEREAS, on June 24, 2021, the Governor of Florida issued Executive Order Number 21-148 declaring a State of Emergency in Miami-Dade County due to the CTS Building Collapse in order to assist in the response and recovery of the CTS Building Collapse and the development of mitigation plans necessary to address hazards posed by the CTS Building Collapse; and

WHEREAS, similarly, on June 24, 2021, the Mayor of Miami-Dade County (“County”) issued a Declaration of Local State of Emergency in connection with the CTS Building Collapse in order to assist in the search and rescue operation in the Town, with subsequent extensions and emergency orders issued; and

WHEREAS, on June 25, 2021, in Resolution No. 2021-2802, the Town Commission, in accordance with Article VIII, “Emergency Management Procedures,” of Chapter 2 of the Town Code of Ordinances and the Florida Emergency Management Act, declared a local state of

emergency due to the threats posed and response needed in connection with the CTS Building Collapse; and

WHEREAS, under the Declared State of Emergency pursuant to Resolution N0. 2021-2802, the Town engaged the world-renowned structural engineering firm, KCE Structural Engineers PC (“KCE Structural”), in the aftermath of the CTS Building Collapse to perform engineering support and analysis services to support the search and rescue efforts and protect the public health safety and welfare of remaining structures; and

WHEREAS, at the August 10, 2021 Commission meeting, the Town Commission approved the expenditure of \$750,000 to KCE Structural for Task 1 modeling services including with non-invasive testing; and

WHEREAS, the Town Administration is seeking authorization to expend an amount not to exceed \$1,500,000 for Task 2 engineering analysis to determine the cause of the Champlain Towers South (CTS) building collapse and destructive testing services, including sampling and testing of on-site and off-site materials (“Services”); and

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

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

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

Section 2. Approving and Authorizing Expenditure of Funds to KCE Structural.
The Town Commission approves and authorizes the expenditure of an amount not to exceed \$1,500,000.00 to KCE Structural for the Services.

Section 3. Implementation. The Town Manager and Town Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of October, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

Attest:

Sandra McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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



MEMORANDUM

ITEM NO. 5B

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2021
Subject: FY 2022 Budget Amendment Resolution No. 1

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2022 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2022 actual revenues and expenditures and recommends a change to the FY 2022 annual budget is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$1,500,00.00 from current year reserves for destructive testing needed to complete the Champlain Towers South collapse investigation step 2.

Reviewed by: AM

Prepared by JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2022 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 30, 2021, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2021- 2820 approving the budget for Fiscal Year 2022 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate \$1,500,000.00 from current year reserves for Task 2 destructive services in connection with the Champlain Towers South (CTS) Building Collapse investigation and destructive testing, primarily payable to KCE Structural Engineers, PC; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund, to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2022 budget by amending the General Fund as set forth in Attachment “A” attached hereto; and

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

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

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

Section 2. Approving Amended Budget; Budget Amendment No. 1. That the Town Commission approves the 2022 fiscal year budget amendment provided for in Attachment “A” attached hereto.

Section 3. Implementation. The Town Manager and/or his designee are directed to take any and all action necessary to accomplish this Budget amendment and the purposes of this Resolution.

Section 4. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED on this 12th day of October, 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 Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2021/2022
 BA No. 1
 Fund Nos. 001 General Fund

10/12/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
EXPENDITURES						
001-7900-590-99-10	Return to Reserves		\$2,646,627		\$1,500,000	\$1,146,627
001-6700-525-31-15	Professional Services - Engineering SVCS	Destructive testing needed to complete the CTS investigation.	\$ -	\$ 1,500,000		\$ 1,500,000
TOTAL	GENERAL FUND EXPENDITURES			\$ 1,500,000	\$ -	



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 9A
Date: August 30, 2021
From: Vice Mayor Tina Paul
Subject: Champlain Towers South Memorial Wall and Permanent Memorial

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 88th 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

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 mother's 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

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

Surfside Memorial Passageway concept

Jenn Garrett <jenngarrettart@gmail.com>

Wed 9/29/2021 4:38 PM

To: Mayor <mayor@townofsurfsidefl.gov>; Tina Paul <tpaul@townofsurfsidefl.gov>; Charles Kesl <ckesl@townofsurfsidefl.gov>; Eliana R. Salzhauer <esalzhauer@townofsurfsidefl.gov>; Nelly Velasquez <nvelasquez@townofsurfsidefl.gov>

 1 attachments (2 MB)

SurfsideMemorial_Garrett.pdf;

[**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.]

Dear Mayor and Commissioners,

Thank you for taking a moment to read this email. I recently read the New York Times article regarding the difficult situation of how to best honor the victims of the tragic condo collapse. I was moved by the heartbreaking stories coming from victim's families. As an artist, I would like to propose a memorial work of art to honor those victims. I am proposing a passageway, or gateway, sculpture. A work that victim's families and visitors can walk through and experience and connect with their loved one. I use the ocean wave form as I think most victims were intentional about living close to the sea. The beauty and peace of the water is calming- sometimes even thought of as a place of connection to loved ones we've lost. Victims names would be cut from the metal, giving visitors a chance to find their loved ones name above and sometimes even see the sun shining through their name to the path below. This work could be located just north of the site- at the 87th Terrace beach entrance. The work could be funded through the sale of the property and part of the redevelopment of the site or possibly located in the easements that provide public beach access, allowing for more visitors to think of the victims and how they loved their time at the beautiful ocean there.

Please note that the attached sketch is simply a conceptual sketch. I would like to have the opportunity to create a full proposal where I could detail the materials, structure, engineering requirements, finishes, costs and timeline for the project. I have been creating public art that represents diverse communities for over 15 years and I have all the qualifications and experience (and insurance) to develop, permit, fabricate and install this project safely on budget and on time. I am also a registered Woman-Owned (WBE) Certified Business enterprise (Florida) and I meet the minimum requirements for this project. I work closely with engineers to make sure that the sculptures I create can withstand the harsh Florida weather conditions and that the safety of the public is paramount. I would love to have the opportunity to discuss this solution with you and answer any questions that you might have. Please feel free to reach out to me via phone or email or I am happy to make the trip to south Florida from my studio in Gainesville to discuss the project. Thank you, again, for taking a moment to read this email and I wish you the best as you move forward during this difficult time.

Jenn Garrett

--

J. Garrett

www.jgarrettart.com

352-359-7826

Surfside Memorial Passageway



**Steel or Aluminum
Weather Resistant-finish
Appx 20 ft tall**

**Foundation and structural elements
to be specified by engineer**

**Names of each victim to be cut into
steel/aluminum
Page 208**

The Surfside Memorial Passageway is a monumental scale work of art to honor the victims of the tragic Champlain Tower collapse. The work references a wave form with the ocean symbolizing peace and beauty of the spiritual world despite the imperfect world we live in. Visitors can walk under and through the work, finding the names of loved ones and at some times of day seeing their names shine through the wave form above. I hope that families can feel a sense of connection to their loved ones while within the shelter of the wave, protected for a moment from the pain and suffering of this world.

Jenn Garrett

(352) 359-7826

jenngarrettart@gmail.com

www.jgarrettart.com

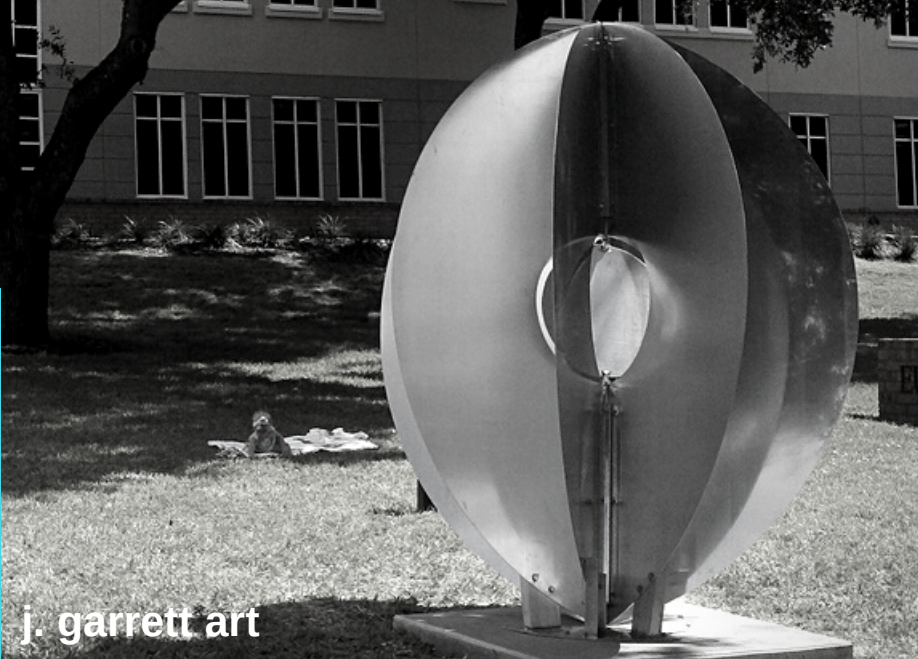
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

And then she executed the work on time and on budget even in the midst of other projects."

*-Terry Olson
Director, Orange County Arts
& Cultural Affairs*



Page 209



j. garrett art

Certified Woman-owned
Florida Business enterprise

jgarrett

RECENT COMMISIONS

2018 *Learn to See*

Cade Museum for Creativity and
Invention- Gainesville, FL

2017 *Aviary*

Orange County Govt Young Pine
Park, Orlando, FL

2015 *Alachua Branch*

Alachua County Property Appraiser

2013 *Solar Tent*

Solar Impact, Gainesville, FL

2012 *Nest Egg*

Stetson University Deland, Florida

2012 *River & Light*

Lower Mississippi River Museum
(US Army Corps of Engineers)
Vicksburg, MS

2012 *Into The Smoke*

City of Gainesville- Sculpture for
Fire Station 1

EXHIBITIONS

Augusta Sculpture Trail- Augusta, GA
1/2021-1/2023

Art in Context- Ireland National
Botanic Gardens-Dublin, Ireland (7/16-
11/16)

ArtSpot Inaugural Outdoor Exhibition-
Johns Creek, GA (12/15-3/17)

New Forms From the Southeast-
Mercer University, Macon, GA (3/2015-
9/2015)

Casting Justice- City wide solo
exhibition/installation of 10 works
addressing
human trafficking- Gainesville,
FL (1/2014-4/2014), Tampa, FL (Jan-
April 2015), Miami (May 2015)

Currents- Harn Museum of Art,
Gainesville, FL (4/2013-4/2014)

Art on the Avenue, Boynton Beach, FL
(10/2013-10/2014)

Midsouth Sculpture Alliance
Professional Outdoor Exhibition,
Chattanooga
TN (3/2012-10/2013)

Art on the Beltline, Atlanta, GA
(8/2011- 11/2011)

Museum of Florida Art Sculpture Walk,
Deland, FL (10/2011-10/2012)

National Outdoor Sculpture
Competition & Exhibition, North
Charleston
(4/2011-3/2012)

Haile Village Center, Gainesville, FL-
Solo Exhibition (2011)

2010 Centennial Celebration Juried
Outdoor Sculpture Exhibition,
University of Southern Mississippi
(3/2010- 3/2011)

Art in Public Places Juried Exhibition,
Knoxville, TN (4/2009- 11/2009)

The Hub Project, Community Design
Center, Gainesville, FL (2004)

Natural Instincts- Solo Exhibition,
Thomas Gallery, Athens, GA (2000)

Group Exhibit - SMC Corporation,
Lawrenceville, GA (2000)

Georgia Sculptors Society Annual
Exhibition, Athens, GA (2000)

Lyndon House Juried Exhibition, Athens,
GA (1998)

Lavori In Corso (group exhibit), Palazzo
Vagnotti, Cortona, Italy (1997)

education

University of Florida
MA Interior Design 2004
University of Georgia
BFA Sculpture, 2000

Inspired by the people and history of places, I create art at an architectural scale that becomes part of the cultural fabric of that community.



References

Terry Olsen

Orange County Director Arts and Cultural Affairs

Office: 450 E. South Street

Orlando, FL 32801

Mailing: PO Box 1393

Orlando, FL 32802

(407) 836-5540

Terry.Olson@ocfl.net

Russell Ettling-Cultural Affairs Programs Coordinator, City of Gainesville

Parks, Recreation & Cultural Affairs

PO Box 490 - Station 30

Gainesville, FL 32627 - 0490

352-393-8532 Ofc.

352-316-4628 Cell.

etlingrh@cityofgainesville.org

Colleen Keene, CFE, ASA

Assistant Property Appraiser

Alachua County Property Appraiser's Office

515 N Main Street, Suite 200

Gainesville, FL 32601

(352) 338-3264

ckeene@acpafl.org



Learn To See

(Gestalt Sculpture 2017)
Aluminum
36"x36"x72"H
Series of 21
\$100,000+

The series "Learn to See" utilizes gestalt imagery of the primary donors to the museum (in the classic face/vase configuration) in lieu of the typical donor wall. The series of 21 sculptures are located on LED lit pedestals outside the museum, set on a path created by a Fibonacci spiral. Each face naturally embodies the fibonacci spiral, as well as the golden mean derived from it. When visitors view the sculptures, there is a "eureka" moment where they see the face for the first time. This moment symbolizes the experience of the inventor- seeing the same data that everyone else sees, but the inventor seeing something new in that data that no one has ever recognized before. That "eureka" moment also applies to the experience of someone learning something new. There is a beautiful moment when you can see the student's eyes light up and you can tell that they are seeing something new to them for the first time. The Cade museum is built to inspire those moments through their work with artists and scientists, dedicated to discovering a sharing new ideas, new ways of seeing. The sculpture series has become a symbol of the museum and their mission and a teaching tool for explaining the beauty of invention. It also engages visitors at night through custom controlled led lighting of every color.



Invasive

**Steel, Aluminum
(2017)**

12ftW x 12ftD x 12ftH

Base=3'Wx3'D

400 lbs total

(200 lbs each) + weight steel

plate base

\$25,000

An homage to my family members and others who have endured cancer, Invasive is simultaneously beautiful and somewhat strange. On first glance it may seem that this is a sculpture about takes the form of flowers, but upon further review you may recognize the forms as breasts. The work refers to the experiences of my sister and mother who both, after a breast cancer diagnosis, were faced with the terrible decision of how to treat the cancer. The cell pattern of the petal forms reflects the challenge of fighting something so tiny that every cell counts.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Charles Kesl
Subject: Ending Option to Contribute to Parking Fund in lieu of having Required Parking in Building Plans

Objective: New construction proposals should include the parking required, because without it, public parking takes on the burden.

Consideration: The ordinance creating the option of a Parking Fund and managing its funds currently allows new permit applicants to pay into the fund in lieu of having the required number of parking spots to support the operation of the new construction proposed.

In the future we may have alternatives to cars needing parking, but today we do not. When a building does not have parking for its users and operations, the impact hits public parking, whether private and public parking lots or public streets. This in turn impacts local businesses because their customers and employees may need to access to parking nearby. Town streets including in the Residential area are impacted by increased demand, too.

The Parking Fund ordinance manages and regulates the monies collected to date.

The fund ordinance is independent of the Code and Zoning review and discussion taking place. Closing it to new applicants can be done now, and the change can be integrated into the Code and Zoning in Progress accordingly.

Recommendation: Amend Parking Fund ordinance to end now the buy-in option for new permit applicants and new construction.

Management and regulation of monies collected to date should focus on identifying and implementing sustainable, resilient and "green" solutions to traffic problems, congestion, and safety issues. The Town needs solutions that do not encourage more traffic to, from and through Town, and the fund can be used in conjunction with local, state and national planning organizations to achieve real, regional solutions. The fund's monies can be used as matching funds towards these larger goals, the greater good and our future. Amend parking fund ordinance as applicable.

Work with privately held garages to offer parking spots during times their parking may be underutilized while there is high demand elsewhere. Offer public shuttles and convenient, safe walking routes to connect demand with supply, as needed.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: September 19, 2020

Prepared by: Mayor

Subject: Demolition by neglect

Objective: Introduce a new ordinance to prevent property owners from allowing their properties to deteriorate.

Consideration: Commission to discuss

Recommendation: Adoption

TO: Land Use and Sustainability Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 6, 2020

TITLE: **DISCUSSION: ESTABLISHMENT OF PENALTIES FOR PROPERTY OWNERS ENGAGING IN DEMOLITION BY NEGLECT**

ACTION REQUESTED:

Conclude the item and recommend that the City Commission adopt the attached ordinance.

ADMINISTRATION RECOMMENDATION:

Discuss the item and recommend that the City Commission adopt the attached ordinance.

HISTORY:

On July 17, 2019, at the request of Commissioner Ricky Arriola, the City Commission referred the discussion item to the Land Use and Development Committee (Item C4 O). The item was discussed at the September 18, 2019 LUDC meeting, and continued to the October 30, 2019 meeting with the following direction:

1. The administration and City Attorney's office will research and provide recommendations regarding a process for imposing proportional fines, development and use reductions, and building registrations.
2. The administration will bring a discussion item to the October 8, 2019 meeting of the Historic Preservation Board for recommendations on posting unsafe structures on the city's website.

On October 30, 2019, the item was discussed and continued to the December 2, 2019 LUDC, with the following direction:

1. The administration and the City Attorney will further evaluate the recommendations noted in the LUDC memo regarding proportional fines and building registry, as well as creating a process for as-built drawings of contributing structures.
2. Recommend that the City Commission refer the proposed amendment to chapter 118, article X, pertaining to a presumption clause, to the Planning Board.
3. The addresses of properties that have both an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official will be posted on the City website. This list shall be posted within the Building Department webpage, and the Planning Department webpage shall contain a direct link.

The December 2, 2019 LUDC meeting was cancelled, and the item was moved to the January 21, 2020 agenda of the newly created Land Use and Sustainability Committee. On January 21, 2020 the item was continued to the February 18, 2020 LUSC meeting. On February 18, 2020 the item was continued to March 17, 2020. The March 17, 2020 was cancelled and the item was moved to the May 6, 2020 LUSC agenda.

ANALYSIS:

PLANNING AND LEGAL ANALYSIS

On October 8, 2019, the Historic Preservation Board discussed the matter and recommended that the City begin the process of posting the addresses of properties that have an active unsafe structures violation and have been referred to the Miami-Dade County Unsafe Structures Board by the Building Official on the City website. The Board also recommended that this information be available on either the Building Department or Planning Department page.

As indicated on October 30, 2019, planning staff and the City Attorney's office have researched and discussed other options to address demolition by neglect in historic districts. The following is an update and summary of these efforts:

1. Fines. The way properties are currently fined is general and not specific to the size of the building. The administration and the City Attorney's office have researched the concept of proportional fines and it appears that it is not pre-empted under State law. The administration and the City Attorney are exploring potential amendments that would result in more proportional fines for larger buildings.
2. Building Registry. The Building Department is researching and evaluating a method to establish a building registry process.

UPDATE

The ordinance pertaining to the presumption clause, as previously recommended by the Land Use and Development Committee, is pending before the City Commission and scheduled to be adopted on May 13, 2020. Additionally, a list of unsafe buildings has been posted on the City website, with a direct link from the planning department webpage.

About as-built drawings, as indicated previously, there are a couple of different options; each, however, has a budget impact and would need to be part of a budget enhancement for FY 2021. These include hiring an architectural firm or local University to do built drawings based upon available archival plans and a field assessment. Another potential option would be laser scanning and point cloud files that are then rendered. In those instances where a contributing building is proposed to be replaced or substantially modified, the Architect of record already puts together a detailed set of as-built drawings. Given the current limited need for such drawings on an emergency basis, as well as the potential cost of computer software required, the administration recommends that such a process not move forward at this time.

The administration has reviewed a model building registry ordinance from the City of Riviera Beach, as well as an updated list of abandoned commercial properties, which is color coded based on priority. Also included in the list of properties is the number of stories and the square footage to assist with determining appropriate, proportional fees. The attached draft ordinance, which amends chapter 58 of the City Code, and creates a building registry process specific to Miami Beach. The following is a summary of the key points of the proposed ordinance:

- Terms specific to the proposed Abandoned and Vacant Properties Registry have been defined.
- Division 4 has been created within chapter 58, establishing an Abandoned and Vacant Properties Registry.
- Applicability: All properties within a locally designated historic district are subject to the Abandoned and Vacant Properties Registry. A property must register within 15 days of becoming abandoned or vacant.
- Detailed registration requirements have been developed. This includes a nonrefundable annual registration fee in the amount of two hundred dollars (\$200) per property, as well as a nonrefundable annual fee of thirty cents (\$0.30) per square foot shall be paid for any building or structure that exceed three (3) stories. This tiered approach to assessing fees will have a greater impact on larger structures, which are typically more vulnerable to demolition by neglect.
- A responsibility for compliance section is established, requiring that is the responsibility of the owner to maintain the property in accordance with the provisions in this article.

The administration believes that the proposal herein will create a fair and transparent process for tracking at risk properties within the City's local historic district. Additionally, it will allow for the City to proactively monitor the conditions of the structures, and better enforce the demolition by neglect section of the City Code.

The one section of the legislation that still needs to be worked out is the administering City department for the registry. The administration is discussing this internally, and it is anticipated that this piece of the legislation will be ready for first reading.

Applicable Area

Citywide

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

Yes

Does this item utilize G.O. Bond Funds?

No

Departments

Planning

ATTACHMENTS:

Description	Type
□ Draft ORD - Building Registry	Memo



u o
u # U

April 13

u = # # = 7
o 70

) o
h U
o = #

\ k #

#

k

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
Miami Beach	\$125,000.00		\$125,000.00	87,779	\$1.42
Miami Shores	\$14,537.47	\$4,281.22	\$18,818.68	10,493	\$1.79
Miami Springs	\$20,219.92	\$6,608.88	\$26,828.80	13,809	\$1.94
Bay Harbour Islands	\$9,069.34	\$2,350.66	\$11,419.99	5,628	\$2.03
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
North Miami	\$201,967.30	\$84,401.72	\$286,369.02	58,786	\$4.87
Hialeah Gardens	\$81,181.59	\$41,967.99	\$123,149.58	21,744	\$5.66
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
North Bay Village	\$38,400.99	\$23,427.87	\$61,828.86	7,137	\$8.66
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
Sunny Isles Beach	\$165,204.44	\$76,985.89	\$242,190.33	20,832	\$11.63
North Miami Beach	\$327,613.52	\$159,955.75	\$487,569.28	41,523	\$11.74
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
Surfside	\$50,000.00	\$50,000.00	\$100,000.00	5,477	\$18.26
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,

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,

Page 223

he's given [\\$100,000](#) to fund homeless relief

- 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:



Recent Posts

Page 224 Surfside's Mayor is VERY generous with Surfside residents' money.

January 16, 2020

UPDATE 1/24/20:

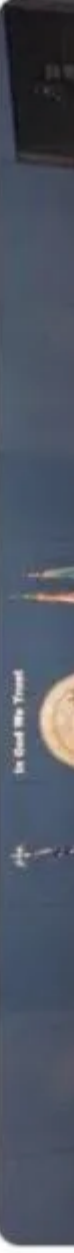
All the while, taking the credit for the good deed personally!



The Homeless Trust
@HomelessMiami

Follow

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

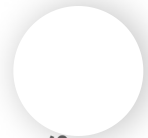
Above is Surfside's Mayor getting credit personally for donating Surfside taxpayer's money, but that's not all.

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

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:



Recent Posts

Following the Covid-19 Science, Reveals Some Hope...

Oct 29, 2020





U - U \ k ° V) y U ·

@-U V \ ° ° 9E

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



u o
u # U
April 13

u = # # = 7
o 70
) @#yoo@V@-U U-U\k° V) yU

Agenda #: 9F
Date: May 5, 2020
From: Vice Mayor Tina Paul
Subject: Climate Environmental Collective - revised

Objective – Establish a Climate Environmental Collective to deal with climate change as it relates to health, economics, new technologies, and infrastructure innovations for coastal Issues and develop communication campaigns that keep the public informed and promote a strong and healthy town.

Consideration – At the April 14, 2020 Special Town Commission meeting, a decision to abolish the Sustainability and Resiliency Committee was made by the Commission with the decision to include a Sustainability and Resiliency board member on all Town Boards and Committees. While this approach is progressive, the concern of many residents for issues facing a coastal community as a result of Climate Change remains a priority.

The question is, do we want to be progressive or become more radical in our approach?

We've witnessed the triumph of environmental activist Greta Thunberg, who has gained international recognition as a teenager promoting awareness of the reality that humanity is facing an existential crisis arising from climate change. Instead of forming a Task Force or Board or Committee, the Climate Environmental Collective will consist of individuals who work together on ideas and solutions without relying on internal hierarchies.

We can benefit from persons with experience that may include: an Environmental Engineer or Specialist, Water Researcher, Health Practitioner, Marine or Atmospheric Scientist, Oceanographer, Biologist, Economist, Information Technology or Coder, and Graphic Artist. Membership will be diverse and inclusive of residents with all levels of expertise or enthusiasm for Surfside's environment.

The Town Manager recently hired a Resiliency Officer who has been working on specific projects from the previous commission. The new Sustainability members on Town Boards and Committees will work on issues with each Board and Committee; the Climate Environmental Collective can compliment their work. Environmental issues need to be approached as a whole, to assure genuine consideration of climate change, sea-level rise, carbon footprint, renewable energy and green infrastructure strategies with an additional focus on public health. The Collective's meetings do not need paid Consultant experts, or to be televised, and only require a meeting place and minimum staff assistance. It is essential for this Collective to be recognized as an integral part of the Town.

Recommendation – Approve the Climate Environmental Collective because Climate Change and Sea Level Rise is today and if we wait, it will be too late. We are living through Covid-19 now and as a Zoonotic disease it is a direct result of Climate Change and deforestation. The actions needed to combat this pandemic are the same actions we need to confront Climate change. This issue has never been more important, adding a Collective to present ideas and solutions at a minimal cost can actually be invaluable.

LOGO - *Climate Enviromental Collective*





u o
u # U
April 13

u = # # = 7
o 70

Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Amending Town Code Sec. 2-233 & 2-237

Objective: The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

Consideration: Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background***

Sec. 2-233. - Conflict of interest.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN

Sec. 2-237. - Disclosure of business relationships.

https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE

Recommendations:

1) To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit **(or non-profit)** business relationship and any interest in real property which the employees and officers hold with any other employee or officer;



u o
u # U

April 13, 2021

u = # # = 7
o 70

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)



April 13, 2021

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.



u o
u # U

April 13, 2021

u = # # = 7
o 70

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



u o
u # U

April 13, 2021

u = # # = 7
o 70

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



u o
u # U
April 13, 2021

u = # # = 7
o 70

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. 9H

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.

k

'k8'

h

'uU'

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.

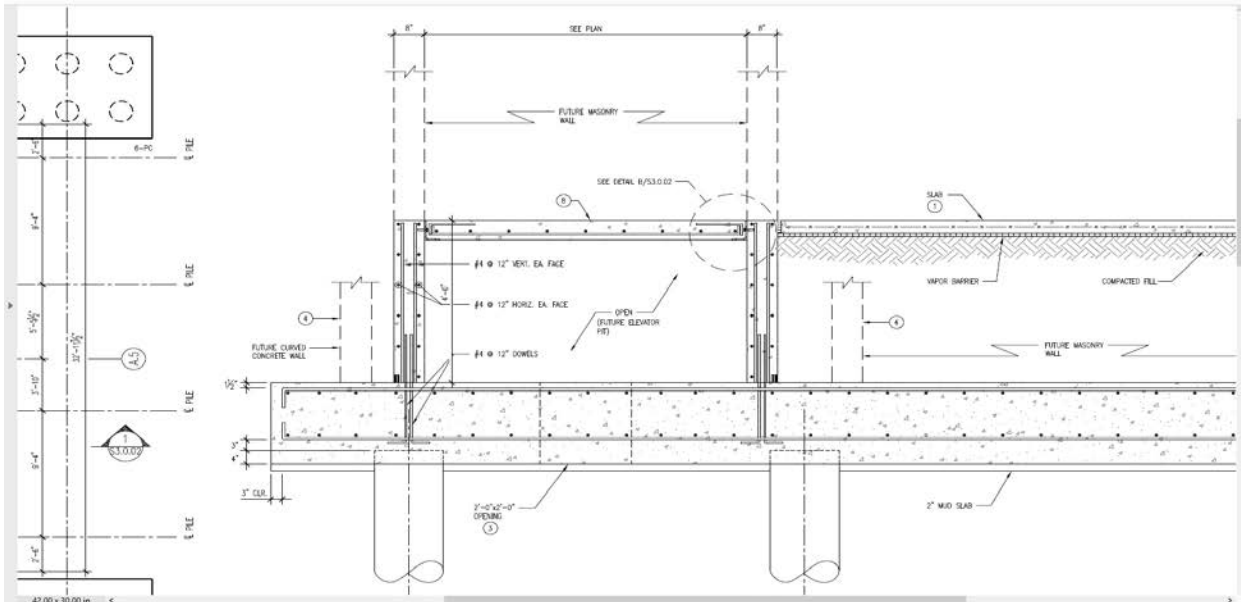


91

U - U \ k ° V) yU ·

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3rd Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



u o
u # U
April 13

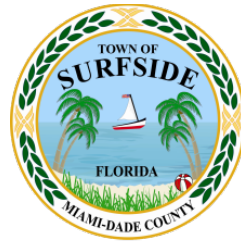
u = # # = 7
o 70

Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

Objective: To ensure the proper spending of all Tourist funds by the tourist board.

Consideration: tourist board ordinance

Recommendation: Amend current Tourist Board Ordinance



u o
u # U

April 13

u = # # = 7
o 70

) o
h U
o O) # †

\ u #

)

k "u")

From: [Mayor](#)
To: [Lillian M. Arango](#)
Cc: [Sandra McCready](#)
Bcc: [novacklaw](#); [Mel Schlessner](#)
Subject: Charter Amendment correction
Date: Monday, July 13, 2020 4:26:00 PM
Attachments: [Charter Amendment voted in wrong election.pdf](#)
[image001.png](#)

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.



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



TOWN
OF
SURFSIDE

GAZETTE

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 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:¹

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

¹ 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 (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; 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.

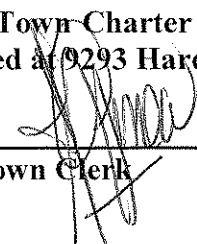
Section 5. Providing for Inclusion in the Town Charter: It is the intention of the Mayor and Town Commission and its is hereby resolved that the provisions of this Resolution shall become and made a part of the Charter of the Town of Surfside, Florida, as to each charter amendment measure approved by 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.

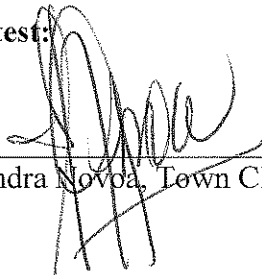
FINAL VOTE ON ADOPTION

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 8th day of September, 2015.

PASSED and **ADOPTED** on second reading this 8th 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](#)

Mayor:

Also, attached is Jean's opinion.

Linda

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

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 4¹ 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.

¹ 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 ballot²--this amendment was for the sole purpose of “defining and clarifying³” 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 Legislature⁴ as expressed in the law’s plain language. *See Starr Tyme, Inc. v. Cohen*, 659 So.2d 1064

² Surfside Resolution No. 2012-2096 called the subject 2012 Election.

³ 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...”

⁴ 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)⁵. However, a law’s plain and ordinary meaning will not control if it leads to an unreasonable result⁶ 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 one⁷ (*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 effect⁸.

B. Legal Analysis.

We begin the analysis with Charter Section 4’s language: “regularly scheduled election of the Town of Surfside”⁹. On its face, the Charter requires that the election be a “Town of

⁵ *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.

⁶ 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...”

⁷ *State v. Bodden*, 877 So.2d 680, 685: (“[T]he legislature is presumed to know the meaning of words and the rules of grammar[.]”)

⁸ 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.

⁹ 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” election¹⁰, 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*. ”¹¹

and obvious meaning to words used in statute, it should not interpret statute so as to produce unreasonable or absurd result).

¹⁰ 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).

¹¹ 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 5¹² 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 meaning¹³.

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 voters¹⁴. Therefore, as a matter of law, Charter section 4 prevails over Charter sections 97 and

¹² Due to County Charter revisions, the correct citation is Article 6, section 6.03 of the Miami-Dade County Charter.

¹³ “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)).

¹⁴ 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 Election¹⁵. 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.¹⁶⁻¹⁷.

¹⁵ 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.

¹⁶ Nowhere else in the Town Charter is there a provision restricting placement of a particular Charter amendment to a specific ballot.

¹⁷ 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.

Arte

Sep 14, 2021 3:25:44 PM EDT
File Edit Commands Help
SUPERION NavLine

Permit Inquiry

Property Information	
PARCEL NUMBER:	3 -4 -0 -0 /1A /NB2A
Property address:	8955 GB COLLINS AVE

Permit Information	
Application, structure number:	16 00000602 000 000
Permit number:	NEFO 00
Application type:	NEW BUILDINGS-COMMERCIAL
Permit type:	NEW FOUNDATION
Permit status, date:	PERMIT PRINTED 3/24/17
Issue date by:	3/24/17 SURFRXJ
Expiration date:	9/20/17
Reissue date by:	3/24/17 SURFRXJ
Permit value:	5850000
Permit square footage:	0
Property owner:	SC 8955 LLC
Contractor:	AMERICARIBE MORIARTY
Additional permit description:	FOUNDATION @8955&8926 COLLINS
Phone interface number:	356717
Permit pin number:	356717
Last maintained by:	SURFRXJ 3/24/17 16:39:07

✓ OK
✕ Exit
← Cancel
Land inquiry
Sub-contractors
Permit fees
Required inspec...

Chateau

Sep 14, 2021 3:56:14 PM EDT
File Edit Commands Help
SUPERION
NavLine

Permit Inquiry

Property Information	
PARCEL NUMBER:	9 -10 - - /2 /ADM5
Property address:	9365 GB COLLINS AVE

Permit Information	
Application, structure number:	14 00000132 000 000
Permit number:	NEFO 00
Application type:	NEW BUILDINGS-MULTI-FAMILY
Permit type:	NEW FOUNDATION
Permit status, date:	PERMIT PRINTED 6/18/14
Issue date by:	6/18/14 SURFRXJ
Expiration date:	12/15/14
Reissue date by:	6/18/14 SURFRXJ
Permit value:	51500000
Permit square footage:	0
Property owner:	CHATEAU OCEAN LLC
Contractor:	COASTAL CONSTRUCTION OF S FLORI
Additional permit description:	FOUNDATION
Phone interface number:	290932
Permit pin number:	290932
Last maintained by:	SURFRXJ 6/18/14 12:15:00

✓ OK
✕ Exit
◀ Cancel
Land inquiry
Sub-contractors
Permit fees
Required inspec...

Grand Beach

Sep 14, 2021 3:54:58 PM EDT
File Edit Commands Help
SUPERION
NavLine

Permit Inquiry

Property Information	
PARCEL NUMBER:	4 -5 -6 -7 /1 /ADM6
Property address:	9449 GB COLLINS AVE

Permit Information	
Application, structure number:	12 00000144 000 000
Permit number:	NCBA 00
Application type:	NEW BUILDINGS-COMMERCIAL
Permit type:	NEW COMMERCIAL BLDG/ADDT, ETC
Permit status, date:	PERMIT PRINTED 11/30/11
Issue date by:	11/30/11 SURFDXM
Expiration date:	4/15/14
Reissue date by:	
Permit value:	53618000
Permit square footage:	0
Property owner:	BEACH HOUSE PROPERTY LLC.
Contractor:	MACROS CONSTRUCTION AND SERVIC
Additional permit description:	FOUNDATION PERMIT
Phone interface number:	266445
Permit pin number:	266445
Last maintained by:	SURFRXJ 10/21/13 15:53:27

✓ OK
✕ Exit
< Cancel
Land inquiry
Sub-contractors
Permit fees
Required inspec...

Surf club / FOUR SEASONS

Sep 14, 2021 3:17:34 PM EDT
File Edit Commands Help
SUPERION
NavLine

Permit Inquiry

Property Information	
PARCEL NUMBER:	1-9-ALL-0 -0 /1 /ADM4
Property address:	9011 GB COLLINS AVE

Permit Information	
Application, structure number:	13 00000727 000 000
Permit number:	NCBA 00
Application type:	NEW BUILDINGS-COMMERCIAL
Permit type:	NEW COMMERCIAL BLDG/ADDT, ETC
Permit status, date:	PERMIT PRINTED 6/27/14
Issue date by:	6/27/14 SURFRXJ
Expiration date:	2/10/20
Reissue date by:	6/27/14 SURFSKM
Permit value:	109875600
Permit square footage:	0
Property owner:	SURF CLUB
Contractor:	COASTAL CONSRUCTION OF S FLORI
Additional permit description:	BUILDING 1,2,3,4
Phone interface number:	289140
Permit pin number:	289140
Last maintained by:	SURFMXR 8/14/19 16:34:55

✓ OK
✕ Exit
← Cancel
Land inquiry
Sub-contractors
Permit fees
Required inspec...

Sec. 14-32. - Construction schedule and notice.

- (1) The performance of construction activity which requires a building permit within the town shall only be allowed from 8:00 a.m. until 6:00 p.m. Monday through Friday, and is not allowed on Saturday, Sunday, and on federal holidays. Construction activity under this section does not include infrastructure and utilities, roadways, other public right-of-way construction activities, repair and maintenance activities inside dwelling units, and painting with manual tools.
- (2) *Construction activities outside regular hours:* Construction activity which requires a building permit outside of the hours as stated in this section requires town manager or town manager designee approval. Emergency repairs which require a building permit are allowed as necessary, and must be approved after the fact by the town manager or designee.
- (3) *Notice:* For construction activities on projects over 10,000 square feet or valued at over \$1,000,000. or for permitted construction activity outside of the hours pursuant to subsection (2) of this section, written courtesy notices shall be sent by first class mail, by the building permit applicant, ten days prior to construction to all property owners within a radius of 300 feet of the construction site stating the date of commencement and planned conclusion of the construction activity.
- (4) Activities under this section must comply with noise regulations as stated in Chapter 54, Division 2 Noise, sections 54-76 to 54-79 of the Town Code.
- (5) Violations of any provisions of this section shall be enforced as provided by section 1-8 of the Town Code.

(Ord. No. 1651, § 2, 9-13-16)



u o
u # U

April 13

u = # # = 7
o 70

) o
h U
o # o o

\ u

)

k "u")



u o
u # U

April 13

u = # # = 7
o 70

)
h U
o O h k

\ u Onk u

7

k u Onk u



u o
u # U
April 13, 1

u = # # = 7
o 70

Date: December 8, 2020
Prepared by: Mayor
Subject: Cancel Culture in Surfside

Objective: Reaffirm Surfside’s commitment to open and transparent government

Consideration: That Surfside’s elected official promote and encourage more speech and transparency, and stand against those who would silence opposing views.

Recommendation: Surfside Commission resolves to condemn Cancel Culture and those who promote it.

4 THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 | MB MiamiHerald.com/Neighbors

SURFSIDE

Officials fed up with 'Mayor's View'

■ Surfside's mayor Charles Burkett and town commissioners squabble over the mayor's criticisms in the town's newsletter.

BY ANGEL L. DOVAL
adoval@MiamiHerald.com

Surfside Mayor Charles Burkett will no longer get to publish his monthly column in the town newsletter after several commissioners criticized the column as overly political.

At a Feb. 10 meeting, the attempt to create guidelines for the Surfside Town Gazette — and eliminate Burkett's "Mayor's View" column — sparked fireworks.

After a heated argument pitting Burkett against Commissioner Steven Levine, the commission voted 4-1 to eliminate the column from the newsletter among other changes to the town publica-

tion. Burkett was the dissenting vote.

Levine said the mayor was "politicizing the Gazette" and called him "an assassinator" for his strong opinions and sharp chastisements of commissioners in print. At one point, Levine pounded his left fist on the dais.

In February's newsletter, Burkett wrote that he asked the commission to think carefully about calls to eliminate his or any elected official's ability to reach out to residents through the Gazette.

"I know I'm not the most popular person with my friends on the Commission right now . . . but I also know that silencing any voice on this commission would probably not be a great idea for any elected official to undertake," he wrote.

Levine and Commissioner Elizabeth Calderon also



BURKETT



LEVINE

objected to the price of the newsletter. It costs \$3,013 per month to publish 3,800 copies with an average of 12 pages per issue.

In an interview, Burkett told The Miami Herald that "this is not about policy, not about money. It's about the commission," he said.

Burkett and commissioners have clashed publicly over the town's proposed community center.

"They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meet-

'They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meetings.'

— CHARLES BURKETT, mayor of Surfside

ings," Burkett said.

The debate began when commissioners Levine and Calderon opened discussion on Gazette policies and guidelines. "These views just don't belong in the newsletter," Levine said at the meeting. "You are making the commissioners and the town look bad in the eyes of the residents and our visitors."

Burkett responded by saying that he has the right to write what he wants and that the commissioners have always been allowed to have their say in the newsletter.

Calderon suggested trimming the Gazette. "We can

save some money if we reduce the size of the newsletter by two pages," she said.

Levine responded: "The mayor is using up two pages so we can eliminate those."

He also told the mayor that his column could continue — online. "And you know what? It's free."

Burkett isn't happy about being relegated to the town website.

"And all the talk about using the website is garbage," he said. "The newsletter is already on the Web. And when they describe what I write as 'political,' well everything we do is political."

Site: www.dying2live.com.

Greetings from Canada:

You seem to have hit a nerve, by your courage to open the eyes of concerned Christians worldwide, and have brought the truth about what really is going on, in the Holy Land.

We will study your site thoroughly, and please don't let WND or Debka File discourage you, they are just Jewish propaganda media, who thrive on their own egos and arrogance, and promote hate news at the expense of God fearing freedom loving human beings.

There are 13 million Jews in the world, who threaten 6 billion humans' lives, with a nuclear holocaust, in order to expand their territory and dominate the middle east +.

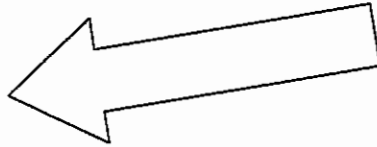
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [740 BC], FOR THE FIRST TIME. If God wanted the Jews to rule over Israel , our Holy Scriptures would say so, but Bible says the opposite and many American Politicians and Religious leaders have been hoodwinked.

I hope you continue your campaign for JUSTICE, and if I can help, let me know.

A. Deacon

Beautiful. God Bless You.

Peter A. Sahwell



Site: www.bmjournals.com

Peter A. Sahwell post on the General Medical Journal website:

Peter A. Sahwell,
consultant
private business
33154

Send response to
journal:
Re: It's Hard to Argue
with Facts

Whatever one thinks of Israel or Palestine, and forget about the rest of the Arab World, which is a human rights disaster and also has nothing to do with the propositions Dr. Summerfield puts forth, there can be no doubt that the Israeli military has deliberately savaged Palestinian society. Two years ago when the Israelis reoccupied most of the West Bank, there were innumerable reports of IDF personnel breaking into the offices of all manner of human services and cultural agencies and destroying written records, computer hard drives, and anything else that a people uses to record its own existence. Just two weeks ago, an IDF officer emptied his revolver into the lifeless body of a school girl, some 23 shots in all. And that's not an isolated incident. Women give birth in agony at checkpoints while IDF soldiers sit around doing nothing. Now there may be perfectly good hearted and progressive Israeli doctors and other citizens of that country who treat Palestinians humanely, but the structural injustice and inhumanity of the Israeli government and military toward the Palestian people, which started with European jews driving 700,000 Palestinians from their homes and literally razing some 420 of their villages in 1947-48, continues to this day. The documentation is endless and nauseating. There will be no peace until justice is done.

Competing interests: None declared

Published: Tuesday, April 23, 2002 - Miami Herald
Section: Editorial
Page: 6B
ISRAEL CREATED THROUGH TERRORISM

Memo: IN RESPONSE

As a Palestinian American and a Christian, I was doubly offended by Joyce Starr's April 11 column, Stop pogrom against Israel.

My grandfather was buried alive in Jerusalem's King David Hotel in 1946 when the Irgun Tzevai Leumi blew up the building in one of many acts of Zionist terrorism.

Few people realize the terror that accompanied the theft of Palestinian land that was the basis of the creation of the state of Israel. The massacre of Palestinian villagers in Deir Yassin and the hanged bodies of two British soldiers booby-trapped with hand grenades are two other notable atrocities. Palestinians were terrorized out of their homes, and half of all the Palestinian villages were quickly bulldozed out of existence, some 480 in all.

As a Christian, I recoil at the desecration of the Church of the Nativity by Israeli soldiers and am saddened by the Christian fundamentalists who yearn for Jews to crowd into Israel in fulfillment of their skewed reading of Scripture.

It should be the task of Christians worldwide to speak out against the insane violence being perpetrated by Israeli Prime Minister Ariel Sharon.

This is a man who was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps, and who is currently under indictment in Belgium for crimes against humanity.

PETER SAHWELL
Surfside

Responses to Sahwell's letter:

Posted on Thu, Apr. 25, 2002

Not culpable

Peter Sahwell's April 23 letter states that Ariel Sharon "was condemned even by his own government as responsible for the slaughter of Palestinian women and children in the Sabra and Shatila refugee camps."

This isn't the case. Both the Israeli investigation and a New York court found that Lebanese Christian forces, not Sharon, perpetrated the massacre.

The Kahan Commission did reprimand him for not stopping the massacre once word leaked out. However, no evidence ever was produced that Sharon knew in advance that Christian militants were going to kill Muslim civilians as well as Muslim terrorists known to be in the camps.

As Menachem Begin said at the time: "Christians kill Muslims, and everyone blames the Jews."

DAVID HOSTYK

Hollywood

Posted on Fri, Apr. 26, 2002

British role in Mideast tragedies

IN RESPONSE

In his April 23 letter, *Israel created through terrorism*, Peter Sahwell wrote of the bombing of the King David Hotel as an example of "Zionist terrorism."

It is interesting to note that in the 1940s the King David Hotel was the British military headquarters, not a civilian target.

It is fascinating to note that the "Jewish terrorists" were called to the King David before the explosion so that everyone could evacuate the building.

Unfortunately, the British responded by barring the doors and refusing to let people leave because they were indignant that a Jew should dictate to his majesty's government.

Sahwell's anger might be better directed toward the British, not only for the death of his grandfather but for their treatment of the Arabs, particularly in Jenin. Following the assassination of a British district commissioner by a Palestinian in Jenin in the summer of 1938, British authorities decided that a large portion of the town should be blown up as punishment.

On Aug. 25, 1938, a British convoy brought 4,200 kilos of explosives to Jenin for that purpose. According to a recently declassified British report, in that operation and on other occasions, Arabs were forced to drive "mine-sweeping taxis" ahead of British vehicles where Palestinian terrorists were believed to have planted mines, in order to reduce British casualties.

Last, the letter's headline is misleading -- unless one considers the United Nations's vote that created the state of Israel an act of terrorism.

RABBI KALMAN PACKOUZ

Miami Beach

Most recently, Sahwell criticized a column in the Miami Herald about Yasser Arafat.

Arafat didn't err

The Herald's Nov. 12 editorial *Death of Yasser Arafat* was one-sided. Three Israeli prime ministers, including the current one, engaged in terrorist acts. Also, the editorial repeats the belief that Arafat rejected a great opportunity at Camp David. In fact, the offer was a West Bank crisscrossed with roads under Israeli control, Israeli-controlled water resources and scattered Israeli Defense Force outposts.

The editorial calls the West Bank and Gaza Strip "disputed territories." Historically, the only countries using the term have been Israel and the United States. Ariel Sharon in 2003 finally uttered the truth when he told the Knesset, "You may not like the word, but what's happening [in the West Bank and Gaza Strip] is occupation."

Some of Sahwell's more "local" writings

HERE'S HOPING MAYOR'S

RESPITE IS SHORT-LIVED

Editor,

Surfside Mayor Paul Novack deserves better. After years of honest and outstanding service in a county and state where politicians generally are slimeballs, he regrettably is not seeking reelection.

One can only hope this respite from elected office will be short-lived and that he comes back to a leadership position in county government or the School Board, or maybe even back to lead Surfside.

One cause of Mayor Novack exiting the stage at this time no doubt stems from the abuse heaped upon him by the Friends of Surfside Cats.

In a country that spends \$30 billion annually on pet care, yet allows one-quarter of its children to live in poverty, where many people have such a warped view of animals that they throw birthday parties for them, dress them up in cute outfits, and send them to spas, Friends of Surfside Cats typifies this sense of confused priorities.

Jay Senter, one of the group's main supporters, who doesn't even live in Surfside, wrote a Dec. 7 letter to Neighbors in which he waxed emotionally and nauseatingly about PeeWee, Bippy, Boppy, Ding-a-Ling (I'm not making this up) and all the other cute, frolicking feral cats.

That such a truly minor issue as feral cat colonies is used as a club to help drive one of Florida's only progressive public servants from continuing in office is irresponsible.

PETER SAHWELL

Surfside

SURFSIDE

RESIDENTS LOVE TOWN'S

CURRENT SENSE OF SELF

Editor,

Last week's obligatory negative letter about Surfside came care of real estate broker Marion Ott (*Cheapest is not always the best, Surfside, Aug. 8*).

You have to hand it to them, the forces of disgruntlement learned after the 2002 election at least to take the trouble of feigning interest in the town.

Apart from their generally whining tone, these carping letters show little sense of Surfside as a community of human beings; they do, however, betray their authors' wide-ranging obsession with property values.

What is lacking in the orchestrated wave of vituperation against former Mayor Paul Novack and current Mayor Tim Will is any positive value placed on building a healthy community.

Whereas Novack and Will have been part of and created numerous initiatives that relate to children and place a high priority on people, their opponents evince no passion about or have no new ideas concerning our youth or our elderly, or anyone for that matter except themselves and their sacred property.

Ms. Ott positively gushes about Miami Shores with its neat lawns and trees. Forget that most Shores residents probably couldn't afford their houses now, or that their children won't be able to afford to live there.

She also mentions Bal Harbour and Golden Beach, two little fantasylands that bring nothing to the table with regard to building or sustaining a middle-class community, even one as increasingly small and beleaguered as Surfside's.

My lawn is 90 percent weeds, and I have two plastic pink flamingos in front of my house. I hope we don't turn into the Stepford-like image of a real town that Ms. Ott and her ilk long for so desperately.

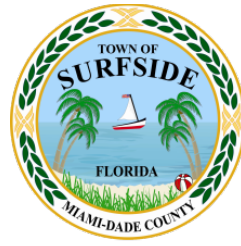
PETER A. SAHWELL

Surfside

Sahwell uses an email address andalus@mindspring.com. "Andalus" is the term used for Southern Spain by the Arabs who conquered and ruled that region for nearly 800 years. Sahwell claims he is Palestinian. Why then does he use this "handle" in communications? Does he feel a kinship to Arabs who conquer land? Could it be related to the fact that Spain has become a hide-out for many Al-Qaeda terrorists?

There are simply too many unanswered questions about Peter Sahwell.

Could Peter Sahwell be dangerous?



u o
u # U

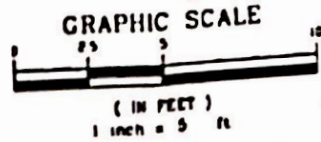
April 13

u = # # = 7
o 70

)
h U
o h

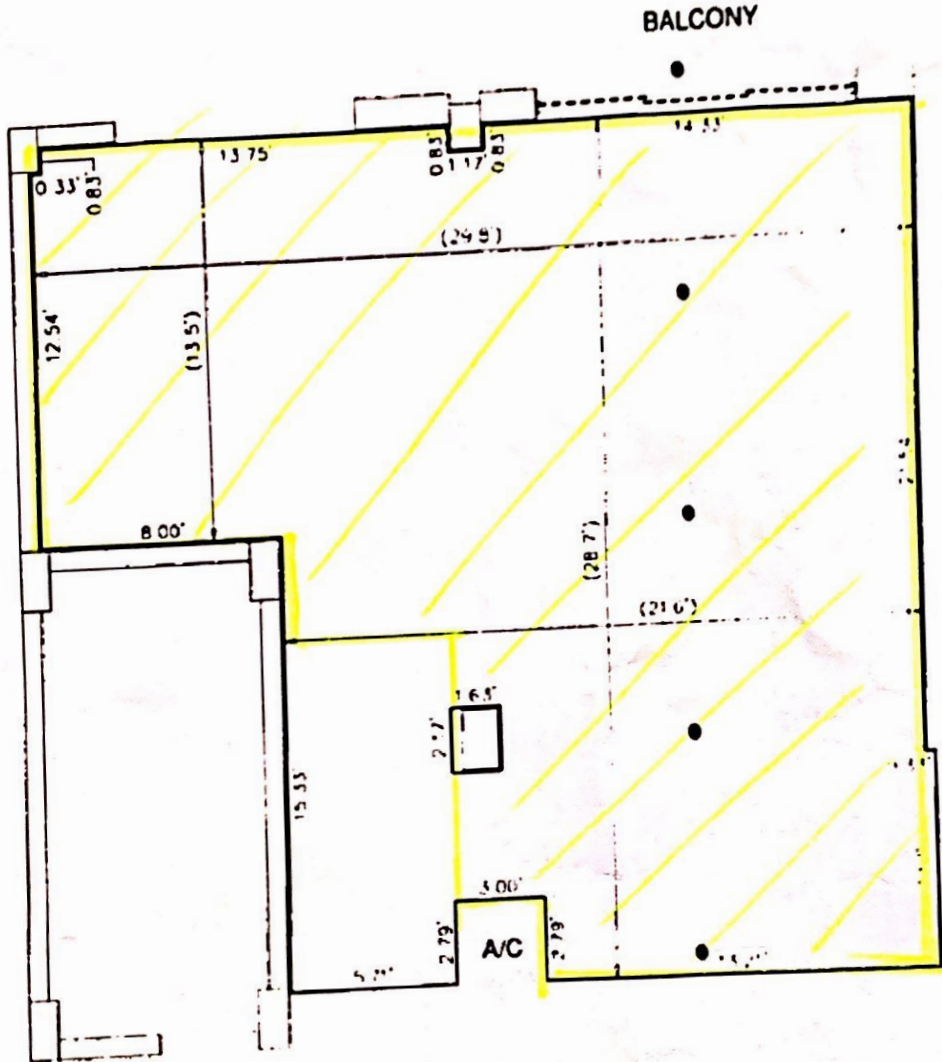
\ o o
@
k U o

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

- 19.01 - INDICATES MEASURED DIMENSION
- 9.00 - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

TYPE "THE ISLANDER"

EXHIBIT 2

SHEET 13 OF 22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C. No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

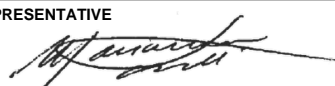
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 50,000	
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C. No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

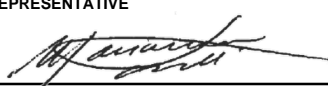
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 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 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

JOB COPY

TOWN OF SURFSIDE

APPROVED _____ Permit No. 20-736-BC
Address 9195 COLLINS Ave # 1013

Planning & Zoning Board _____ Date _____
Building Official [Signature] _____ Date 10.12.10
Chief Electrical Inspector _____ Date _____
Chief Plumbing Inspector _____ Date _____
Chief Mechanical Inspector _____ Date _____
Structural Engineer _____ Date _____
Public Works Director _____ Date _____



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

Job Address: **9195 Collins Ave. - Unit #305** Permit No: **20-121** Processor: **U. Fernandez** Date: **Dec. 10, 2020**

Note:

The following comments are based on a review conducted to the extent that the information on the plans allow. More comments may arise after these comments have been addressed.

Comments:

1. All corrections to be done on originals no ink corrections accepted. Cloud and date all corrections and make reference.
2. Provide list of response to comments. (Answer Sheet) showing location of each correction (sheet number).
3. Please show on plans current Florida Building Code 2017 (6th Edition).
4. Determine on plans level of alteration as per **FBC Existing Building**.
5. Please provide a clear and proper Scope of Work and indicate all work being performed.
6. Please provide proper Floor Plan to scale, show all interior wall divisions and label each room.
7. Please specify on plans if Plumbing fixtures are to be replaced in their same location.
8. Please show compliance with **FBC 1207 (Sound Transmission)**.
9. This review has been conducted to the extent that the information on the plans allow. Further comments may follow.



TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE, FLORIDA 33154

PLAN REVIEW COMMENTS WORKSHEET

DATE: 11.16.20 NAME OF THE JOB: _____

ADDRESS: 9195 Collins Ave TYPE OF CONSTRUCTION: PLBG

- ① DERM
- ② PLANS LACK CLARITY. PROVIDE 2 SETS OF PLANS AS PER THE FLORIDA BUILDING CODE, 2017, BLDG. SECTION 107.1, 107.2.1.
- ~~③ SHOW LOCATION OF BATHROOMS ON PLANS.~~
- ~~④ PROVIDE A SCOPE OF WORK FOR PLBG ON PLANS~~

- ② CONTRACTOR RCL 11/16/20
 - ① DERM
 - ② PLANS LACK CLARITY. PROVIDE PLANS NOT WRITTEN IN INK, SEE FBC 2017, BLDG, 107.1 107.2.1

- ③ RCL 11/23/20 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

JOB ADDRESS: 9195 Collins Ave, unit 1013, Surfside, FL 33154			
OWNER'S NAME: A AND M TEAM			
OWNER'S ADDRESS: 7900 TATUM WATERWAY DR #108, Miami Beach, FL 33141			
CITY: Miami Beach		PHONE# (240) 421-6466	FAX #
FEE SIMPLE TITLE HOLDER'S NAME:		ADDRESS:	
CONTACT PERSON: MARINA KOSTIC		PHONE# (240) 421-6466	
EMAIL ADDRESS: mkostic.2020@gmail.com			
CONTRACTOR: FLAVIENNE SAINT ANNA M ANASTACIO			
MAIL ADDRESS: 100 Bayview DR #1930			
CITY: Sunny Isles Beach		STATE FL	ZIP CODE: 33160
PHONE # (786) 780-1766		FAX #	EMAIL: m7services@gmail.com
CERT COMPETENCY: DOPR		STATE REGISTRATION: FL CGC1527388	
LOT	BLOCK	PRESENT USE:	PROPOSED USE:
FOLIO NUMBER: 14-2235-043-0940		SUBDIVISION:	
NO. OF STORIES	OFFICES:	FAMILIES:	BEDROOMS:
BATHS:	TYPE OF WORK:	ADD <input type="checkbox"/>	NEW <input type="checkbox"/>
ALTER <input type="checkbox"/>	REPAIR <input type="checkbox"/>	REPLACE <input checked="" type="checkbox"/>	OTHER <input type="checkbox"/>
VALUE OF WORK (Total all Trades): \$6,000		SQ. FT. (TOTAL)	LINEAR FEET
DESCRIBE WORK: REMOVE AND INSTALL TILE FLOORING, EXCEPT BALCONY AND BATHROOM.			
ARCHITECT/ENGINEER'S NAME			
ADDRESS:			
PHONE#		FAX#	EMAIL
MORTGAGE LENDER NAME:			

MORTGAGE LENDER'S ADDRESS:

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has been effected prior to the issuance of said permit and that all work be performed to meet the standards of all laws regulating construction in DADE COUNTY and the TOWN OF SURFSIDE whether specified in this application and accompanying plans or not. I understand that a separate permit must be secured for ELECTRICAL, PLUMBING, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, AIR CONDITIONERS, etc. The information provided herein by the Applicant is not evaluated for issuance of a Certificate of Use. The City reserves the right to deny or condition any proposed use of the property pursuant to provisions of the City's Code of Ordinances.

Initial this Page: _____

OWNER'S AFFIDAVIT: I certify that all information provided is accurate, and that all work will be performed in compliance with all applicable laws regulating construction and zoning. No work has been commenced prior to the issuance of the permit applied with this application, and all work will be done as indicated in the Application and all accompanying document and plans.

NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of the county, and there may be additional permits required from other governmental entities such as water management districts, state or federal agencies.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING A NOTICE OF COMMENCEMENT.

CONTRACTOR:

(Print Name): FLAVIENNE SANTANNA

SIGNATURE Flavienne Santana

STATE OF
FLORIDA
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me
this 20th day of May, 20 20
by FLAVIENNE SANTANNA

NOTARY:

SEAL:



Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

OWNER:

(Print Name): MARINA KOSTIC

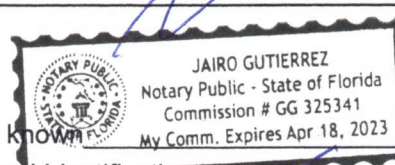
SIGNATURE: Marina Kostic

STATE OF FLORIDA
COUNTY OF DADE

Sworn to (or affirmed) and subscribed before
me
this 22 day of May, 20 20
by Marina Kostic

NOTARY:

SEAL:



Personally known _____
OR Produced Identification _____
Type of Identification Produced Maryland Driver's License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY

AUTHORIZED BY



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



Login Register My Orders Miami Gardens Contact Us

Search Floor & Decor

TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

Get Inspired Inspiration Center Free Design Services My Project Lists Blog Product Visualizer

HOME > INSTALLATION MATERIALS > WOOD & LAMINATE > UNDERLAYMENT

SIMILAR PRODUCTS



Whisper Mat So... \$135.00/ piece



Whisper Mat So... \$139.99/ piece



FloorMuffler 1... \$17.99/ piece



Sentinel Eco U... \$41.99/ piece



Eco Ultra Quie... \$69.99/ piece



Protecto Wrap... \$38.00/ piece

Whisper Mat Underlayment

Size: 150 SQ FT | SKU: 954205535 \$129.00 / piece Miami Gardens's everyday low price!



HOW MUCH DO YOU NEED?

QUANTITY OF PIECES

Quantity selector with minus, 1, and plus buttons

1 piece = 150 SQ FT | \$129.00

PICKUP OR DELIVERY

- Pick up in store - FREE
This item can be picked up TODAY local time)
51 pieces in stock - Miami Garde
Check Other Stores
Have it Delivered - Charges May

FREE In-Store

Contact Us

ADD TO CART

ADD TO MY PROJECT LIST



Search Floor & Decor

- TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

PRODUCT DETAILS

SOUND CONTROL AND MOISTURE RESISTANT MEMBRANE FOR ENGINEERED HARDWOOD, PARQUET AND LAMINATE FLOORING
Whisper Mat® HW is a peel and stick non-permeable sheet membrane, which reduces impact and airborne sound transmissions.

Whisper Mat HW combines sound absorption properties with moisture resistant properties making this an excellent system to enhance flooring installation performance.

FEATURES & BENEFITS

- Sound reduction ratings:
- 6" concrete floor: IIC 51 STC 52
- Sound transmission reduction: Delta IIC 22
• Protects flooring from subfloor moisture/vapor emissions
• Easy, installer friendly installation
• Commercial and residential applications
• Approved over radiant heated subfloors
• Uniquely thin system (1/8")
• Contact Protecto Wrap for additional testing information

BLOGS & VIDEOS

INSTALL & PRODUCT DOCUMENTS

YOU MAY ALSO LIKE

Product recommendations including EZ Foam Underlayment, Eco Ultra Quiet Premium Acoustical Underlayment, Floor Muffler LVT UltraSeal Floor Underlayment, Roberts Silicone Vapor Shield Underlayment for Wood Floors, and 12mm Cork Underlayment Sheets.

TOP RECOMMENDATIONS



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 12/31/2020

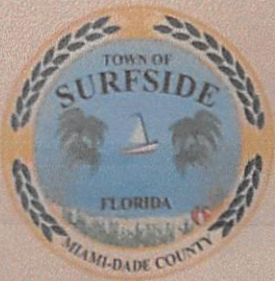
Prepared by: Mayor

Subject: High Water Bill

Objective: To reduce water bills by removing the burden of paying the millions of loans incurred by the former administration from water users only.

Consideration: ? No idea what this means.

Recommendation: Pass the plan to rebate the costs of the loan payments to water bill payers.



Town of
Surfside

Charles W Burkett
1332 Biscaya Drive
Surfside FL 33154

For payments or questions:
9293 Harding Avenue
Surfside Florida 33154

Mon – Fri 9:00 AM – 5:00 PM
Phone: 305-861-4863

ACCOUNT NUMBER	05-05050-00
BILLING DATE	12/18/20
LAST BILL AMOUNT	\$621.93
YOUR LAST PAYMENT	-\$621.93
ADJUSTMENTS	\$0.00
BALANCE FORWARD	\$0.00
CURRENT CHARGES	\$483.90
TOTAL AMOUNT DUE	\$483.90
DATE DUE	01/26/2021

FAILURE TO RECEIVE THE BILL DOES NOT EXCUSE SERVICE DISCONNECTION AND ADDITIONAL FEES.

SERVICE ADDRESS: 1332 Biscaya Dr

RATE CLASS: RESIDENTIAL

SERVICE	SERVICE PERIOD	DAYS	METER NUMBER	MULT	UNITS	CURRENT	PREVIOUS	USAGE
Water	09/25/20 - 11/25/20	61	16980382			420	407	13
Sprinkler	09/25/20 - 11/25/20	61	16999817			1733	1706	27

DETAIL OF CHARGES

IMPORTANT INFORMATION

Service	Consumption	Charge	Total
WA BASE METER CHARGE		\$83.83	
WA COUNTY TAX		\$8.19	
WA USAGE LEVEL 1 (0 12,000 GAL)	13	\$52.65	\$144.67
TOTAL WATER			
SP BASE METER CHARGE		\$55.13	
SP COUNTY TAX		\$9.87	
SP USAGE LEVEL 1 (0 12,000 GAL)	27	\$109.35	\$174.35
TOTAL SPRINKLER			
SW COUNTY TAX		\$7.40	
SW BASE FIXED CHARGE	1	\$11.00	
SW SERVICE CHARGE BASED ON WATER CONSUMPTION	13	\$112.32	\$130.72
TOTAL SEWER			
STORMWATER UTILITY		\$34.16	
TOTAL STORMWATER			\$34.16

Important Notice from the Town of Surfside Utility Department:

The Town of Surfside will be implementing the final Utility rate increase for customers effective for meter readings occurring after October 1, 2020, as per Resolution 17-2467 and 17-2468 adopted on November 14, 2017. The rate increase will assist in recovering the cost of providing utility services, promote equity in utility rates, encourage water conservation throughout Town, and improve the Town's water and sewer infrastructure. For more information please contact 305-861-4863.

PLEASE DETACH AND RETURN BOTTOM PORTION IF PAYING BY MAIL. PLEASE DO NOT STAPLE OR FOLD. PLEASE WRITE YOUR ACCOUNT NUMBER ON YOUR CHECK.



9293 Harding Avenue
Surfside Florida 33154

ADDRESS SERVICE REQUESTED

BILL DATE	ACCOUNT NUMBER	DATE DUE
12/18/20	05-05050-00	01/26/2021
CYCLE #	SERVICE ADDRESS	TOTAL DUE
001	1332 Biscaya Dr	\$483.90

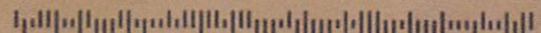
Amount Enclosed \$ _____

Please remit and make checks in US funds payable to:

TOWN OF SURFSIDE
9293 HARDING AVENUE
SURFSIDE FL 33154-3009

949 1 AV 0.389

CHARLES W BURKETT
1332 BISCAYA DR
SURFSIDE FL 33154-3318





**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/1/2021

Prepared by: Mayor

Subject: Increased commercial airliner flights over Surfside

Objective: Invite our County representative to advise on what steps are and can be taken to address the increase in noise related to increase in commercial flights over Surfside.

Recommendation: Take the recommended steps to reduce the increase in flights over Surfside.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: Purchase or Lease of Electric Vehicle for Downtown Use

Objective: To take pressure off of the Abbott lot, provide for a higher utilization of the Abbott lot and provide easy, quick access for visitors wishing to shop at our downtown businesses.

Recommendation: Approve the purchase or lease of electric vehicle, like the one below, to run from 10am to 10pm from our South Harding lot to our downtown district on a constant loop. Charge dramatically less for the parking, or provide initial free parking to encourage visitors to use the lot. Of course, residents park free in the large lots.



Saved from sainty-ht.en.made-in-china.com

[Hot Item] Close-up Pictures of Electric Shuttle Bus (SHT-T14)

Basic Info Product Description Customer Question & Answer Ask something for more details (0) Model NO. SHT-T14 Fuel 100% Pure Electric Power Origin China HS Code 8703101900 Performance...



Saved by **Adrea Gibbs**

2

Electric Power Electric Cars Power Motors Microcar Bus Ride >

[More information...](#)



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/17/2021

Prepared by: Mayor

Subject: One-way automatic gate at 96th Street and Bay Drive

Objective: To stop traffic from entering Bay Drive at 96th Street and provide a 'freeze gate' button for children crossing Bay Drive at 96th Street.

Recommendation: Approve the gate.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 3/23/2021

Prepared by: Mayor

Subject: Draconian fines for residents

Objective: Fines should be enacted to encourage compliance, not punish or financially destroy our residents. The fines currently in force are onerous, overly punitive and abusive.

For example, the fine for failure to license a dog after 30 days is \$3000, walking a dog without a leash, \$3000, failing to use a collar, \$3000, particles from a construction site blowing onto Town property, \$15,000, work without a permit, \$15,000, repairing a seawall, \$15,000 and on and on.

Recommendation: Design a system that encourages compliance without attacking residents with onerous fines.

RESOLUTION NO. 14 - 2234

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE FLORIDA, AMENDING THE SCHEDULE OF CIVIL PENALTIES AND ADMINISTRATIVE FEES TO BE ASSESSED FOR VIOLATION OF THE CODE OF THE TOWN OF SURFSIDE, AS PROVIDED IN CHAPTER 1 "GENERAL PROVISIONS", SPECIFICALLY SECTION 1-8 "PENALTY FOR VIOLATIONS", AND CHAPTER 15 "CODE ENFORCEMENT" SPECIFICALLY SECTION 15-18 "VIOLATIONS; SCHEDULE OF CIVIL PENALTIES"; REPEALING ALL OTHERS; PROVIDING FOR AUTHORIZATION AND APPROVAL; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission approved a list of enforcement priorities for the Code Compliance Division on November 17, 2013; and

WHEREAS, the Town Administration reviewed the civil penalties and compliance periods for the priority items, as well as other code violations; and

WHEREAS, Resolution No. 1569 adopted on March 9, 1999, which addressed civil penalty schedules has been found to be inconsistent, outdated and no longer in keeping with the Town Code; and

WHEREAS, pursuant to Section 15-18 of the Code of Ordinances, violations of said Ordinance shall be subject to the imposition of penalties, pursuant to which the Town Commission may adopt from time to time by Resolution, a schedule showing the sections of the Code, ordinances, laws, rules or regulations, which may be enforced and, the dollar amount of civil penalty for the violation of such provisions; and

WHEREAS, except as otherwise provided in Chapter 15 above, Chapter 1 Section 1-8 provides a penalty for violations of all other Sections of the Code of Ordinances; and

WHEREAS, it is in the best interest of the Town to preserve the public health, safety and welfare of the residents and the Town Commission is charged with preserving and maintaining the aesthetic standards and preventing public safety hazards of the Town.

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

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

Section 2. Authorization and Approval. The Town Commission authorizes and approves the Civil Penalties and Administrative Fees Schedule for Code Compliance and Enforcement Related Services.

- 1) Incorporated herein as Attachment "A" is a schedule of civil penalties and administrative fees adopted pursuant to Chapter 1 Section 1-8 and Chapter 15 Section 15-18 of the Code of Ordinances. Any sections of the Code not listed in the attached schedule, or for which a dollar amount of civil penalty for violation thereof is not listed, shall be subject to the imposition of penalties as provided under Section 1-8 and any other applicable penalty sections of the Code of the Town of Surfside. Each day of violation shall constitute a separate, punishable offense for which the daily penalty shall accrue.
- 2) For violations of any section of the Town Code for which a specific penalty is not prescribed herein, a penalty shall be imposed which shall not be less than \$25.00 or more than \$250.00 per day for a first violation and shall not be less than \$50.00 or more than \$500.00 per day for a repeat violation. For the purposes of continuing violations, each day shall constitute a separate violation.

Section 3. Effective Date. The Commission of the Town of Surfside hereby ordains that this Resolution shall become effective immediately upon adoption.

PASSED and ADOPTED on this day of July 10, 2014.

Motion by ^{vice Mayor} Commissioner Tourgeman, second by Commissioner Olchyk.

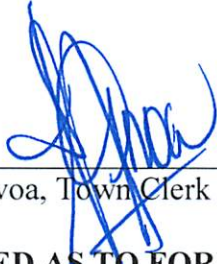
FINAL VOTE ON ADOPTION

Commissioner Barry R. Cohen
Commissioner Michael Karukin
Commissioner Marta Olchyk
Vice Mayor Eli Tourgeman
Mayor Daniel Dietch

Absent
Yes
Yes
Yes
Yes

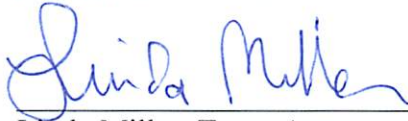

Daniel Dietch, Mayor

Attest:



Sandra Novoa, Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Linda Miller, Town Attorney

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Chapter 6	Alcoholic Beverages	Failure to comply or conform to any requirement of the Town Code relating to alcoholic beverages.	\$250.00	\$500.00
Section 6-8	Offenses, Miscellaneous Provisions	Failure to comply or conform to any requirement of the Town Code relating to music and/or entertainment.	\$100.00	\$200.00
Chapter 10-2	Animals	Killing birds and squirrels.	\$250.00	\$500.00
Section 10-28(c)	Animals	Allowing a dog to run at large	\$50.00	\$100.00
Section 10-28(c)	Animals	Allowing a dog to be improperly leashed	\$50.00	\$100.00
Section 10-30	Animals	Failure to license any dog	\$50.00	\$100.00
Section 10-32	Animals	Failure to remove fecal excrement	\$100.00	\$200.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, into any store where food for human consumption is sold or held for sale.	\$50.00	\$100.00
Section 10-33	Animals	Taking a dog, whether on a leash or without a leash, other than a seeing eye dog, at any time to any public beach in town.	\$100.00	\$200.00
Section 10-34	Animals	Failure to have one's dog properly collared.	\$50.00	\$100.00
Section 10-36	Animals	Keeping or harboring any dog that engages in frequent or habitual barking, yelping or howling; that is mean or vicious; that becomes a nuisance.	\$50.00	\$100.00
Section 10-36	Animals	Any cruelty to a dog, as defined.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Performing mechanical or hand abrasive operations involving removal of paint, rust or other materials from any source resulting in particles that can float, drop, or be blown to adjoining property or into public ways or streets.	\$250.00	\$500.00
Section 14-2	Buildings and Construction	Failing to confine all loose particles and abrasives from processes involving use of air pressure applications with suitable means to prevent their transferring to the ground,	\$250.00	\$500.00
Section 14-28,90-37	Buildings and Construction	Performing or having performed work without first obtaining required permit.	\$250.00	\$500.00
Section 14-87	Bulkheads	Construct any groin, bulkhead, seawall, jetty, breakwater or other protective work or to place any permanent or temporary structure of any nature whatsoever east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-87	Bulkheads	Repair, extend, alter or replace any existing structure lying east of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Erect any structure within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-88	Bulkheads	Repair, extend, alter or replace any existing structure lying within 20 feet west of the ocean bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Erect any structure within 20 feet landward of the Indian Creek bulkhead line.	\$250.00	\$500.00
Section 14-102	Bulkheads	Repair, extend, alter or replace any existing structure lying seaward of the Indian Creek waterway or existing bulkhead or within 20 feet landward of such bulkhead line..	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 18-85 (a)	Businesses (Civil Fines and Penalties)	First Violation (Sidewalk Café Ordinance)	\$100.00	Second violation within the preceding 12 months: \$250.00. Third violation within the preceding 12 months: \$500.00. Fourth violation within the preceding 12 months: \$750.00. *Fifth violation within the preceding 12 months: \$1000.00. **Sixth violation within the preceding 12 months: \$1000.00.
Section 18-88 (g)	Businesses (Permitted areas; conditional permit; town manager's right to remove sidewalk cafes)	Failure to respond to Town Manager's emergency notifications, and removal of sidewalk café furnishings by Town.	\$1,000.00	
Section 34-30	Buildings and Construction	Unlawful connection of any sanitary sewer drains to the town's drainage system.	\$250.00	\$500.00
Section 34-30	Buildings and Construction	Unlawful connection of any storm drains to the town's sanitary sewer system.	\$250.00	\$500.00
Section 46-1	Health	Violation of the Florida Department of Health and Rehabilitation Services, or responsible department or agency.	\$250.00	\$500.00
Section 54-62	Offenses, Miscellaneous Provisions	Drinking any beer, wine or any other alcoholic beverage on any street, sidewalk, pedestrian mall, alley, highway, playground or park in the town.	\$100.00	\$200.00
Sections 54-78 to 54-79	Offenses, Miscellaneous Provisions	Creation of any prohibited noises at any prohibited times or locations.	\$100.00	\$200.00
Section 78-51	Sewers and Sewage Disposal	Construction or maintenance of any septic tank or sanitary privy.	\$100.00	\$200.00
Section 78-54	Sewers and Sewage Disposal	Discharge into the town's sanitary sewer any prohibited material or substance.	\$250.00	\$500.00
Section 90-41.1(c)(2)	Zoning - Resort Tax and Enforcement	Resort Tax violations are subject to the following fines. The special master may not waiver or reduce fines set by this section.	\$500.00	Second violation within the preceding 12 months: \$1,500.00. Third violation within the preceding 12 months: \$5,000.00. Fourth or greater violation within the preceding 12 months: \$7,500.00.
Section 90-184	Bulkheads	Erect, repair, extend, alter or replace: Dock and pier projecting into Biscayne Bay waterway beyond the waterway line more than 20 feet. Dock and pier projecting in Indian Creek waterway beyond the waterway line more than 10 feet. Dock and pier projecting into Point Lake waterway beyond the waterway line more than 15 feet.	\$250.00	\$500.00

SCHEDULE OF DAILY CIVIL FINES FOR CERTAIN VIOLATION TYPES

(All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense)

Chapter	Section Name	Description of Violation	Daily Fine First Offense	Daily Fine Second/Repeat Offense
Section 90-187	Bulkheads	Construction, repair, alteration, extension or replacement of any bulkhead, sea wall, shore protection or any structure on Biscayne Bay, Indian Creek and Point Lake without required permit.	\$250.00	\$500.00

Note: All violation types not listed herein shall be subject to a \$25.00 per day fine for a first time offense and a \$50.00 per day fine for a 2nd or repeat offense.

- * Also subject to suspension of sidewalk café permit for one weekend (Saturday & Sunday).
- ** Also subject to revocation of sidewalk café permit for the remaining portion of the permit year.

ADMINISTRATIVE FEES, ABATEMENT COSTS, AND OTHER CIVIL FINES

Issue	Description	Fee	Fine	Note
Code Compliance Abatement	Fees based on actual costs incurred and staff time	Contractor Costs and/or staff hourly costs		
Code Compliance Abatement Related Administrative Fees	Fees based on actual costs incurred and staff time	Fees based on actual staff hourly costs for administrative process		
Lawn Cutting & Clearing Cost	Per Lawn Cutting Service	Fees based on actual Contractor costs and/or staff hourly costs		
Code Compliance Lawn Cutting Administrative Fee	Per Lawn Cutting Service	\$125.00	\$25.00	per occurrence
Trash & Debris Over-the-Limit Pick-Up Fees & Fines	Per cubic yard fee:	\$15.50	\$25.00	per occurrence
Construction Debris Pick-Up Fee & Fines	Per cubic yard fee:	\$30.00	\$25.00	per occurrence



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

Date: 4/2/21

Prepared by: Mayor

Subject: Surfside's brand name, Miami's uptown beach town.

Objective: Reword our brand, which sends an inaccurate message, to reflect our residents' vision of Surfside as a small-town oasis.

Recommendation: Revise the brand to better reflect our resident's vision. The current brand-name implies we are the uptown portion of a downtown, Miami Beach, which we are not. Nor do we want to be a worldwide tourist hotspot, nor do we want to be an overcrowded, overrun, over busy municipality. We want to be what we've always been – a slice of paradise, catering to our families, offering them an unparalleled way of life – with a visitor component that can accommodate the friends of our families, and a very limited number of tourists who want to come and enjoy the slice of paradise that our unique location and combination of amenities offers.

I believe that the brand should be revised to say, Miami's beachside oasis, or something along those lines, reflecting a peaceful, serene, high quality, small-town.



**Town of Surfside
Town Commission Meeting
April 2, 2021
7:00 pm**

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

Date: April 2, 2021
Prepared by: Commissioner Charles Kesl
Subject: Daylight Plane requirement for new construction

Objective: Ensure residents in their homes and others in Town properties stay in adequate Florida sunshine, not total dark shadow of neighboring new construction projects, while considering and not unduly burdening creativity and viability of new projects.

Consideration: When new construction maximizes cubic area allowed, walls often head straight up to the maximum and make a 90 degree angle to a flat roof. By design, this limits the sun to anything below. If or when the sun shines at that angle, it is blocked.

Consider how dark the beaches of Bal Harbour are compared to Surfside much of the day. That is because the height of the building is higher and the setback from the beach is shorter in Bal Harbour than in Surfside.

Daylight Plane assessment is a method by which other municipalities have secured more sunshine, air and space to communities and softened the transition from one neighborhood to another, and one property to another. It is in use in Sarasota, Florida, the county and the city. The information here is taken from Sarasota as well as other Towns and resources, and should be verified by Town staff and professionals as it is being considered.

Language is important so I tried to maintain its detail to get the benefit of any prior review.

“Daylight plane” is intended to provide for light and air, and to limit the impacts of bulk and mass on adjacent properties.

“Daylight plane” means a height limitation that, when combined with the maximum height limit, defines the building envelope within which all new structures or additions must be contained.

The daylight plane is an inclined plane, beginning at a stated height above average grade and extending into the site at a stated upward angle to the horizontal up to the maximum height limit.

The daylight plane may further limit the height or horizontal extent of the building at any specific point where the daylight plane is more restrictive than the height limit applicable at such point on the site.

Consider it the vertical counterpart to setbacks, which determines the maximum height that a building can be. Like the setbacks, the daylight plane is invisible but crucial. Careful consideration of the requirements can cause design-altering and livability-altering consequences if ignored.

Consider a “hip” style roof, common in Surfside. This is one shaped like a pyramid that, when secured with straps, historically is the type of roof that has received the best discounts for insurance. The angle of the roof is the building’s “daylight plane”. At a certain height, it cuts at a certain angle to the height of the roof and the building.

Mansard style roofs also have a daylight plane up to the point of the flat part of the roof.

A common use of daylight plane in other city ordinances seems is below. (The height at which the daylight plane begins is typically lower in sensitive and historic areas.)

- Angle of forty-five degrees vertically measured from side yard setback lines.
- Begins at 25 feet above FEMA or state-mandated elevation.
- Exceptions that can break the perimeter of buildable structure, other municipalities have chosen to include, are: roof overhangs that are 3 feet or less, dormers that do not exceed 12 feet in combined length or 25% of the length of the side where the dormers are located.

The daylight plane requirements typically do not apply to the side yards of a property contiguous with a Right of Way, based on my layman’s research.

All the major environmental assessment standards award credits for daylight, my research to date shows, with Europe leading the way. Daylight contributes to health and wellness at home and work, whether indoors or outdoors.

Recommendation: Consider daylight plane as a solution to be incorporated into the Zoning of Surfside.

Daylight plane is a solution for other municipalities facing Surfside’s challenges of maximized cubic areas for new construction, and the bulk and mass.

It provides for transition from property to property and allows for sunlight, air and open space, which in recent years have been denied to many of our neighbors in Surfside when a property is sold and reconstructed, or more often sold, torn down and constructed anew.

This is a new idea and like other new ideas are not in the most recent code nor in the previous code. It does not require reconciliation to release a “more restrictive and best” of the two Codes. Therefore, considering it along with other new initiatives, will likely take time for due diligence and assessment, and time is of the essence if we are to release the Code. And that does not include time to take to voters for them to approve, which must be done with any changes to density and intensity which includes increasing height maximums. The entire new Code should be taken to voters to approve, with requirements

raising the bar to amend, to prevent the creation of loopholes and secure Surfside's "small town" way of life.

Daylight plane requirement should be integrated in the Town's plan because it allows for transition between structures and makes a community healthy. It can be integrated now, I believe renderings will show. Even new construction raised to FEMA levels will have more than adequate options for a beautiful home for a family. It just will not be as big as some would like. I expect to hear economic and other arguments against it, as I have heard. I believe as those who have come before us that Surfside's value is in its common-sense code that differentiates us and makes our neighborhoods livable and desirable.

New construction must rise above FEMA designated levels, but existing construction, streets, utilities and everything else in Town do not. The Town needs a master plan for all to get to FEMA to currently required minimum heights above sea level for new construction, and perhaps to go even higher. The master plan needs to be done in conjunction with FEMA and other leading authorities. We are part of a region and cannot and should not go it alone on a master plan for the Town as it faces imminent threat of rising and surging sea levels into the future.

We do deserve daylight, now and into the future.



**Town of Surfside
Town Commission Meeting
June 8, 2021
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 2nd 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

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 96th 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 96th 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 1st 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*(**) 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, 2nd Floor
Surfside, FL 33154

Date: 6/23/21

Prepared by: Mayor

Subject: Private security service

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, 2nd 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.

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 1st 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 1st phone call on June 24th 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, 2nd 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, 2nd 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 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



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.

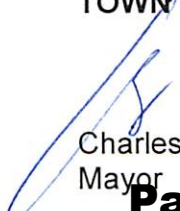
We are committed to do whatever is necessary to keep you as informed as possible as we further our investigation and develop additional recommendations.

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

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:

2. PRESENT CONDITION OF STRUCTURE
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.

3. INSPECTIONS
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)

4. SUPPORTING DATA
a. _____ sheet written data
b. _____ photographs
c. _____ drawings or sketches

5. MASONRY BEARING WALL = Indicate good, fair, poor on appropriate lines:
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

6. FLOOR AND ROOF SYSTEM

a. Roof

1. Describe (flat, slope, type roofing, type roof deck, condition)

2. Note water tanks, cooling towers, air conditioning equipment, signs, other heavy equipment and condition of support:

3. Note types of drains and scuppers and condition:

b. Floor system(s)

1. Describe (type of system framing, material, spans, condition)

c. Inspection – note exposed areas available for inspection, and where it was found necessary to open ceilings, etc. for inspection of typical framing members.

7. STEEL FRAMING SYSTEM

a. Description

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:

8. CONCRETE FRAMING SYSTEM
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:

9. WINDOWS
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:

10. WOOD FRAMING
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:

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:

12. EMERGENCY LIGHTING:

Good () Repairs Required ()

Comments:

13. BUILDING EGRESS ILLUMINATION:

Good () Repairs Required ()

Comments:

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, 2nd Floor
Surfside, FL 33154

Date: July 13, 2021

Prepared by: Commissioner Charles Kesl

Subject: Remote Participation by Commissioners

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**

DATE

7:00 pm

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

Date: 9/15/21

Prepared by: Mayor

Subject: Raising houses in Surfside to make our Town more resilient and sustainable.

Objective: To raise our homes above the level of potential flood waters.

Recommendation: Approve the measure



NO
KAYAK
PADDLEBOARD
LAUNCHING
SWIMMING







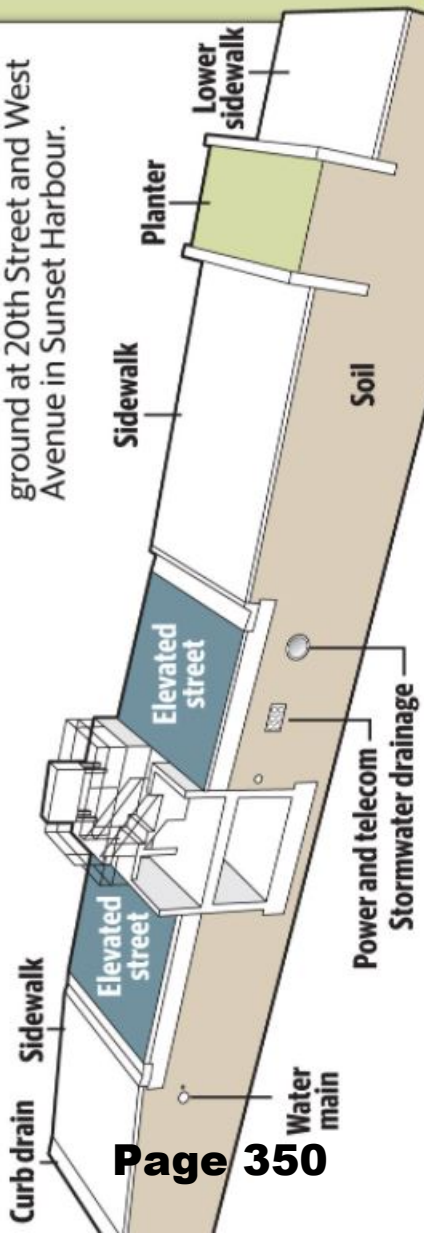
NO KAYAKS
PADDLEBOATS
LUNGBOATS
SWIMMING
(SEEKING PERMITS)



NO SKIING
NO PADDLEBOARDING
NO WAKEBOARDING

20th Street at pump station 3

The control panel for a pump station now rises out of the ground at 20th Street and West Avenue in Sunset Harbour.



Page 350



MARCO RUIZ mruiz@miamiherald.com

Source: City of Miami Beach



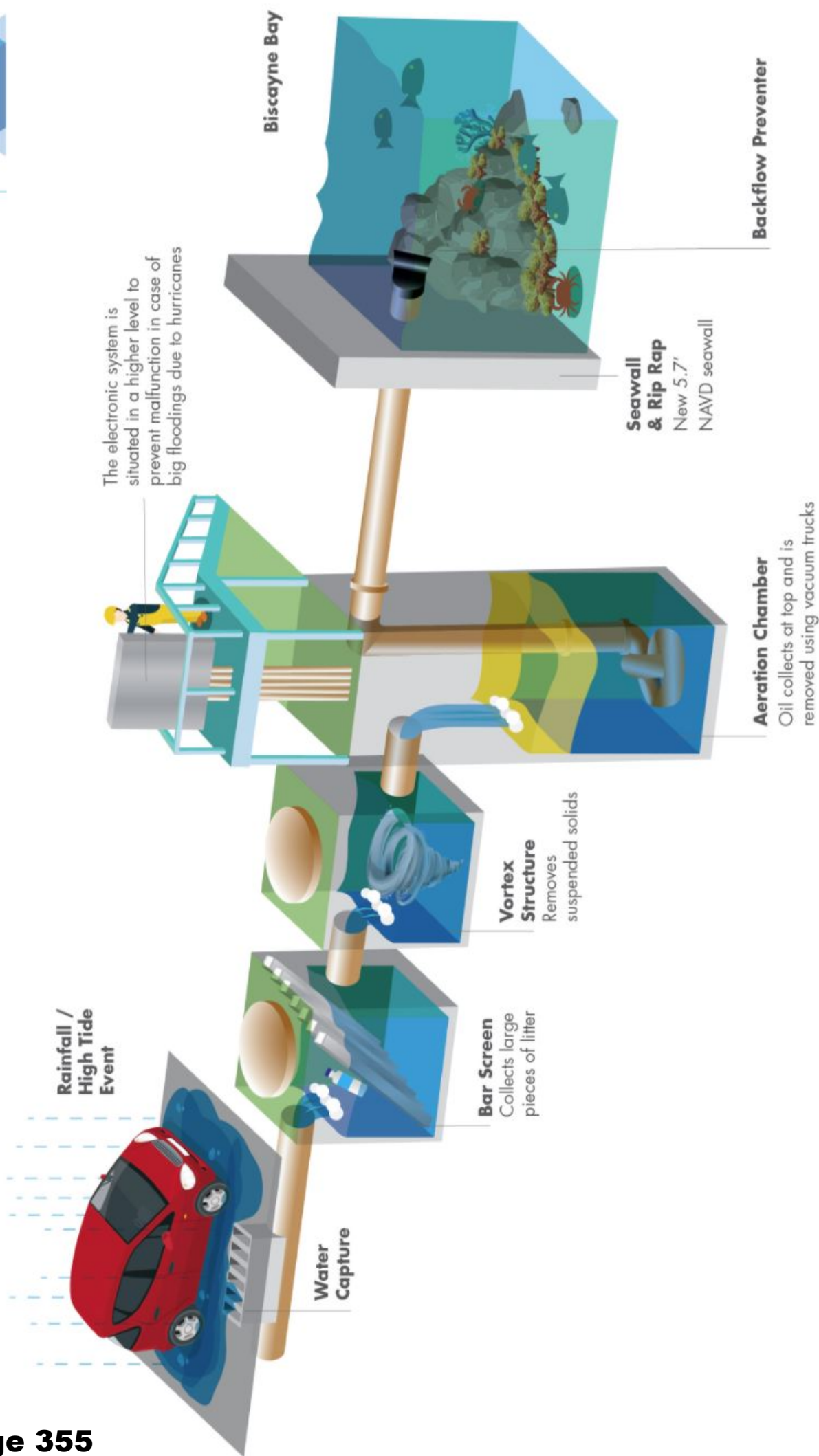


The Sunset Harbour pump station on 20th Street as it looks today





Stormwater Pump Station UPGRADES





August
2020

HOW TO FIX SURFSIDE'S FLOODING PROBLEM

...once and for all!



Giant structures are moved all the time...



Lighthouse being moved away from a cliff

2



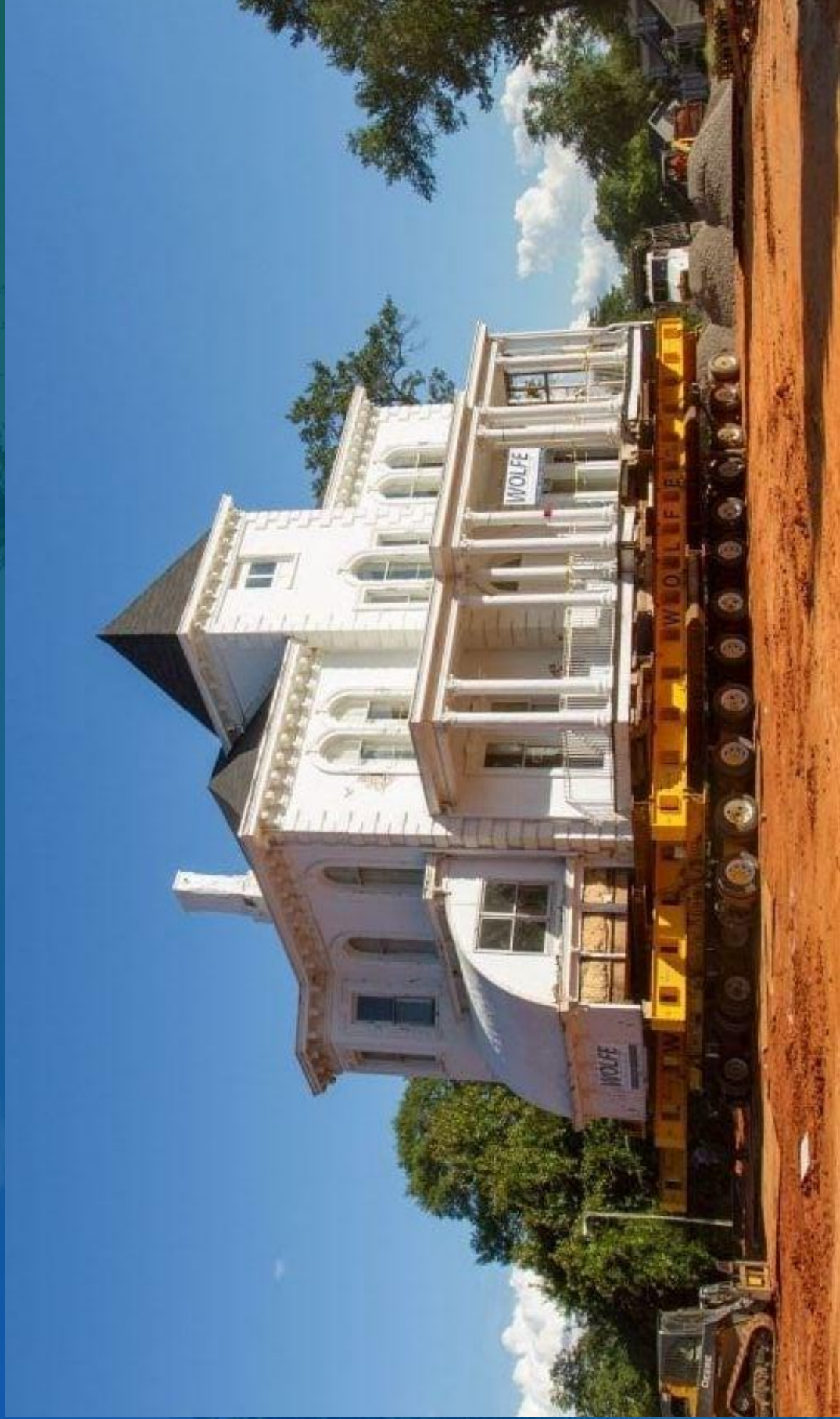
Not only can giant structures be moved, they can be raised.



Moving structures is much harder, than raising them, however that's done all the time too.



But, in the end, you can move anything,
including large and very old homes.



The question is...not can you raise a home,
but how high do you want to raise it?



Once you've decided on the height, then you insert/install the new support structure.



Some homeowners will build storage or entrance features in the new “elevation space” that are “flood risk” uses.



Some will just have empty space and a large open area underneath their home, satisfied that their home is now out of flood danger.



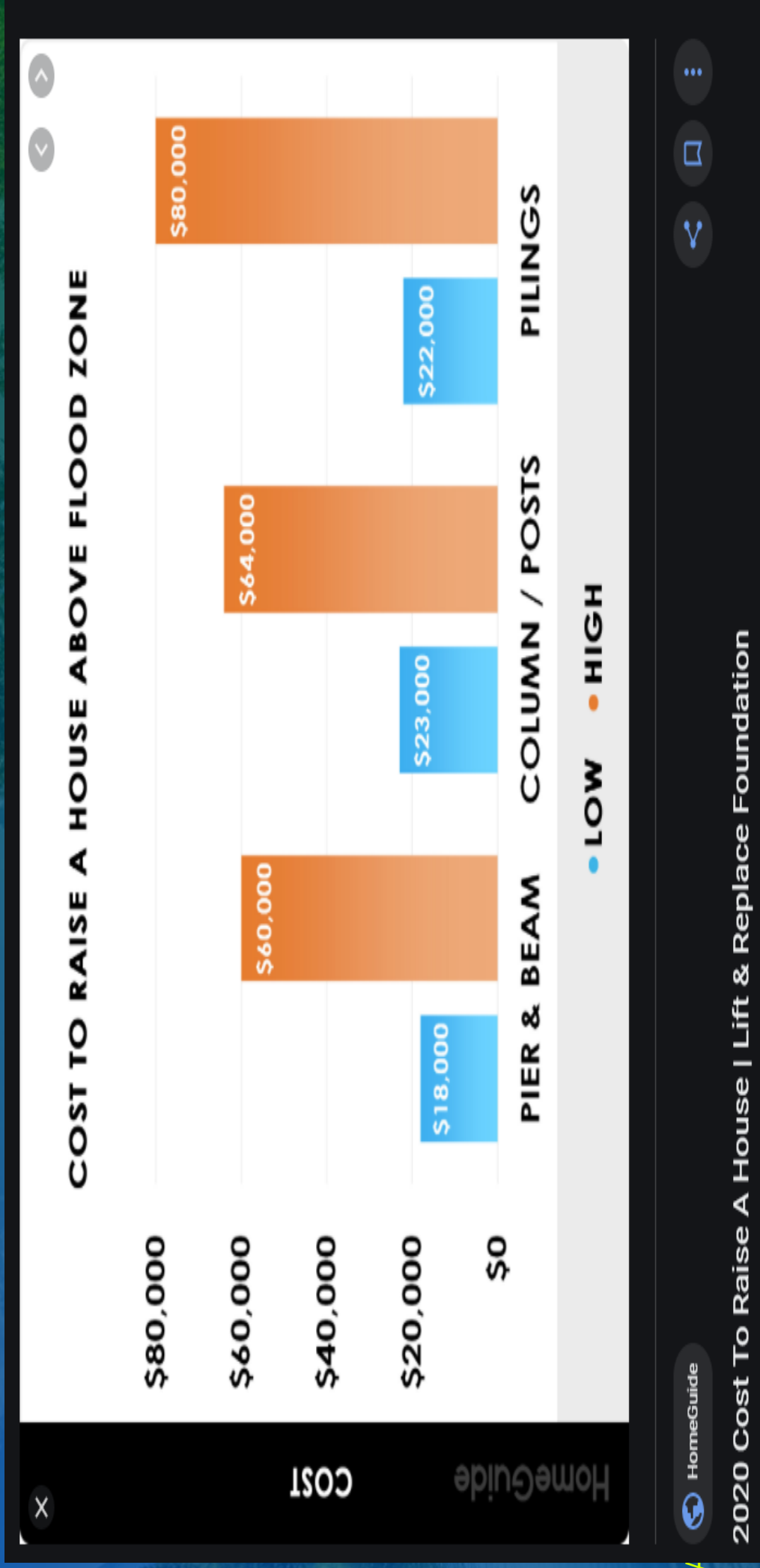
ADD A



In the end, once all the work is done, the project looks like it was designed to be elevated.



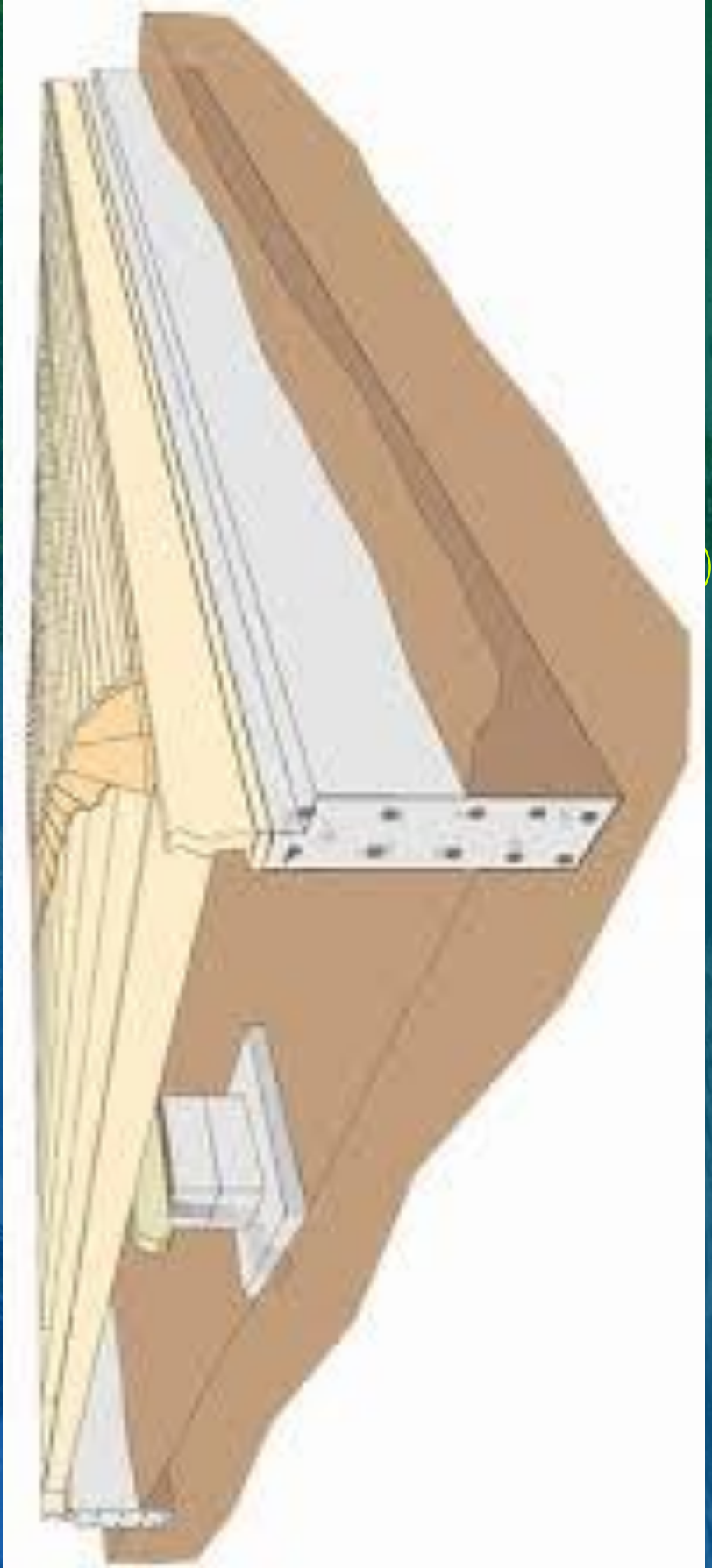
What are the costs and the 3 types of elevation options? For an average home, between \$18,000 and \$80,000 to raise it.



Column and post looks like this.



Pier and beam looks like this.



Finally, Pilings foundation looks like this.



What are the cost savings for raising a home besides the increase in value of the home?

**PREMIUM AT 3 FEET ABOVE
BASE FLOOD ELEVATION**

\$427/year
\$4,270 / 10 years



**PREMIUM AT
BASE FLOOD ELEVATION**

\$1,410/year
\$14,100 / 10 years



**PREMIUM AT 4 FEET BELOW
BASE FLOOD ELEVATION**

\$9,500/year
\$95,000 / 10 years



*\$250,000 building coverage only (does not include contents), AE (high to moderate risk) zone, single-family, one-story structure without a basement at: 4 feet below Base Flood Elevation (BFE); at BFE; and at 3 feet above BFE. (Rating per FEMA flood insurance manual, October 1, 2012). The illustration above is based on a standard National Flood Insurance Program (NFIP) deductible.



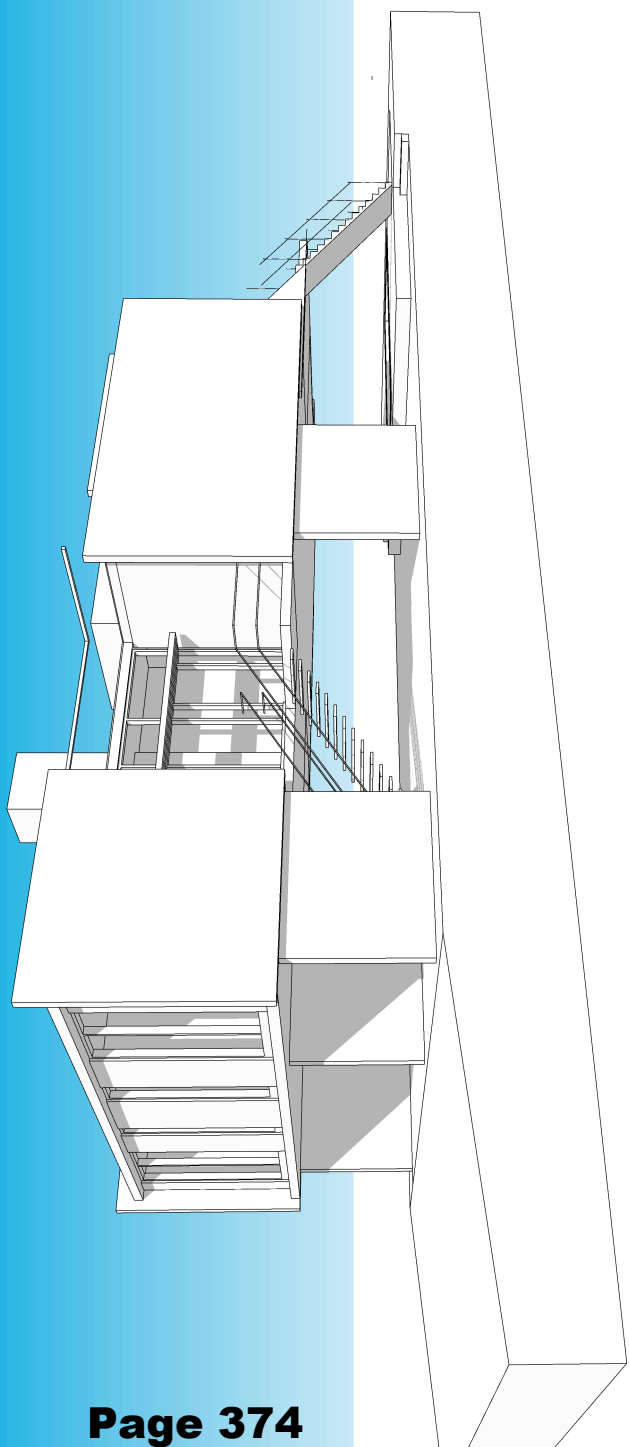
How can the Town of Surfside help?

- The Mayor's plan is that we should offer residents who raise their homes the following incentives:
 - The following terms would be available to any homeowner in Surfside for a loan, up to a maximum of \$35,000.
 - The Town of Surfside will provide a direct, interest free loan, for up to 10 years, secured by a lien on the home, for 35% of the cost to raise the home. The loan will be due and payable to the Town upon either the sale of the home, or after 10 years have elapsed – whichever occurs first.
 - The Town of Surfside will assist homeowners in obtaining additional grants for raising their homes.
 - The Town of Surfside will work to find a contractor who will provide a low, fixed cost to raise all the flood prone homes in Surfside, thus provide a large potential “group discount” for homeowners undertaking the work.
 - With the \$3 million dollars that had been discussed to improve the drainage speed, but not stop water from going into homes, **we could raise over 85 homes in Surfside!**

End of presentation







From: [George Kousoulas](#)
To: [Charles Burkett](#)
Subject: elevated house
Date: Tuesday, November 10, 2020 12:18:37 PM
Attachments: [surfside 2 side.pdf](#)
[legacy plan 6.pdf](#)
[legacy rev 3 composite 2020-11-04 13265200000B.png](#)

Charles, this is the concept house I developed for a standard surfside lot (112.5 x 50). It is elevated high enough that the understory is open and usable. Above it is a one-story house that meets the 40% lot coverage.

Besides the obvious, there are a couple of other ideas behind the concept. One, while it is lifted off the ground on supports, it is designed not to look like a Keys house on stilts that's landed in Surfside. Two, the plan is not a clean rectangle but a deeply and frequently indented one, creating open courtyards along the sides. They are not easily visible from the rendering, but the clearly shown on the plan (an attachment). Doing this gives rooms more exterior wall looking out into landscaped areas, rather than at neighbors' side walls.



George Kousoulas NCARB
BLOCK53 LLC

direct: 202.280.4026

Statement of Confidentiality. The contents of this e-mail message and any attachments are confidential and privileged, intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by telephone (202) 280 4026, or electronic mail george@block53.com and delete this message and its attachments, if any.

The Cost of Insuring Expensive Waterfront Homes Is About to Skyrocket

New federal flood insurance rates that better reflect the real risks of climate change are coming. For some, premiums will rise sharply.



By Christopher Flavelle

Sept. 24, 2021

Florida's version of the American dream, which holds that even people of relatively modest means can aspire to live near the water, depends on a few crucial components: sugar white beaches, soft ocean breezes and federal flood insurance that is heavily subsidized.

But starting Oct. 1, communities in Florida and elsewhere around the country will see those subsidies begin to disappear in a nationwide experiment in trying to adapt to climate change: Forcing Americans to pay something closer to the real cost of their flood risk, which is rising as the planet warms.

While the program also covers homes around the country, the pain will be most acutely felt in coastal communities. For the first time, the new rates will also take into account the size of a home, so that large houses by the ocean could see an especially big jump in rates.

Federal officials say the goal is fairness — and also getting homeowners to understand the extent of the risk they face, and perhaps move to safer ground, reducing the human and financial toll of disasters.

“Subsidized insurance has been critical for supporting coastal real estate markets,” said Benjamin Keys, a professor at the University of Pennsylvania's Wharton School. Removing that subsidy, he said, is likely to affect where Americans build houses and how much people will pay for them. “It's going to require a major rethink about coastal living.”

The government's new approach threatens home values, perhaps nowhere as intensely as Florida, a state particularly exposed to rising seas and worsening hurricanes. In some parts of the state, the cost of flood insurance will eventually increase tenfold, according to data obtained by The New York Times.

For example, Jennifer Zales, a real estate agent who lives in Tampa, pays \$480 a year for flood insurance. Under the new system, her rates will eventually reach \$7,147, according to Jake Holehouse, her insurance agent.

And that is prompting lawmakers from both parties to line up to block the new rates, which will be phased in over several years.

“We are extremely concerned about the administration's decision to proceed,” Senator Bob Menendez, a New Jersey Democrat, and eight other senators from both parties, including the majority leader, Chuck Schumer, Democrat of New York, wrote in a letter on Wednesday to Deanne Criswell, the administrator of the Federal Emergency Management Agency.

‘Our New, Wet Reality’

Created by Congress in 1968, the National Flood Insurance Program is the primary provider of flood coverage, which often isn't available from private insurers. The program is funded by premiums from policyholders but can borrow money from the federal treasury to cover claims.

The average annual premium is \$739. Until now, FEMA, which runs the program, has priced flood insurance based largely on whether a home is inside the so-called 100-year flood plain, land expected to flood during a major storm.



Flooding from Tropical Storm Eta in Gulfport, Fla., in 2020. Martha Asencio Rhine/Tampa Bay Times, via Associated Press



Jake Holehouse, a flood insurance advocate for Pinellas County, says the way FEMA is talking about the pricing changes is misleading. Eve Edelheit for The New York Times

But that distinction ignores threats like intense rainfall or a property's proximity to water. Many homeowners pay rates that understate their true risk.

The result has been a program that subsidizes wealthier coastal residents at the expense of homeowners further inland, who are more often people of color or low-income. As climate change makes flooding worse, using tax dollars to underwrite waterfront mansions has become increasingly hard to defend.

In 2019, FEMA said it would instead price flood insurance based on the particular risks facing each individual property, a change the agency called "Risk Rating 2.0." After a delay by the Trump administration, the new system takes effect next month for people purchasing flood insurance. For existing customers, rates will rise starting next April.

The change has won applause from a grab bag of advocacy groups, including climate resilience experts, environmentalists, the insurance industry and the budget watchdog group Taxpayers for Common Sense.

"With a rapidly escalating threat of natural disasters, Risk Rating 2.0 is a much needed and timely change," said Laura Lightbody of Pew Charitable Trusts, which has pushed governments to better respond to climate threats. Higher insurance costs, she said, were "a reflection of our new, wet reality."

Staggering costs

But the financial consequences of that new reality will be staggering for some communities.

The flood program insures 3.4 million single-family homes around the country. For 2.4 million of those homes, rates will go up by no more than \$120 in the first year, according to data released by FEMA — similar to the typical annual increases under the current system. An additional 627,000 homes will see their costs fall.

But 331,000 single-family homes around the country will face a significant rise in costs. More than 230,000 households will see increases up to \$240 in the first year; an additional 74,000 households will see costs rise by as much as \$360. For about 25,000 single-family homes, additional costs could reach as high as \$1,200.

Almost half of those 25,000 households are in Florida, many of them along the string of high-risk barrier islands that run from St. Petersburg south to Fort Myers.

In the tiny hamlet of Anna Maria, on the tip of an island at the mouth of Tampa Bay, one ZIP code leads the country in the number of single-family homes facing an increase of more than \$1,200. Other nearby towns, including Siesta Key and Boca Grande, face similar jumps.



A house under construction in South Gulf Cove, Fla., a town ninety minutes south of Tampa on Gasparilla Sound. Eve Edelheit for The New York Times



Marti Beller Lazear is buying a house on Treasure Island, Fla., a slender strip of land off the coast of St. Petersburg. “You can pay down your house,” she said. “You can’t pay away the flood insurance.” Eve Edelheit for The New York Times

And those increases are just in the first year.

Because federal law prohibits FEMA from raising any homeowner’s flood insurance rates by more than 18 percent a year, it could take 20 years before some current homeowners are charged their full rates under the new system.

FEMA declined to make public the full amount of the rate increases that homeowners will pay over time. But insurance brokers are able to see those costs for individual homes, and they are far greater than the initial increases discussed by FEMA.

Mr. Holehouse, who in addition to selling insurance is also a flood insurance advocate for St. Petersburg, said it was misleading for FEMA to disclose the price changes for only the first year of the new rate schedule.

“I want to talk about five to 10 years from now, because most people take a 30-year mortgage,” Mr. Holehouse said.

One of his clients is Marti Beller Lazear, who is buying a house on Treasure Island, a slender strip of land off the coast of St. Petersburg. Her annual cost for flood insurance will eventually jump from \$3,903 to \$10,655 under the new rates.

That realization changes her calculation about whether to retire in her new house, Ms. Lazear said. Even if she pays off her mortgage, she’ll always face a high annual cost in the form of insurance.

“You can pay down your house,” Ms. Lazear said. “You can’t pay away the flood insurance.”

Pay more, or move out

Just south of Treasure Island is the small town of St. Pete Beach. Melinda Pletcher is a town commissioner. She worries that as insurance costs go up, home values will fall, even as people who can’t afford rising insurance costs will be forced to move.

“The people who are building or buying the houses that have \$1 million in value, they don’t care,” said Ms. Pletcher, whose own rates are going up from about \$500 a year to almost \$4,500. “People that have been living here for 40 years, they end up not being able to afford to stay.”



Melinda Pletcher, a commissioner of St. Pete Beach, Fla. “People that have been living here for 40 years — they end up not being able to afford to stay,” she said. Eve Edelheit for The New York Times



A lot for sale in South Gulf Cove. FEMA has said that the area around St. Petersburg is unusual, and that most people around the country whose rates are going up will see far smaller changes. Eve Edelheit for The New York Times

Ms. Zales, the Tampa resident whose rates are set to eventually exceed \$7,000, said she's lucky that she can afford to pay that much. For new buyers, that kind of increase will push mortgage lenders to reconsider how much money borrowers can afford to repay each month, Ms. Zales said. Future home buyers "may not qualify for as high a loan," she said.

Homeowners with a federally backed mortgage are legally required to carry flood insurance. Those who have paid off their mortgage, or didn't need one in the first place, face a different dilemma under the new system: Whether to pay the new, higher rates or risk living without coverage.

Gloria Dumas-Ropp built a house seven years ago in a neighborhood called South Gulf Cove, about 90 minutes south of Tampa on Gasparilla Sound. She said she pays \$1,120 a year now; that rate will eventually rise to about \$6,000, according to data provided by Mr. Holehouse.

If that happens, Ms. Dumas-Ropp, who doesn't have a mortgage, said she and her husband may decide to drop coverage. She said it's wrong for FEMA to raise costs for people who bought homes near the coast expecting their insurance to remain affordable.

"I don't know why they would do that to people who worked so hard to be here," said Ms. Dumas-Ropp, a retired executive.

'Tell People the Truth'

The rate hikes around Tampa Bay are unusual, according to FEMA. Most homeowners will see much smaller increases, and many will experience a decrease — the first time in the history of the program, the agency said.

As for those who may be forced from their homes by rising rates, the agency noted that it has long urged Congress to offer financial help to lower-income residents — a more targeted type of assistance than simply subsidizing policies for most homeowners regardless of income.

"For the first time, our policyholder premiums will be based on their individual risk," said David Maurstad, who runs the flood insurance program at FEMA. "We pledge to continue to evaluate and make adjustments where and when it's warranted."



A canal in Siesta Key, Fla. Eve Edelheit for The New York Times



A sign welcomed visitors to Treasure Island at dawn. Eve Edelheit for The New York Times

Lawmakers have responded to the change with alarm. Last week, 38 members of Congress signed a letter urging House Speaker Nancy Pelosi to block the change.

“We are concerned about the burden of potential double-digit rate hikes on our constituents by FEMA’s untested pricing methodology,” the letter read, calling that burden “too much for them to bear.”

Unlike current climate policy debates, which tend to break along partisan lines, views on flood insurance are less a matter of political ideology than of geography.

All but three of the members who signed the House letter represent coastal states, including five Republican lawmakers from Louisiana and all ten Democratic House members from New Jersey. The letter was signed by 19 Democrats, including some, such as Grace Meng and Ritchie Torres of New York, who in other contexts have stressed the need to address the effects of climate change.

Neither Ms. Meng nor Mr. Torres responded to requests for comment.

Charlie Crist, the former Republican governor of Florida who now represents St. Petersburg as a Democrat in the House of Representatives, also signed last week’s letter. He rejected FEMA’s argument that higher insurance costs would serve to alert people to the risks they face.

“That’s one of the most inhumane, callous statements they could possibly make,” Mr. Crist said. “We’re going to punish you so you know what’s going on?”

In the past, insurance policy has been vulnerable to political pressure. In 2012, Congress rolled back some of the subsidies in the flood insurance program, only to reverse course two years later after voters objected to higher costs.

But the growing threat of climate change may make that kind of intervention less successful, said Roy Wright, who ran the flood insurance program until 2018 and now runs the Insurance Institute for Business & Home Safety.

“We cannot hide the truth of this increasing risk,” Mr. Wright said. “We shouldn’t hide it. Tell people the truth.”



Eve Edelheit for The New York Times



**Town of Surfside
Town Commission Meeting
October 12, 2021
7:00 pm**

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

Date: October 12th, 2021
Prepared by: Commissioner Eliana R. Salzhauer
Subject: Champlain South Memorial Park at 88th Street End

Objective: Memorializing the victims of the Champlain South collapse at a location as close as possible to the collapse site remains a top priority. Converting 88th Street between Collins and the Beach into “Champlain South Memorial Park” can provide a passive park for quiet reflection with a respectful memorial to the 98 souls who perished in that tragic collapse.

Consideration: The Town of Surfside already owns 88th street between Collins and the beach. Repurposing that portion of land can be done at an expedited pace and at a reasonable expense. A passive park from which to view the CTS collapse site with a proper memorial will help bring peace to the families who lost loved ones, to the survivors who lost friends and neighbors, and to the entire Surfside community emotionally scarred & impacted by this colossal tragedy. This site would become the future home of whichever memorial sculpture is later selected by the Commission to memorialize the Champlain South Collapse tragedy. Please refer to Vice Mayor Paul’s agenda item regarding memorial options and review the attached submission (as a sample only). The choice of a suitable memorial structure would be addressed at a later date. The purpose of this Agenda item is to designate 88th Street End as the location of “Champlain South Memorial Park.”
Creating additional public greenspace named in the victims’ memory ensures that they will never be forgotten.

Recommendation: Establish “Champlain South Memorial Park” at 88th Street between Collins & the Beach. Direct the Town Manager & Town Attorneys to begin the conversion process and assess costs. Explore memorial options for the premises.

Surfside Memorial Passageway



**Steel or Aluminum
Weather Resistant-finish
Appx 20 ft tall**

**Foundation and structural elements
to be specified by engineer**

**Names of each victim to be cut into
steel/aluminum
Page 387**

The Surfside Memorial Passageway is a monumental scale work of art to honor the victims of the tragic Champlain Tower collapse. The work references a wave form with the ocean symbolizing peace and beauty of the spiritual world despite the imperfect world we live in. Visitors can walk under and through the work, finding the names of loved ones and at some times of day seeing their names shine through the wave form above. I hope that families can feel a sense of connection to their loved ones while within the shelter of the wave, protected for a moment from the pain and suffering of this world.

Jenn Garrett

(352) 359-7826

jenngarrettart@gmail.com

www.jgarrettart.com

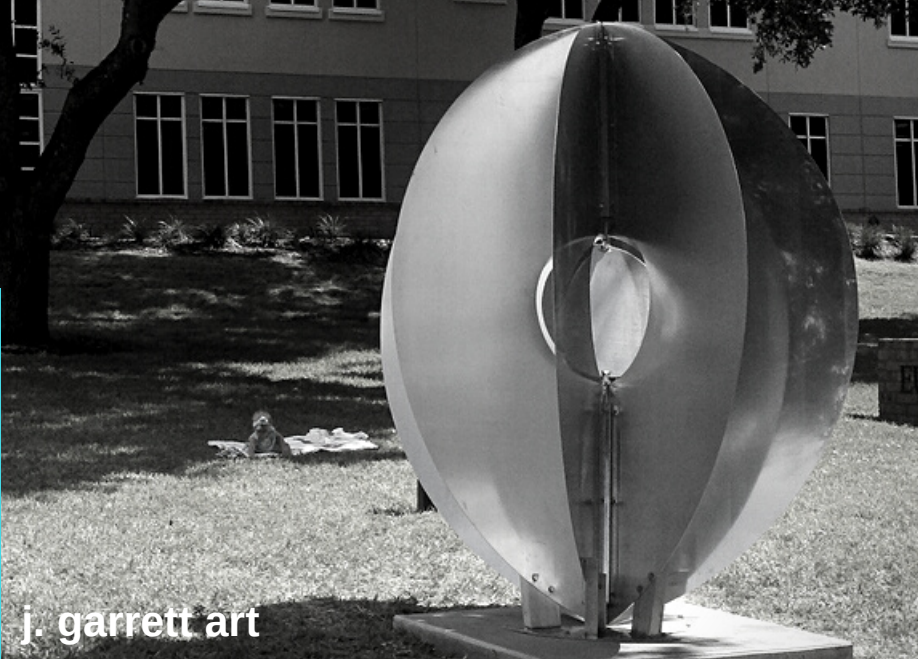
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

And then she executed the work on time and on budget even in the midst of other projects."

*-Terry Olson
Director, Orange County Arts
& Cultural Affairs*



Page 388



j. garrett art

Certified Woman-owned
Florida Business enterprise



RECENT COMMISIONS

2018 *Learn to See*

Cade Museum for Creativity and
Invention- Gainesville, FL

2017 *Aviary*

Orange County Govt Young Pine
Park, Orlando, FL

2015 *Alachua Branch*

Alachua County Property Appraiser

2013 *Solar Tent*

Solar Impact, Gainesville, FL

2012 *Nest Egg*

Stetson University Deland, Florida

2012 *River & Light*

Lower Mississippi River Museum
(US Army Corps of Engineers)
Vicksburg, MS

2012 *Into The Smoke*

City of Gainesville- Sculpture for
Fire Station 1

EXHIBITIONS

Augusta Sculpture Trail- Augusta, GA
1/2021-1/2023

Art in Context- Ireland National
Botanic Gardens-Dublin, Ireland (7/16-
11/16)

ArtSpot Inaugural Outdoor Exhibition-
Johns Creek, GA (12/15-3/17)

New Forms From the Southeast-
Mercer University, Macon, GA (3/2015-
9/2015)

Casting Justice- City wide solo
exhibition/installation of 10 works
addressing
human trafficking- Gainesville,
FL (1/2014-4/2014), Tampa, FL (Jan-
April 2015), Miami (May 2015)

Currents- Harn Museum of Art,
Gainesville, FL (4/2013-4/2014)

Art on the Avenue, Boynton Beach, FL
(10/2013-10/2014)

Midsouth Sculpture Alliance
Professional Outdoor Exhibition,
Chattanooga
TN (3/2012-10/2013)

Art on the Beltline, Atlanta, GA
(8/2011- 11/2011)

Museum of Florida Art Sculpture Walk,
Deland, FL (10/2011-10/2012)

National Outdoor Sculpture
Competition & Exhibition, North
Charleston
(4/2011-3/2012)

Haile Village Center, Gainesville, FL-
Solo Exhibition (2011)

2010 Centennial Celebration Juried
Outdoor Sculpture Exhibition,
University of Southern Mississippi
(3/2010- 3/2011)

Art in Public Places Juried Exhibition,
Knoxville, TN (4/2009- 11/2009)

The Hub Project, Community Design
Center, Gainesville, FL (2004)

Natural Instincts- Solo Exhibition,
Thomas Gallery, Athens, GA (2000)

Group Exhibit - SMC Corporation,
Lawrenceville, GA (2000)

Georgia Sculptors Society Annual
Exhibition, Athens, GA (2000)

Lyndon House Juried Exhibition, Athens,
GA (1998)

Lavori In Corso (group exhibit), Palazzo
Vagnotti, Cortona, Italy (1997)

education

University of Florida
MA Interior Design 2004
University of Georgia
BFA Sculpture, 2000

Inspired by the people and history of places, I create art at an architectural scale that becomes part of the cultural fabric of that community.



References

Terry Olsen

Orange County Director Arts and Cultural Affairs

Office: 450 E. South Street

Orlando, FL 32801

Mailing: PO Box 1393

Orlando, FL 32802

(407) 836-5540

Terry.Olson@ocfl.net

Russell Ettling-Cultural Affairs Programs Coordinator, City of Gainesville

Parks, Recreation & Cultural Affairs

PO Box 490 - Station 30

Gainesville, FL 32627 - 0490

352-393-8532 Ofc.

352-316-4628 Cell.

etlingrh@cityofgainesville.org

Colleen Keene, CFE, ASA

Assistant Property Appraiser

Alachua County Property Appraiser's Office

515 N Main Street, Suite 200

Gainesville, FL 32601

(352) 338-3264

ckeene@acpafl.org



Learn To See

(Gestalt Sculpture 2017)
Aluminum
36"x36"x72"H
Series of 21
\$100,000+

The series "Learn to See" utilizes gestalt imagery of the primary donors to the museum (in the classic face/vase configuration) in lieu of the typical donor wall. The series of 21 sculptures are located on LED lit pedestals outside the museum, set on a path created by a Fibonacci spiral. Each face naturally embodies the fibonacci spiral, as well as the golden mean derived from it. When visitors view the sculptures, there is a "eureka" moment where they see the face for the first time. This moment symbolizes the experience of the inventor- seeing the same data that everyone else sees, but the inventor seeing something new in that data that no one has ever recognized before. That "eureka" moment also applies to the experience of someone learning something new. There is a beautiful moment when you can see the student's eyes light up and you can tell that they are seeing something new to them for the first time. The Cade museum is built to inspire those moments through their work with artists and scientists, dedicated to discovering a sharing new ideas, new ways of seeing. The sculpture series has become a symbol of the museum and their mission and a teaching tool for explaining the beauty of invention. It also engages visitors at night through custom controlled led lighting of every color.



Invasive

**Steel, Aluminum
(2017)**

12ftW x 12ftD x 12ftH

Base=3'Wx3'D

400 lbs total

(200 lbs each) + weight steel

plate base

\$25,000

An homage to my family members and others who have endured cancer, Invasive is simultaneously beautiful and somewhat strange. On first glance it may seem that this is a sculpture about takes the form of flowers, but upon further review you may recognize the forms as breasts. The work refers to the experiences of my sister and mother who both, after a breast cancer diagnosis, were faced with the terrible decision of how to treat the cancer. The cell pattern of the petal forms reflects the challenge of fighting something so tiny that every cell counts.



**Town of Surfside
Town Commission Meeting
October 12, 2021
7:00 pm**

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

Date: October 12th, 2021
Prepared by: Commissioner Eliana R. Salzhauer
Subject: Police Chief Search

Objective: The Town of Surfside remains committed to public safety and as such seeks to attract qualified candidates to fill the upcoming vacancy of Police Chief created by the pending retirement of Chief Yero.

Consideration: The current HR advertising efforts to fill the role of Police Chief have yielded few candidates. Surfside should consider expanding our search efforts and engaging the services of a recruiter who can strengthen our applicant pool for the manager's consideration.

Recommendation: Authorize expenses to engage the services of a recruiting firm to ensure that Surfside attracts top Police Chief candidates from across the county for the Town Manager to assess and hire.



**Town of Surfside
Town Commission Meeting
October 12, 2021
7:00 pm**

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

Date: October 12th, 2021
Prepared by: Commissioner Eliana R. Salzhauer
Subject: Budget Meeting Fiasco

Objective: The September 30th Budget/Millage Rate Meeting was a complete fiasco. A discussion & investigation into what timeline, expectations, and repercussions were communicated by staff to Commissioners is essential to remedying the results and ensuring that it never happens again.

Consideration: Commissioners are prohibited from discussing Commission business outside of a public meeting. Thus, any discussion regarding the September 30th meeting must occur in this public setting.

Recommendation: Set expectations for more pro-active factual presentation of options at Commission meetings.



**Town of Surfside
Town Commission Meeting
October 12, 2021
7:00 pm**

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

Date: Honorable Mayor, Vice-Mayor and Members of the Town Commission
Prepared by: Commissioner Nelly Velasquez
Subject: Amending the Town's Purchasing code (Chapter 3)

At the November 12, 2019 Commission meeting, a discussion item was presented by the Town Administration seeking direction on updates and amendments to the Town's Purchasing Code (Chapter 3). Specifically, amendments were proposed to the Purchasing Code to increase the expenditure and spending authority of the Town Manager from the current cap of \$8,500 to \$25,000. In addition, the Town Administration sought direction on creating additional exemptions from competitive bidding as set forth in Section 3-13 of the Purchasing Code to address routine and recurring purchases, such as utilities and repairs, maintenance, services and purchases of equipment and materials in connection with all Town facilities and properties. The Town Administration also proposed revisions to Section 3-7 of the Purchasing Code with respect to competitive bidding procedures to amend the small purchases procedures to require three quotes or bids for purchases in excess of \$15,000 (currently required of all purchases with no dollar amount). The Town Commission directed staff to prepare an ordinance amending the Purchasing Code with the recommended updates and revisions for first reading to be considered at the December 10, 2019 Commission meeting.

At its December 10, 2019 meeting, the Town Commission adopted the Ordinance on first reading as presented.

I am requesting that the Town's purchasing code (Chapter 3) be amended to the original form prior to November 12, 2019 commission meeting with the original \$8,500 Town Managers purchasing power.

ORDINANCE NO. 2020-1708

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING CHAPTER 3 “PURCHASING” OF THE TOWN CODE RELATING TO PURCHASING LIMITATIONS AND EXEMPTIONS FROM COMPETITIVE BIDDING; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 3 of the Town Code, “Purchasing”, contains purchasing procedures for the Town of Surfside (“Town”) applicable to expenditure of public funds in connection with procurement and purchasing of good, services and construction; and

WHEREAS, the cost of purchasing goods and services has increased since the purchasing limitations of \$8,500 were established in the Town Code, and timely and effective purchasing is necessary for the proper functionality, operation and efficiency of the Town; and

WHEREAS, the Town Commission wishes to amend Section 3-6(c) of the Town Code to increase the spending limit or authority to \$25,000 without Town Commission approval for the purchase of goods and services; and

WHEREAS, the Town Commission wishes to amend section 3-7 of the Town Code to modify the small purchasing procedures to require three quotes or bids for purchases in excess of \$15,000; and

WHEREAS, the Town Commission wishes to further amend and expand Section 3-13 of the Town Code to provide for additional exemptions from competitive bidding for the purchase of goods and services; and

WHEREAS, the Town Commission finds that amending Chapter 3 of the Town’s Code as set forth herein is in the best interest of the Town, and will provide for the timely and effective purchasing by the Town and promote functionality and operational efficiency.

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

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

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

Section 2. Amending Chapter 3 of the Town Code. That Chapter 3, "Purchasing", of the Town Code is hereby amended and shall read follows:

* * *

Chapter 3 – PURCHASING

Sec. 3-1. - Purpose.

The purpose of the purchasing procedures of the Town of Surfside (hereinafter, "chapter") is to provide for the fair and equitable treatment of all persons involved in purchasing by the town, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

Sec. 3-1.1. - Non-discrimination; contract requirements; waiver.

(a) *Definitions.* As used in this section, the following terms shall have the following meaning:

Boycott means to blacklist, divest from, or otherwise refuse to deal with a nation or country, or to blacklist or otherwise refuse to deal with a person or entity when the action is based on race, color, national origin, religion, sex, gender identity, sexual orientation, marital or familial status, age, or disability in a discriminatory manner. The term boycott does not include a decision based upon business or economic reasons, or boycotts, embargoes, trade restrictions, or divestments that are specifically authorized or required by federal law or state law.

Business means any sole proprietorship, organization, association, corporation, limited liability partnership, limited liability company, or other entity or business association, including wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations awarded a contract pursuant to this article.

(b) *Contract requirements; waiver.*

- (1) The town shall not enter into a contract with a business unless the contract includes a representation that the business is not currently engaged in, and an agreement that the business will not engage in, a boycott, as defined in this section.
- (2) The town commission may, in its sole discretion, elect to waive the requirements of this section upon an affirmative vote when the town commission deems the waiver necessary for the health, safety, or welfare of the town.

Sec. 3-2. - Applicability.

This chapter applies to contracts for the procurement of supplies, services and construction entered into by the town after the effective date of this chapter. It shall apply to every expenditure of public funds by the town for public purchasing irrespective of the source of the funds. When the procurement involves the expenditure of federal assistance or state assistance of contract funds, the procurement shall be conducted in accordance with any mandatory applicable federal law and regulations or state law or regulations. Nothing in this chapter shall prevent the

Town from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

Sec. 3-3. - Public access to procurement information.

Procurement information shall be a public record to the extent provided in F.S. ch. 119, and shall be available to the public as provided in such statute.

Sec. 3-4. - Establishment of purchasing agent.

The town manager or his/her designee (for all purposes) shall be the chief purchasing agent of the town. Subject to the terms of this chapter, and unless the town attorney chooses otherwise, the purchasing agent shall contract for, procure or so process the procurement, purchase, storage and distribution all supplies, materials, equipment and certain contractual services required by any office, department or agency of the town. The purchasing agent shall establish and enforce specifications, inspect or supervise the inspection of all deliveries and have full and complete charge of, and be responsible for, all supplies, materials, and equipment purchased for or belonging to the town. All expenditures pursuant to this chapter shall conform to the provisions of the Town Charter.

Sec. 3-5. - Unauthorized purchases.

Except as herein provided in this chapter, it shall be a violation of this chapter for any town officer, employee, or other person to order the purchase of, or make any contract for, materials, supplies or services within the purview of this chapter, in the name of or on behalf of the town other than through the purchasing agent or a designee of the purchasing agent, and the town shall not be bound by any purchase order or contract made contrary to the provisions herein.

Sec. 3-6. - Purchasing limitations; effect on competitive bidding requirement.

- (a) *Purchases less than ~~\$2,500.00~~15,000.00*. Purchases of, or contracts for, materials, supplies, equipment, improvements or services for which funds are provided in the budget, where the total amount to be expended within a fiscal year is not in excess of ~~\$15,000.00~~ 2,500.00 may be made or entered into by the town manager without submittal to the town commission and without competitive bidding. Single purchases or contracts in excess of ~~\$15,000.00~~ 2,500.00 shall not be broken down to amounts less than ~~\$15,000.00~~ 2,500.00 to avoid the requirements of this section.
- (b) *Purchases of ~~\$15,000.00~~ 2,500.00 or more but less than ~~\$8,500.00~~25,000.00*. Purchases of, or contracts for, materials, supplies, equipment, improvements, or services for which funds are provided in the budget, where the total amount to be expended within a fiscal year is ~~\$2,500.00~~ 15,000.00 or more, but which do not exceed ~~\$8,500.00~~ 25,000.00 may be made, or entered into, by the town manager without submittal to the town commission, but shall require compliance with the competitive bidding requirements set forth in Section 3-7(a) of this chapter. Single purchases or contracts in excess of ~~\$25,000.00~~ 8,500.00 shall not be broken down to amounts less than ~~\$25,000.00~~ 8,500.00 to avoid the requirements of this section.
- (c) *Purchases in excess of ~~\$25,000.00~~8,500.00*. The town commission shall approve all purchases of or contracts for materials, supplies, equipment, public improvements, or

services where the total amount to be expended within a fiscal year is more than ~~\$25,000.00~~ 8,500.00, ~~except expenditures for purchases of equipment or contracts for repairs, maintenance and replacement for public works and utilities where the amount to be expended is less than \$25,000.00.~~

- (d) *Purchases in excess of \$25,000.00.* For purchases in excess of \$25,000.00 the town commission shall follow the formal provisions below as set forth in Section 3-7(b).
- (e) [*Purchases in excess of budget.*] The town manager may not purchase or contract for any item or service which exceeds any budget appropriation until such a time the town commission amends the budget to increase the appropriation to the applicable level.
- (f) *Local preference.* There shall be a five-percent local preference given to local businesses who are holders of current town local business tax receipts for businesses which are physically located within the town limits of Surfside and a three-percent local preference given to local businesses who located outside the corporate limits of the Town of Surfside but are holders of current town local business tax receipts for businesses which are physically located within a ten-mile radius of the corporate limits of the Town of Surfside (hereinafter referred to as "local bidder"). Said five-percent local preference must be asserted by the party seeking it at the time the competitive quotation, bid or proposal is made and shall be calculated by the selection committee evaluating competitive quotations, bids or proposals which are governed by this section of the Code. The local preference shall not apply if the solicitation specifications of the town so state. Further, said local preference, as described above, shall only be applied in certain situations and shall be specifically governed by the below-described limitations:
 - (1) A local preference for competitive quotations, bids or requests for proposals shall only be applied when the funds to be used to purchase said items or pay for such services are general funds of the city and not funds received from the federal government, the State of Florida or Miami-Dade County. In cases of the use of those funds, no local preference shall apply.
 - (2) Local preference shall not apply when the funds to be used for the purchase of such goods or the payment for such services are funds derived from grants or loans from any other governmental entity, including any taxing power approved for a special use by any other governmental agency such as tax increment financing and other approved government grants or loans.
 - (3) That when local preference has been used in computing award recommendations, either for the purchase of goods or for the purchase of services, the town commission shall not reject the low bid solely based upon the locale of the said business, provided however, that if a local bidder has submitted a bid that comes within three-percent of the actual lowest bid, the bid may be awarded to the local bidder automatically, assuming it is otherwise determined to be the lowest most responsive, responsible bidder.

Sec. 3-7. - Competitive bidding procedure.

- (a) ~~Purchases of \$15,000.00 or more but less than \$25,000.00~~ ~~Purchases under \$25,000.00.~~
- (1) Whenever competitive bidding is required by this chapter, the town manager ~~shall~~ may direct that bid proposals which provide specifications for the purchase or contract be prepared.
 - (2) The town manager shall solicit bids from at least three persons or entities engaged in the business of furnishing such materials, supplies, equipment and public improvements or rendering such services.
 - (3) The town manager may publish a public invitation to bid items, ~~under \$25,000.00.~~
 - (4) Bids shall be awarded to the lowest, most responsive, responsible bidder, as determined by the town commission and/or the town manager as the case may be, subject to the right of the town to reject any and all bids, to waive any irregularity in the bids or bidding procedures and subject also to the right of the town to award bids and contracts to bidders other than the low bidder. Until a formal contract is executed, the town reserves the right to reject all bids.
- (b) *Purchases \$25,000.00 or more.* Bids for purchases of \$25,000.00 or more shall be awarded in the same manner as purchases as set forth in ~~subsection 3(a) above,~~ except these additional requirements shall pertain:
- (1) *Conditions for use.* All contracts with the town in amounts over \$25,000.00 shall be awarded by competitive sealed bidding except as otherwise provided in this chapter, or as otherwise approved by town commission.
 - (2) *Invitation for bids.* An invitation for bids (including, but limited to, RFPs and RFQs) shall be issued and shall include specifications and all contractual terms and conditions applicable to the procurement.
 - (3) *Public notice.* Public notice of the invitation for bids shall be given not less than 14 calendar days prior to the date set forth in the notice for the opening of bids. Such notice may be given by publication in a subscription newspaper of general circulation in the town. The notice shall state the place, date, and time of bid opening. All bids shall be received in the town manager's office on, or before, the date and time set forth in the notice.
 - (4) *Bids; bid opening.*
 - a. Sealed bids will be initiated on the outside of the envelope by the person receiving the package, the time and date will be stamped on the envelope which should be marked "important, bid enclosed." The bid package will be held in a secure place until the scheduled time for the bid opening.
 - b. Bids shall be opened publicly, in the presence of one or more witnesses, at the time and place designated in the public notice of the invitation for bids. The amount of each bid and such other relevant information as the town manager deems appropriate, together with the name of each bidder, shall be recorded.

- (5) *Cancellation of invitations for bids or requests for proposals.* An invitation for bids, or request for proposals, or other solicitation may be canceled, or any or all bids or proposals may be rejected in whole, or in part, as may be specified in the solicitation, when it is in the best interests of the town. The reasons therefore shall be made part of the contract file. Each solicitation issued by the town shall state that the solicitation may be canceled and that any bid or proposal may be rejected, in whole or in part, in the best interests of the town. Notice of cancellation shall be sent to all businesses solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any resolicitation or any future procurement of similar items.
- (6) *Correction or withdrawal of bids; cancellation of awards.* In general, bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. However, correction or withdrawal of inadvertently erroneous bids before or after bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted, where appropriate. Mistakes discovered before bid opening may be modified, or the bid may be withdrawn by written or telegraphic notice received in the office designated in the invitation for bids prior to time set for bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the town, or fair competition, shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
- a. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 - b. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the purchasing agent.
 - c. Notwithstanding the foregoing, the town commission shall have the authority to waive any and all irregularities in any and all proposals.

Sec. 3-8. - Award.

- (a) All contracts shall be awarded by the town manager, as stated above, to the lowest responsible and responsive bidder. In addition to price, there shall be considered the following:
- (1) The capacity, ability and skill of the provider to perform the contract;
 - (2) Whether the provider can perform the contract within the time specified without delay or interference;
 - (3) The character, integrity, reputation, judgment, experience and efficiency of the provider;
 - (4) Professional licensure required when service of a skilled nature as required by law to perform such service and/or skill;
 - (5) The quality of performance of previous contracts;

- (6) The previous and existing compliance by the provider with laws and ordinances relating to the contract;
 - (7) The ability of the provider regarding future maintenance and service for the use of the subject of the contract;
 - (8) The town manager may, by administrative order, establish a set of criteria of a numerical nature that may be utilized in awarding contracts hereunder.
- (b) The contract shall be awarded by the town manager or the town commission, as the case may be, with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.
 - (c) In the event the lowest, most responsive and responsible bid for a project exceeds available funds, and the town commission does not make available additional funds, the town manager is authorized, when time or economic considerations preclude resolicitation of bids, to negotiate an adjustment of the bid price as long as the scope of work is not changed with the lowest, most responsive and responsible bidder, in order to bring the bid within the amount of available funds. Final negotiation shall be in written form as approved by the town manager.
 - (d) The town retains the right to reject all bids should negotiations fail. This negotiation may not be used to ascertain the lowest responsive and responsible bid.
 - (e) Until a formal contract is executed, the town reserves the right to reject all bids.

Sec. 3-9. - Responsibility of bidders or offerors.

If a bidder or offeror who otherwise would have been awarded a contract is found nonresponsible, a written determination of non-responsibility, setting forth the basis of the finding shall be prepared by the town manager or the purchasing agent. Grounds for determination of nonresponsibility may include, but are not limited to, the unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to nonresponsibility. A copy of the determination shall be sent promptly to the nonresponsible bidder or offeror. The final determination shall be made part of the contract file and be a public record.

Sec. 3-10. - One response.

If only one responsive bid or proposal for commodity or contractual service is received, in response to an invitation for bid/proposal, an award may be made to the single bidder/proposer, if the town manager finds the price submitted is fair and reasonable, and that other prospective bidders had reasonable opportunity to respond, or there is not adequate time for resolicitation. Further, the town manager reserves the right, if it is in the best interests of the town, to negotiate with the sole bidder/proposer for the best terms, conditions and price. The town manager shall document the reasons that such action is in the best interest of the town. Otherwise, the bid/proposal may be rejected and:

- (1) New bids or offers may be solicited;
- (2) The sole bid/proposal may be rejected;

- (3) If the town manager determines in writing that the need for the supply or service continues, but that the price of the one bid/proposal is unreasonable and there is not time for resolicitation or resolicitation would likely be futile, the procurement may then be conducted under section 3-13(4) or (6), as appropriate.

Sec. 3-11. - Bidding documentation to remain property of town.

All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the town and will not be returned to the bidders. In the event of contract award, all documentation and work product produced as part of the contract shall become the exclusive property of the town. This subsection is applicable to request for proposal and request for letter of interest documents, which also become property of the town.

Sec. 3-12. - Waiver of competitive bidding procedures.

The town commission may authorize the waiver of competitive bidding procedures upon the recommendation of the town manager that it is in the town's best interest to do so, to obtain goods and services which cannot be acquired through the normal purchasing process due to insufficient time, the nature of the goods or services, or other factors. Purchases authorized by waiver process shall be acquired after conducting a good faith review of available sources and negotiation as to price, delivery and terms.

Sec. 3-13. - Exemptions from competitive bidding.

The following shall be exempt from the competitive bidding procedures outlined in this chapter:

- (1) Transactions described in section 3-6 of this chapter.
- (2) Contracts for professional services, except for those contracts ~~of more than \$8,500.00 for professional services~~ governed by F.S. § 287.055 (the Consultants Competitive Negotiations Act).
- (3) Purchases made under state general service administration contracts, federal, county or other governmental contracts, ~~or~~ competitive bids with other governmental agencies, or through cooperative purchasing.
- (4) Purchases arising out of or because of emergencies which shall be defined as a situation, occurrence or matter necessitating immediate or quick action and not permitting adequate time to utilize the competitive bidding process. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.
- (5) Under circumstances where time constraints do not permit the preparation of clearly drawn specifications or situations where, after competitive bidding, no bids meeting bid requirements are received, all compliant bids received are too high, or all bids are rejected for failure to meet bid requirements (i.e., bids are noncompliant).

- (6) Supplies, equipment or services available from a sole source only may be exempted from the bidding requirements of this chapter by the town manager upon the filing of a written request by a department head to the town manager outlining the conditions and circumstances involved, after conducting a good faith review of available sources, a contract may be awarded without competition when the town manager or purchasing agent determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the town. The town manager or purchasing agent shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be available as a public record and shall identify each purchase order and/or contract.
- (7) Exempt contractual services and products. Other exempt contractual services and products not subject to the competitive procurement requirements of this Code are listed as follows:
- a. ~~Academic program reviews or lectures or seminars by individuals~~ Postage, common carrier shipments, paralegal services, expert witnesses, court reporters, abstracts of titles for real property, and title insurance for real property;
 - a.b. Memberships dues for professional, trade or other similar organizations, job-related travel, seminars, tuition, registration fees, training, and health and employment related screenings and inquiries;
 - b.c. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting, sculpture and the like. ~~However, contracts for artistic instructors, coaches and assistants are deemed contractual services subject to the requirements of competitive procurement.~~
 - e.d. Performing artists, event organizers, and entertainment, recreational and sports providers, ers as approved by the town manager/~~purchasing agent~~ when deemed in the town's best interests, for the benefit of the citizens of Surfside and the general public at any town sanctioned activityfunction.
 - d.e. Advertising, legal notices, promotional materials, and patented and/or copyrighted materials;
 - e.f. ~~A P~~ Public works and utilities purchases or contracts for materials, supplies, equipment, public improvements or services, repairs, maintenance and replacements, related to all Town facilities, properties, fleet and infrastructure, including but not limited to, stormwater, electric, lighting, water, sewer, ~~telephonetelecommunications,~~ roads, buildings, and sidewalks;
 - g. Items purchased for resale to the public;
 - h. Services provided by institutions of higher learning, non-profit organizations, and other governmental entities;
 - i. Food and catering services;
 - j. Renewal of software and hardware licenses and maintenance agreements; and

f.—Parts and supplies required for Town operations and administration, including, but not limited to, bathrooms, breakroom, office and police or public safety-related supplies and equipment.

- (8) Competitive proposals shall not be required when a purchase is made for materials, equipment, prefabricated elements and components, appliances, fixtures and supplies, bought under a sales tax saving procedure constituting part of a construction project award, which construction contract has been awarded in accordance with this chapter.

Sec. 3-14. - Contract administration.

- (a) A contract administration system designed to ensure that a bidder/offeror/contractor is performing in accordance with the solicitation under which a contract was awarded and the terms and conditions of the contract shall be maintained by the town manager.
- (b) All determinations and other written records pertaining to the solicitation, award or performance of a contract shall be maintained for the town in a contract file by the town manager and be retained and disposed of in accordance with the records retention guidelines and schedules approved by the town clerk.

Sec. 3-15. - Protest procedures.

This article shall govern any protest made by a participant in any competitive process utilized for the selection of a person or entity in regard to any response to a town request for proposal/invitation to bid and/or request for qualification ("request for proposals").

- (1) Protest of any town recommendation for an award in response to a request for proposals shall be filed with the town clerk and mailed by the protesting to all participants in the competitive process within seven days of the town's recommendation for an award or the town's actual award whichever comes first. Such protest shall be in writing, shall state the particular grounds on which it is based, shall include all pertinent documents and evidence and shall be accompanied by a cashier's check in the amount of \$250.00 to reimburse the town for all administrative costs associated with the appeal process. Any grounds not stated shall be deemed waived.
- (2) Protests shall be referred by the town clerk to the town attorney who shall select a hearing examiner who shall hold a hearing and submit written findings and recommendations within ten days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the town's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the town clerk.
- (3) Hearing examiners may be retired judges, certified mediators or other impartial parties as selected by the town attorney.
- (4) The hearing examiner's findings and recommendations shall be presented to the town commission for final action at the next regular or specially scheduled meeting. Notice shall be mailed to all participants in the competitive process at least seven days in advance of any final action by the town commission. The notice shall include the hearing examiner's findings and recommendations.

- (5) Failure to follow the protest procedures set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror or contractor.

Sec. 3-16. - Ethics in public contracting.

In addition to all ethical rules and guidelines set forth by the commission on ethics, the Code of the Town of Surfside, the Miami-Dade County Code, as applicable to the Town of Surfside, and the State of Florida, the town manager may impose any one or more of the following sanctions on a town employee for violations of ethical standards set forth by the town, Miami-Dade County or the State of Florida including, but not limited to, oral or written warnings or reprimands, suspension with or without pay for specified periods of time or termination of employment. For nonemployees, for violations of ethical standards, the town commission may terminate any contract with the Town of Surfside.

* * *

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

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

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

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

PASSED on first reading on the 10 day of December, 2019.

PASSED AND ADOPTED on second reading on the 14 day of January, 2020.

First Reading:

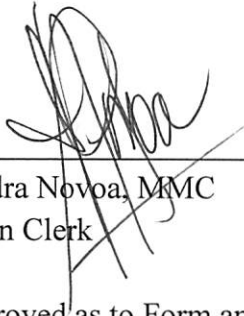
Motion by: Vice Mayor Gielchinsky
Second by: Commissioner Karukin

Second Reading:

Motion by: Commissioner Karukin
Second by: Commissioner Cohen

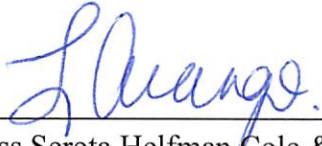


Daniel Dietch, Mayor



Sandra Novoa, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:



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

FINAL VOTE ON ADOPTION

Commissioner Daniel Gielchinsky	<u>Yes</u>
Commissioner Michael Karukin	<u>Yes</u>
Commissioner Tina Paul	<u>Yes</u>
Vice Mayor Barry Cohen	<u>Absent</u>
Mayor Daniel Dietch	<u>Yes</u>