



**Town of Surfside
Regular Town Commission Meeting
AGENDA
November 9, 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. McCready, Town Clerk

- **Planning and Zoning Board – Commissioner Salzhauer**
- **Budget Committee - Mayor Burkett**
- **Parks and Recreation Committee – Vice Mayor Paul**
- **Personnel Appeals Board – Mayor Burkett**
- **Personnel Appeals Board – Commissioner Kesl**
- **Personnel Appeals Board – Commissioner Salzhauer**
- **Personnel Appeals Board – Commissioner Velasquez**

G. Undergrounding Update Presentation and Discussion - Andrew Hyatt, Town Manager [Pages 1-9](#)

H. Presentation of the 2021 Public Pension Standards Award - Andrew Hyatt, Town Manager [Page 10](#)

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 11-118**

- 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
- October 12, 2021 Regular Town Commission Meeting Minutes

***B. Town Manager’s Report** – Andrew Hyatt, Town Manager **Pages 119-129**

***C. Town Attorney’s Report** – Weiss Serota, Town Attorney **Pages 130-142**

D. Committee Reports - Andrew Hyatt, Town Manager **Pages 143-184**

- August 23, 2021 Special Parks and Recreation Committee Meeting
Minutes
- September 30, 2021 Planning and Zoning Board Meeting Minutes
- October 14, 2021 Planning and Zoning Board Zoning Code Workshop
Minutes

E. Resolution Authorizing the Renewal of the Agreement with Thomson Reuters West Publishing for CLEAR Investigative Tool for Fiscal Years 2021-2024 - Andrew Hyatt, Town Manager **Pages 185-191**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RENEWAL OF AGREEMENT WITH THOMSON REUTERS WEST PUBLISHING CORPORATION FOR CLEAR INVESTIGATIVE TOOL FOR FISCAL YEARS 2022-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

F. Resolution Authorizing Law Enforcement Mutual Aid Agreement between the Town of Surfside and the City of North Miami- Andrew Hyatt, Town Manager **Pages 192-203**

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

G. Resolution Authorizing Expenditure of Forfeiture Funds for FY 2021-2022 - Andrew Hyatt, Town Manager [Pages 204-209](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FISCAL YEAR 2022 POLICE FORFEITURE FUND EXPENDITURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

H. Approval of 2022 Regular Town Commission Meeting Dates and Agenda Deadlines – Sandra N. McCready, Town Clerk [Page 210](#)

I. Authorization to Expend to Preserve Historical Town Documents – Sandra N. McCready, Town Clerk [Pages 211-247](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF SERVICES FROM KOFILE TECHNOLOGIES, INC. FOR PRESERVATION. ARCHIVAL AND DIGITIZATION OF HISTORICAL TOWN DOCUMENTS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS A SOLE SOURCE PROVIDER; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH SERVICES AND/OR AGREEMENT AS DEEMED NECESSARY BY THE TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

J. Robert Fisher Historic Designation by the Town of Surfside Proclamation Approval - Andrew Hyatt, Town Manager [Pages 248-249](#)

K. Town Hall Fire Alarm System Upgrade - Andrew Hyatt, Town Manager [Pages 250-271](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A TOWN HALL FIRE ALARM SYSTEM UPGRADE FROM SCIENS BUILDING SOLUTIONS, LLC C/O EMPIRE FIRE SAFETY; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- L. **FY 2021 Budget Amendment Resolution No. 11- Andrew Hyatt, Town Manager** [Pages 272-276](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A TOWN HALL FIRE ALARM SYSTEM UPGRADE FROM SCIENS BUILDING SOLUTIONS, LLC C/O EMPIRE FIRE SAFETY; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- M. **Resolution Urging the Florida Service Commission to Reject or Reduce FPL's Proposed Rate Increase – Vice Mayor Tina Paul** [Pages 277-280](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA PUBLIC SERVICE COMMISSION (PSC) TO REJECT FLORIDA POWER & LIGHT'S (FPL) REQUEST FOR A BASE RATE INCREASE AND RATE UNIFICATION, AND TO REJECT THE PROPOSED MINIMUM MONTHLY CHARGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

4. Ordinances

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

A. Second Reading Ordinances

1. **Ordinance to Amend Side Setback in H120 District – Tony Recio, Town Attorney** [Pages 281-288](#)

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.

(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. Champlain Towers South Collapse Investigation – Destructive Testing -

Andrew Hyatt, Town Manager [Pages 289-292](#)

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. FY 2022 Budget Amendment Resolution No. 1 - Andrew Hyatt, Town Manager

[Pages 293-296](#)

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.

C. Resolution in Support of the Sister Bays Program – Vice Mayor Tina Paul

[Pages 297-301](#)

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, EXPRESSING SUPPORT FOR THE SISTER BAYS PROGRAM AND URGING COASTAL COMMUNITIES THROUGHOUT THE COUNTY TO SUPPORT THE PROGRAM; ENCOURAGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO DEVELOP A MEMORANDUM OF UNDERSTANDING FOR THE SISTER BAYS PROGRAM; PROVIDING FOR TRANSMITTAL; 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

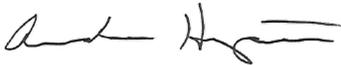
9. Mayor, Commission and Staff Communications

- A. Champlain Tower South Memorial** – Vice Mayor Paul **Pages 302-315**
- B. Amending the Town’s Purchasing Code (Chapter 3)** – Commissioner Nelly Velasquez **Page 316-328**
- C. Ending Option to Contribute to Parking Fund in Lieu of Having Required Parking in Building Plans** – Commissioner Charles Kesi **Pages 329-334**
- D. Demolition by Neglect** - Mayor Charles W. Burkett **Pages 335-337**
- E. Excessive Homeless Contribution Made by the Former Commission** - Mayor Charles W. Burkett **Pages 338-345**
- F. Lowering of Property Taxes and Water Bills – Staff Report** – Andrew Hyatt, Town Manager **Page 346**
- G. Climate Environmental Collective Revised** - Vice Mayor Tina Paul **Pages 347-349**
- H. Amending Town Code Section 2-237 Business Relationships** – Commissioner Eliana Salzhauer **Pages 350-355**
- I. Community Center Pool Deck Lighting - Staff Report** – Andrew Hyatt, Town Manager **Pages 356-357**
- J. Community Center Second Floor – Staff Report** - Andrew Hyatt, Town Manager **Page 358**
- K. Amend Tourist Board Ordinance** – Commissioner Nelly Velasquez **Page 359**
- L. Legally Defective Charter Amendment Vote in 2012** – Mayor Charles W. Burkett **Pages 360-387**
- M. Cone of Silence/Secrecy** – Mayor Charles W. Burkett **Page 388**
- N. License Plate Readers** – Mayor Charles W. Burkett **Page 389**
- O. Cancel Culture in Surfside** - Mayor Charles W. Burkett **Pages 390-396**
- P. Permit Process** - Mayor Charles W. Burkett **Pages 397-408**
- Q. High Water Bill** – Mayor Charles W. Burkett **Pages 409-410**
- R. Increased Commercial Airliner Flights over Surfside** - Mayor Charles W. Burkett **Page 411**
- S. Purchase of Electric Vehicles** - Mayor Charles W. Burkett **Page 412**
- T. One-way Automatic Gate at 96th Street and Bay Drive** - Mayor Charles

- W. Burkett [Page 413](#)
- U. **Draconian Fines for Residents** - Mayor Charles W. Burkett [Pages 414-420](#)
- V. **Surfside's Brand Name, Miami's Uptown Beach Town** – Mayor Charles W. Burkett [Page 421](#)
- W. **Daylight Plane Requirement for New Construction** – Commissioner Charles Kesl [Pages 422-424](#)
- X. **Abandoned Sports Equipment on Streets, Unmarked Unattended** – Commissioner Charles Kesl [Pages 425-426](#)
- Y. **Epinephrine Auto-Injectors (EpiPen) Policy Discussion** - Commissioner Eliana Salzhauer [Pages 427-430](#)
- Z. **Private Security Service** – Mayor Charles W. Burkett [Page 431](#)
- AA. **Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe** – Commissioner Eliana Salzhauer [Pages 432-461](#)
- BB. **Remote Participation by Commissioners** – Commissioner Charles Kesl [Page 462](#)
- CC. **Raising Houses in Surfside to Make our Town More Resilient and Sustainable** – Mayor Charles W. Burkett [Pages 463-506](#)
- DD. **Champlain South Memorial Park at 88th Street End** - - Commissioner Eliana Salzhauer [Pages 507-513](#)
- EE. **Budget Meeting Fiasco** - Commissioner Eliana Salzhauer [Page 514](#)
- FF. **Zoning In Progress Extension** – Tony Recio, Town Attorney [Pages 515-521](#)
- GG. **Ocean Front Grant Study Program** – Commissioner Nelly Velasquez [Pages 522-526](#)
- HH. **Ballot Question for March 15, 2022 Elections** – Commissioner Nelly Velasquez [Page 527](#)
- II. **Art in Public Spaces Committee** – Commissioner Charles Kesl [Pages 528-529](#)

10. Adjournment

Respectfully submitted,



Andrew Hyatt
Town Manager

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

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

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN

CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsursidefl.gov.

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

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



UNDERGROUNDING OF UTILITIES	SHEET 2
PHASE I	OF
OVERALL PROJECT KEY MAP	C-100
KCI PROJECT NUMBER: 482021474.00	DATE: OCTOBER 28, 2021

TOWN OF SURFSIDE
 9203 HARDING AVENUE
 SURFSIDE, FLORIDA 33154

NOT FOR CONSTRUCTION

REVISION	DATE	BY	DESCRIPTION

DESIGNED	
DRAWN	
CHECKED	
APPROVED	

ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
 1420 W. Cypress Creek Road, Suite 101
 Fort Lauderdale, FL 33309 • 954.776.1088 • www.kci.com
KCI
 CERTIFICATE OF AUTHORIZATION NO. 4699

11/1/2021 2:10 PM L:\Projects\482021474\Overall Project Key Map.dwg



2100 W. Cypress Creek Rd.
Fort Lauderdale, FL 33309

CONSTRUCTION DWG.

PROJECT LOCATION
ALL ROADS
E/OF BAY
SURFSIDE, FLORIDA

PROJECT NAME & ADDRESS
SURFSIDE
NO ADDRESS

DWG. TYP.: PLAN VIEW
COUNTY: MIAMI-DADE

T: S R: E: S:

SHEET: 11 SCALE: 1"=100'
DWG # ALP21030
DATE CREATED: 6/17/21
DATE REVISED:

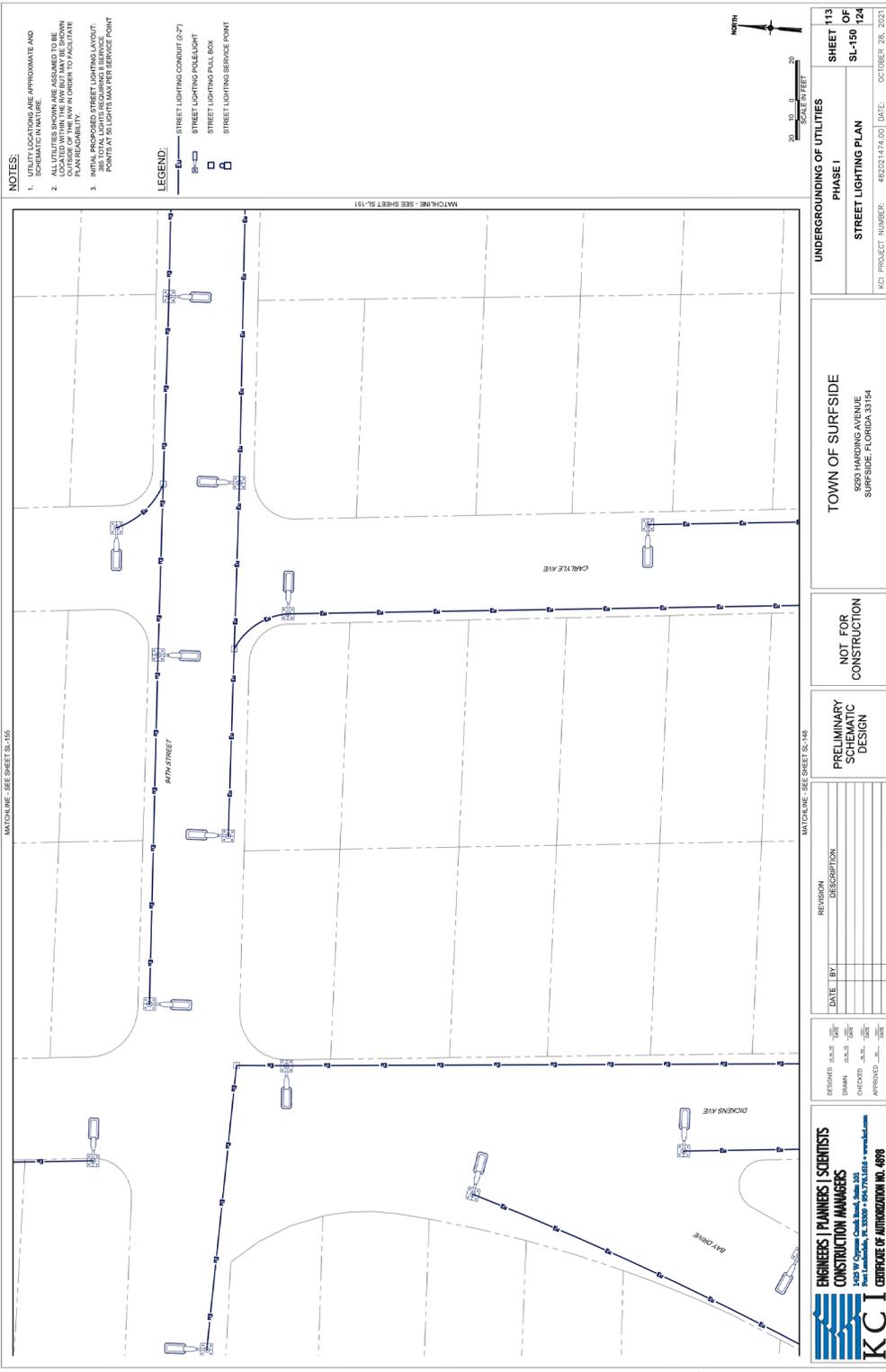
X	D2	D3
E1	E2	E3
F1	F2	F3

LEGEND

- PROPOSED HH (36"x24") ■ (HW)
- PROPOSED DISTRIBUTION BOX ■ (H)
- PROPOSED TRUNK 2" HDPE CONDUIT —
- PROPOSED FEEDER 2" HDPE CONDUIT —
- PROPOSED DROPS 1" CONDUIT —

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NOTES:

- UTILITY LOCATIONS ARE APPROXIMATE AND SCHEMATIC IN NATURE.
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- UTILITY LOCATIONS ARE APPROXIMATE AND SCHEMATIC IN NATURE.

LEGEND:

- STREET LIGHTING CONDUIT (0-27)
- STREET LIGHTING POLE/LIGHT
- STREET LIGHTING PULL BOX
- STREET LIGHTING SERVICE POINT



MATCHLINE - SEE SHEET SL-155 (Left) MATCHLINE - SEE SHEET SL-151 (Right)

UNDERGROUNDING OF UTILITIES	SHEET 113
PHASE I	OF
STREET LIGHTING PLAN	SL-150
	124
KCI PROJECT NUMBER: 482021474.00	DATE: OCTOBER 28, 2021

TOWN OF SURFSIDE
 5293 HARDING AVENUE
 SURFSIDE, FLORIDA 32154

NOT FOR CONSTRUCTION

PRELIMINARY SCHEMATIC DESIGN

REVISION	DESCRIPTION	DATE	BY

DESIGNED	DATE	BY
DRAWN	DATE	BY
CHECKED	DATE	BY
APPROVED	DATE	BY

ENGINEERS | PLANNERS | SCIENTISTS
CONSTRUCTION MANAGERS
 1424 W. Century Court, Suite 100
 Fort Lauderdale, FL 33309-3907
 www.kci.com

KCI
 CENTRE OF INNOVATION FL. 409

PROJECT: 482021474.00 - SURFSIDE - UNDERGROUNDING PHASE I UTILITIES/LOT 174.00 STREET LIGHTING SHEET (02/01)

HPF ASSOCIATES, INC

Town of Surf Side Utility Undergrounding

Executive Summary

November 1, 2021

Over the past eight months HPF Associates along with KCI Engineering (KCI) have been gathering information from Town records, field observations, and input from various utility providers in an effort to prepare a probable cost estimate for the conversion of existing overhead utilities primarily focused on the 1249 single family residential neighborhood bounded by 96th Street on the North, 88th Street on the south, Harding Avenue on the East, and Bay Drive on the west. The commercial alley and corridor between Collins and Harding are include in the estimate as an allowance due to lack of design information from the utility companies.

A Binding Cost Estimate was received from FPL, a detailed quotation was submitted by Atlantic Broadband (ABB), a linear footage price was presented by Hotwire, all based on preliminary designs created by the responsible party. No definitive design nor formal cost input was prepared by ATT.

The work effort accomplished by KCI included an overview field examination of existing conditions and verifying information provided by the Town's Public Works department and examination of public records. The primary focus of the task was the compilation of the design data received from the utility companies combining them into a single set of documents comprised of over 60 drawings. These plans allow for the most cost-effective solution to the relocation of the existing overhead facilities, including surface excavation, directional boring, and utilization of existing raceways previously placed by the Town.

The estimate of probable cost presented herein by HPF is separated into Direct Utility Conversion activities, Final Conversion of individual residences including restoration expense, the previously noted Commercial Corridor, A comprehensive neighborhood Streetlighting project, Professional and Legal Expenses and an overall project contingency.

The analysis of the utility design input and documents prepared by KCI were then inputted into current industry costs factored to the anticipated commencement and completion of the project. Present COVID driven costs and material inflation upward spiral trends were discounted as normalization of costs will undoubtedly adjust over the duration of the project.

Summary – The anticipated probable cost is \$37,178,511.98 with a duration of 72 months including completion of design, bidding, construction contract finalization and physical installation.

We welcome the opportunity to further enhance this report during Commission meetings and public workshops as the case may warrant.

HPF ASSOCIATES, INC

TOWN OF SURFSIDE FLORIDA

2021 Utility Underground Conversion

2-Nov-21

Town Wide

Initial Estimate for Utility Undergrounding

ToSS Installs Conduit, Concrete bases, and Miscellaneous Equipment

Description	Unit	Unit Price	Quantity	Extension
FPL UG Installation Fee (Binding Cost Estimate)	LS	\$ 4,874,370	1	\$ 4,874,370.00
ATT UG Installation Fee	Est.	\$ 1,186,025	1	\$ 1,186,025.00
ABB UG Installation Fee	Quote	\$ 1,174,794	1	\$ 1,174,794.00
Hot Wire Installation Fee	Est.	\$ 726,000	1	\$ 726,000.00
Total FEEs				\$ 7,961,189.00
FPL Conduit	LF	9.10	278,540	\$ 2,534,221.00
FPL Structures, Handholes, Etc	Est		362	\$ 1,594,115.00
FPL Total				\$ 4,128,336.00
ATT Conduit	LF			\$ 2,113,308.00
ATT Structures	Est			\$ 1,438,848.00
ATT Total				\$ 3,552,156.00
ABB Total	LF			\$ 1,809,801.00
Hotwire Total	LF			\$ 1,579,985.00
Town of Surfside Conduit	LF			\$ 1,432,603.00
Town of Surfside Structures	Est			\$ 82,434.00
Town of Surfside Total				\$ 1,515,037.00
Miscellaneous Required Activities	Est			\$ 3,946,840.00
Total Utility Installation				\$ 16,532,155.00
Residential Conversion	EA	\$ 1,750.00	1,249	\$ 2,185,750.00
Common Area Restoration	Est			\$ 1,843,625.00
Commercial Conversions	AL			\$ 475,000.00
Streetlighting	LS			\$ 4,619,000.00
Professional / Legal Services	Est		62 Mths	\$ 2,655,000.00
Contingency	%		2.5	\$ 906,792.98
Grand Total				\$ 37,178,511.98

Notes
 FPL Proposal
 Pending Final Quote
 Pending Revised Quote
 Pending Final Quote



Public Pension Coordinating Council

***Public Pension Standards Award
For Funding and Administration
2021***

Presented to

Retirement Plan for Employees of the Town of Surfside

In recognition of meeting professional standards for
plan funding and administration as
set forth in the Public Pension Standards.

Presented by the Public Pension Coordinating Council, a confederation of

National Association of State Retirement Administrators (NASRA)
National Conference on Public Employee Retirement Systems (NCPERS)
National Council on Teacher Retirement (NCTR)

A handwritten signature in black ink that reads 'Alan H. Winkle'. The signature is fluid and cursive.

Alan H. Winkle
Program Administrator



**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 McCreedy 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 McCreedy 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 McCreedy 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 Kesl 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 of Surfside
Regular Town Commission Meeting
MINUTES
October 12, 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 McCreedy called the roll with the following members present:

Present: Mayor Charles Burkett, Vice Mayor Tina Paul, Commissioner Nelly Velasquez, Commissioner Eliana Salzhauer (arrived at 7:19 p.m.) and 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 Commissioner Kesl to add for reconsideration the COVID-19 Kiosk, seconded by Vice Mayor Paul. The motion failed with a 2-2 vote with Commissioner Salzhauer absent, Mayor Burkett and Commissioner Velasquez voting in opposition.

Commissioner Kesl stated that this is important for the businesses, employees and residents in the Town of Surfside.

Commissioner Velasquez stated that she does not feel that they should be bringing sick people into our Town with the elderly people we have.

Vice Mayor Paul supports this and stated that she spoke to a friend of hers that is a doctor in New York and stated that testing is crucial in preventing COVID and believes it is beneficial to the community.

Commissioner Velasquez stated that there are several testing centers in Haulover, Bay Harbor, Miami Beach and other areas.

Mayor Burkett stated that the church on Harding Avenue has a testing site.

Town Manager Hyatt stated that they did receive a building permit but have had a small turnout.

Mayor Burkett stated that he agrees with Commissioner Velasquez.

Town Attorney Arango stated this is the motion for adding it to the agenda, not the merits of the item.

A motion was made by Commissioner Velasquez to move the following items under 9A (Champlain Tower South Memorial Wall and Permanent Memorial), item 9DD (Police Chief Search) and item 9FF (Amending the Town's Purchasing Code (Chapter 3) after 9A, then 9CC linked to item 9A (Champlain Tower South Memorial Wall and Permanent Memorial), seconded by Vice Mayor Paul. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

Commissioner Kesl advised the Commission that he will have to leave at 8:00 p.m.

E. Community Notes – Mayor Charles W. Burkett

F. Appointment to Boards and Committees – Sandra N. McCreedy, Town Clerk

- **Planning and Zoning Board – Commissioner Salzhauer**

No appointment was made by Commissioner Salzhauer at this time.

- **Planning and Zoning Board – At-Large**

A motion was made by Vice Mayor Paul to appoint Carolyn Baumel as the second alternate to the Planning and Zoning Board, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

- **Pension Board – At-Large**

A motion was made by Vice Mayor Paul to appoint Valentine Whittaker to the Pension Board, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Salzhauer absent.

- **Personnel Appeals Board** – Mayor Burkett

No appointment was made by Mayor Burkett at this time.

- **Personnel Appeals Board** – Commissioner Kesl

No appointment was made by Commissioner Kesl at this time.

- **Personnel Appeals Board** – Commissioner Salzhauer

No appointment was made by Commissioner Salzhauer at this time.

- **Personnel Appeals Board** – Commissioner Velasquez

No appointment was made by Commissioner Velasquez at this time.

- **Tourist Board** - Mayor Burkett

Mayor Burkett appointed Diana Gonzalez to the Tourist Board.

- **Budget Advisory Committee** – Mayor Burkett

No appointment was made by Mayor Burkett at this time.

G. Undergrounding Update Presentation – Andrew Hyatt, Town Manager *{Verbal}*

Town Manager Hyatt introduced Paul Abbott, consultant to make the presentation of the undergrounding and specifics of the project.

Commissioner Velasquez asked regarding the transfer switch boxes.

Mr. Abbott stated that the Vista acts as a safety device. He continued with the presentation.

Commissioner Salzhauer asked regarding restoring everyone's driveways and where the device would be located.

Mr. Abbott addressed the comments made by Commissioner Salzhauer and the process of the undergrounding, as well as the boring and he stated that there will be multiple borings. He also stated that there is limited area.

Mayor Burkett stated that it is a complicated process and asked where the boring would take place.

Mr. Abbott stated that there will be areas and some feeders will be affected during the boring. He also described the process and time frame.

Mayor Burkett asked Mr. Abbott if they pull the wire in advance.

Mr. Abbott stated that they will make sure the conduit works before they pull the lines.

Commissioner Salzhauer asked how long they will be without access to their homes.

Mr. Abbott stated that they will always have access to their property and it will take approximately a week for the work to be done and the resident's driveway be restored.

Commissioner Kesl likes the presentation because Mr. Abbott is providing pros and cons. He spoke regarding the boxes and people have to understand what it will do to their environment.

Mr. Abbott continued with the presentation and showed the pictures of the boxes.

Vice Mayor Paul asked where the boxes would be placed.

Mr. Abbott spoke regarding the different phases and pinpoint where a transformer would be placed.

Commissioner Salzhauer asked the approximate size of the transformer.

Mr. Abbott stated that it would 2 feet x 3 feet by 2 ½ feet high.

Commissioner Salzhauer asked if they would have a mock up before it goes to the voters.

Commissioner Velasquez asked regarding the smaller boxes she has seen.

Mr. Abbott stated the smaller boxes are not underground electrical, they are either cable or phone. He stated that most likely there will be a smaller pedestal in every 3 or 4 homes.

Commissioner Salzhauer asked if there is any concern of the boxes releasing some type of waves or production of anything that is unsafe.

Mr. Abbott stated that there are no waves being released or produced with undergrounding and works very well if it is exposed to water.

Mr. Abbott stated that they are looking at staying on the asphalt area and away from the landscaping. He addressed questions regarding the cost and he stated that the cost is more because they have to put back the asphalt.

Vice Mayor Paul asked if they will be able to see how it will look as it pertains to the placement.

Mr. Abbott stated that they will have a chance to see it and provided the presentation and spoke regarding the LED lighting on the light posts.

Discussion took place among the Commission regarding the light posts and their height as it pertains to weather resistant and making sure the street lights are strong.

Mr. Abbott stated that due to the delay of the delivery of the documents to FPL, they currently do not have the cost of the project. He stated that they will have the information for the November meeting. He stated that right now, based on bids they received for Sunny Isles work they did, with one less cable provider than Surfside, the range will be between \$25 to \$30 million dollars including the street lighting project, which is a \$4 million dollar project on its own. He stated the budget 10 years ago included leaving some of the old poles and putting decorative copper tops.

Commissioner Salzhauer stated this is for the voters to decide and asked how much they are spending before getting to the poles. She also asked how much would it cost to get this to the voters before the project starts.

Mr. Abbott stated that he would defer to Assistant Town Manager Greene and stated about \$400,000.

Commissioner Salzhauer asked how much more they will have to spend before it gets to the voters.

Mr. Abbott stated that he cannot state currently but legal fees include the easements.

Commissioner Velasquez asked if the legal fees and 25% deduction is included in the \$25-\$30 million price.

Mr. Abbott stated that they do not take away the poles until the underground system is made live and that is why the project is broken down in three phases.

Mayor Burkett asked what the 25% discount is against. He asked if Mr. Abbott will be able to validate the cost.

Mr. Abbott stated they are raw costs and they have looked over the cost with FPL and have brought it back to them with any discrepancies.

Mayor Burkett asked regarding the yellow portion on the zoning map.

Mr. Abbott stated that is based on surveys and KCI did that map.

Vice Mayor Paul asked for Mr. Abbott to elaborate on the cost per resident.

Mr. Abbott stated that is included in the overall budget which is about \$2 million and the Commission can decide if to charge each individual homeowner.

Commissioner Kesl left the meeting at 8:02 p.m.

Mr. Abbott stated that some of the modern homes are already undergrounded and in some homes the box will be replaced.

Commissioner Velasquez stated that the homeowners will not be paying for this.

Commissioner Salzhauer spoke regarding some of the buildings on Collins Avenue that are already underground and those condominium owners would have to pay a part of the project.

Mayor Burkett stated that everyone is paying for this because they are taking a \$30 million loan.

Assistant Town Manager Greene addressed the comments made by the Commission regarding the cost.

Further discussion took place among the Commission and Mr. Abbott regarding the cost and what is included.

Commissioner Salzhauer asked if next month they will tell the Commission the number and if that will be the number that they can give to the voters.

Mr. Abbott addressed the comments made by Commissioner Salzhauer and stated that FPL is only one piece, you have other elements that make up the entire budget as well.

Commissioner Salzhauer stated that they should get everyone that is interested in joining to do so.

Mr. Abbott stated that they are adding additional conduits in the event someone else would like to buy in to it.

2. Quasi-Judicial Hearings – N/A

3. Consent Agenda.

Town Attorney Arango stated that she is seeking direction from the Commission to expend the funds for the investigation.

Commissioner Salzhauer asked how much this investigation would cost.

Town Attorney Arango stated it is \$250.00 an hour and not to exceed \$25,000.

Commissioner Salzhauer stated that she is aware that they cannot talk about this but knows that there is an issue and would like to address this with more HR work and changing the guards in some roles. She stated that this continues to be a recurring problem and if the person does not want an investigation, then they should not have an investigation. She stated that the investigation only addresses if there is merit and not the actual problem. She stated that she does not see enough women in power in Town Hall.

Town Attorney Arango stated that they have a policy on how to address these circumstances.

A motion was made by Vice Mayor Paul to authorize the Town Attorney not to exceed \$15,000 for the investigation, seconded by Commissioner Velasquez. The motion carried with a 5-0 vote.

Vice Mayor Paul stated that it is important to find out what occurred and get to the bottom of this.

Commissioner Salzhauer stated that she is fine with doing the investigation, she is just getting impatient. She spoke regarding the police chief openings and she wants to see more women in control in different positions in Town.

Commissioner Velasquez stated that finding a more qualified person should not be based on race, sex or ethnicity. She wants to stop the speeding on Harding Avenue and Collins Avenue and she would like to find a Police Chief that is able to handle the issues in Town. She does agree with this investigation.

Mayor Burkett stated that they have done a good job with their workforce and their workforce is diverse. He supports the comments made by Commissioner Velasquez. He spoke regarding the last investigation that was done and asked if there was a finding in the last investigation.

Town Attorney Arango stated that there was a finding and it cannot be discussed at this time.

Mayor Burkett stated that he saw the report of the last investigation and that there were no findings reported. He stated that he is not comfortable with writing a blank check.

Commissioner Kesl returned to the meeting at 8:38 p.m.

Town Manager Hyatt stated that as part of his Town Manager Report there will be dredging project in Bal Harbor and wanted to let the Commission know about the project. He also stated that this is the last meeting for Chief Yero.

Police Chief Yero thanked the Commission and Town for the years he has put in Surfside and thanked his Command Staff and Town staff.

Mayor Burkett thanked Police Chief Yero for his dedication.

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

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

- 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

Deferred to the next meeting.

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

Approved on consent.

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

Approved on consent.

D. Committee Reports - Andrew Hyatt, Town Manager

- 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

Approved on consent.

E. Town of Surfside Fiscal Year 2022 Grants - Andrew Hyatt, Town Manager

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.

Approved on consent.

F. Champlain Towers South Collapse Federally Funded Subaward and Grant Agreement - Andrew Hyatt, Town Manager

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

Approved on consent.

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

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.

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 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

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.

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

Town Attorney Recio introduced the item and stated this is an alternative setback and explained the details of this ordinance.

Commissioner Velasquez asked if the 6 feet will go over the 20 feet.

Commissioner Salzhauer stated that then it would be a 14-foot setback.

Town Attorney Recio stated it is for balconies and stated that currently with the wedding cake design whatever the setback is you have an encroachment.

Commissioner Salzhauer is not happy getting rid of the wedding cake because then you have rectangular buildings.

Town Attorney Recio explained the difference between them and gave examples.

Commissioner Salzhauer stated that what you will see is just rectangles. She stated that they will just see the boxes.

Vice Mayor Paul explained the changes to the ordinance and her concern is the side setbacks. She spoke regarding the 10-foot distance between balconies is too close.

Commissioner Velasquez asked regarding the 20 feet on each side.

Town Attorney Recio clarified it is 20% of the lot width and gave an example. He stated that the 20 feet is the minimum and there is also an average setback of 25 feet spread across the building.

Mayor Burkett asked George Kousoulas to provide the comparison proposal and how it changes.

The following individual from the public spoke:
George Kousoulas spoke and provided the comparison proposal.

Vice Mayor Paul asked for clarification on the proposal.

Mayor Burkett asked if this proposal changed from the draft zoning code.

Town Attorney Recio stated it did change.

Vice Mayor Paul stated that she is proposing an option other than the wedding cake.

Mayor Burkett stated that he thought it was being proposed at the last meeting.

Town Attorney Recio stated the difference between what took place at the last meeting and now.

Vice Mayor Paul explained this ordinance and the changes being proposed.

Mr. Kousoulas continued with the explanation of the proposal.

Further discussion took place among the Commission and Mr. Kousoulas regarding the changes, the wedding cake design and proposals.

Mayor Burkett asked Bill Thompson, Surf Club, if he would like to add something.

Bill Thompson, Surf Club, stated that they are trying to do something different like what they are doing with the Seaway.

The following individuals spoke from the public:

Jeff Rose
Shlomo Danzinger
Joshua Epstein
Marianne Meisheid

After a lengthy discussion the following motion was made.

A motion was made by Vice Mayor Paul, to approve the ordinance on first reading as amended with ~~the version~~ of the 6 feet, seconded by Commissioner Velasquez. The motion carried with a 3-1 vote with Commissioner Salzhauer voting in opposition and Commissioner Kesl absent.

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

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.

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

Town Manager Hyatt introduced Allyn Kilsheimer who provided an update on the item.

Mr. Kilsheimer stated that he has been working with the Receiver who is trying to help and is not in control of the property. He stated that the Receiver is hoping to get control of the property this week and Miami Dade County took the pumps from the property and the property is now full of water. He stated that they will be getting pumps in there to start pumping out the site once they have control of the site. He stated that they would then do the lidar flyover, which is a drone survey and equipment to get the elevation of the existing elements. He stated that he will start getting the onsite geological study.

Commissioner Salzhauer thanked him for coming. She stated that it is important to know what happened to make sure this does not happen again. She stated it is very frustrating not getting information on this issue. She spoke with Mayor

Levine Cava's office and found out exactly what he stated. She stated that the County is not doing any investigation and it is NIST doing the investigation that will take years. The County will take NIST's investigation report to look at it as far as for a criminal investigation. She stated that she does not understand the rush and why the federal government is not giving money for a memorial park. She wants to know if the residents want to know the answers as to what happened. She stated if we do not flip this bill, we will never find out what happened. She asked if they will let him get the evidence to obtain the information to determine what happened.

Mr. Kilsheimer stated that it is already approved by the Court once the receiver gets possession of the property, they are able to go on site to do all the testing they need to do on the site with all the material that is onsite. He proceeded to provide an overview of the next steps.

Commissioner Salzhauer stated that her concern is that Judge Handsman has jurisdiction over the parts of the building.

Mr. Kilsheimer stated he cannot speak to that but what he believes is morally the right thing to do.

Commissioner Salzhauer asked who can give them the answer legally on what he can get his hands on.

Mr. Kilsheimer stated they have not brought lawyers on because he did not know this was going to be an issue. He stated that they will do whatever they can do on the site and what they might find in the warehouses. He said that everything that was on the site is off site. They use engineering models that will tell them a lot of the information needed. He stated that he will speak with an international firm to see if they can help.

Commissioner Salzhauer stated that if they are spending the money that they will get to the end of it.

Mr. Kilsheimer stated that there are other people and judges that you can talk to.

Town Attorney Arango stated that once the property is turned over to the Town, there are steps and protocols taking place and the judge does have some jurisdiction over the site. She stated that she was advised that some of the families of the victims are able to visit the area.

Commissioner Salzhauer stated that she spoke to the Chief of Staff for Mayor Levine Cava and Miami Dade County Police Director Ramirez and that the evidence belongs to NIST. She just wants to make sure that they are able to get the testing and end result they want.

Mr. Kilsheimer stated that the information Commissioner Salzhauer received is obviously not accurate. He stated that if they only take 1,000 cores, they only pay for 1,000 cores but if they do not spend the money, they cannot do the work.

Commissioner Salzhauer stated that she just wants them to look at everything. She just does not want duplication of services.

Mr. Kilsheimer stated that they will look at everything.

Commissioner Salzhauer stated that she has an issue doing the due diligence for the buyer.

Vice Mayor Paul asked if Mr. Kilsheimer had any factual information to share with them.

Mr. Kilsheimer stated he does not have any factual information to share at this time. He stated that they are doing this independently and when they are done with the report then they will provide it to the Commission.

Commissioner Velasquez asked if he has already spent \$500,000 from the \$750,000 what was approved.

Mr. Kilsheimer stated that yes, they have expended \$500,000 from the work started from June 24, 2021.

Assistant Town Manager Greene stated that the Town has paid \$100,000 from the invoices received to date.

Commissioner Velasquez asked regarding FEMA payments and why they haven't seen anything for that money being expended.

Mr. Kilsheimer stated that FEMA has paid about \$400,000 and the Town \$100,000. He stated that they have a process and gave a status. He stated that this is an independent report that is provided when they are done with their study.

Commissioner Velasquez stated that as long as it takes for them to do that, the residents will not know until his study is done. She suggested to give the buildings money to do their own geotechnical studies.

Mr. Kilsheimer stated that it would be within a year from June. If he cannot get into the site for 8 months, then it will take longer. If they do a test and they find something that is bad, they will know as well as all the residents of Surfside. They will not wait until the end if they find a major problem.

Commissioner Velasquez stated that this is not about trust but giving the residents answers instead of giving them the money to give them the opportunity to do their own study.

Mr. Kilsheimer spoke regarding the memorandums back in July regarding what the people should look for and that went to all the building managers for them to move forward. He received information from some people that have done what they recommended.

Vice Mayor Paul asked if anything has been found in the other buildings that he looked at that has provided insight to this site.

Mr. Kilsheimer stated what they found in Champlain North that the concrete level was better than the drawings stated.

Vice Mayor Paul asked regarding the testing of the materials.

Mr. Kilsheimer responded to Vice Mayor Paul's questions.

Commissioner Salzhauer asked regarding the other entities that will contribute to the fees for the destructive testing, what percent of the \$1.5 million is the sampling and destructive testing they would contribute to.

Mr. Kilsheimer stated that there is no way of knowing that until they are able to go and get the sampling.

The following individuals from the public spoke:

George Kousoulas

David Rodan

Joshua Epstein

Mr. Kilsheimer responded to Mr. Rodan's comments. He stated that Champlain East is totally different.

Commissioner Velasquez suggested postponing this item until next month.

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

Mayor Burkett asked if there was a possibility that something could have been done to prevent this from happening. He also asked if there was something that

could have been done to get rid of all the water or has the site been neglected after the collapse.

Mr. Kilsheimer stated that there were areas that could have been sealed and things could have been done. He stated that it has made what they will find in there more difficult.

Mayor Burkett asked if there could have been steps taken to not allow the site to be neglected.

Mr. Kilsheimer stated there were things that could have been done.

Mayor Burkett asked if the evidence have been affected as well as the concrete because of the water.

Mr. Kilsheimer stated yes.

Mayor Burkett asked regarding the cost sharing.

Mr. Kilsheimer explained how the cost sharing would take place.

Mayor Burkett asked if he was told he could not speak to the Plaintiffs.

Mr. Kilsheimer stated that yes. He stated that the plaintiff never responded and the plaintiff's attorney spoke to Town Attorney Recio and told him to advise Mr. Kilsheimer to not contact the plaintiffs.

Commissioner Velasquez asked regarding the money, if they do not pay, they will not get the report.

Mr. Kilsheimer stated that he said regarding the samplings.

Mayor Burkett spoke regarding the Town being blocked and until they get the access they need and deserve; they will not be able to get the answers.

Mr. Kilsheimer explained his conversations with Mr. Goldberg.

Mayor Burkett stated that he is not willing to move forward if Mr. Kilsheimer is not the lead investigator.

Vice Mayor Paul asked Mr. Kilsheimer if the money they previously approved will be enough for him to continue.

Mr. Kilsheimer stated yes.

Mayor Burkett ended the discussion.

A motion was made by Vice Mayor Paul to defer this item until the next month, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

B. Budget Amendment - Andrew Hyatt, Town Manager

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.

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

A motion was made by Vice Mayor Paul to defer this item until the next month, seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Commissioner Kesl came back to the meeting at 8:38 p.m.

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

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

A motion was made by Commissioner Kesl to add the COVID Kiosk to the agenda and for approval, seconded by Commissioner Salzhauer. The motion carried with a 3-2 vote with Mayor Burkett and Commissioner Velasquez voting in opposition.

Commissioner Velasquez asked why he is so dead strong on this when they have several sites close to the Town.

Commissioner Kesl addressed the comments made by Commissioner Velasquez and risk of exposure.

Commissioner Velasquez stated that there is nobody in this meeting that has the expertise to speak about this and that center will get other individuals sick especially the elderly and he does not take into consideration any of the residents.

Commissioner Salzhauer stated that when this was on the agenda, she pulled it

from Consent because she wanted to incentivize the employees to get vaccinated.

Town Clerk McCready read the resolution title into the record.

Commissioner Kesl left the meeting at 9:00 p.m.

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

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

The following individuals from the public spoke:

Jeff Rose spoke regarding the undergrounding and needing the walkability study as well. He spoke regarding street ends and placing the kayak launches. He spoke regarding the repaving of the road from 71st street to 96th street and Harding Avenue and DVAC voted on it and wanted to have it done before the end of the year.

Randy Rose spoke regarding placing something on the ballot to increase the height to 18 stories like 87 Park which will also increase your tax base that can help with undergrounding.

Jeffrey Platt does not like the idea from Randy Rose and is upset at the demands that the individuals from Champlain South are asking for. He spoke regarding the presentation of Mr. Abbott.

Gerardo Vildostegui spoke regarding the issue of undergrounding and the Town of Surfside website stated that the Town was built on the Tequesta Indian burial ground and the Town must keep that in mind.

Commissioner Salzhauer responded to Randy Rose and Jeff Rose comments under good and welfare.

Vice Mayor Paul addressed the comments made by the speakers regarding undergrounding as well as street ends and stated a street ends is not a park.

Commissioner Velasquez spoke regarding street ends and they are not parks.

Mayor Burkett agrees with his colleagues' comments and he addressed the comments made by the public speaker regarding the street ends.

Commissioner Kesl stated that he believes in an open community and sharing public spaces and he does not have a gut reaction in utilizing street ends. He spoke regarding the Champlain Tower South property and believes it should not be rushed.

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

Vice Mayor Paul introduced the item and provided a presentation with the proposed samples of arts received by email.

Commissioner Salzhauer stated that she would prefer to have the memorial on the site.

A motion was made by Commissioner Salzhauer to extend the meeting by 30 minutes until 12:00 a.m., seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

The following individuals from the public spoke:

Martin Langsfeld, asked if the Town could stop someone from bringing a building up.

Town Attorney Arango stated that the site is in control of the Receiver and the Court and they have stated that the site will be sold. There will be development approvals by this Commission and you cannot stop the building from going up but you can review developments on the site

Commissioner Salzhauer stated that the judge is moving this quickly to get this sold and that is what is frustrating to her. She stated that this rush to sell it is for people to forget what happened there.

Commissioner Velasquez stated that what she suggested was that the footprint of where the building fell, to keep that portion and sell the rest.

Vice Mayor Paul stated that she also suggested something similar and the Judge could divide the parcel and could have it appraised based on the portion.

Mayor Burkett stated that he will be reaching out to Governor DeSantis.

Town Attorney Arango stated that there currently is a contract and described

the next steps.

Commissioner Velasquez asked Town Attorney Arango if the site is sold to the individual, what happens with the investigation.

Town Attorney Arango stated that it becomes private property and no more access by the Receiver.

Commissioner Salzhauer stated that you will need to take it up with the judge.

David Rodan, spoke regarding the value of the land. He would ask the Commission to make an exception to allow the same number of units on the sellable part.

Mayor Burkett stated that what they are trying to get is the most amount of money for the families. He believes the process is going too fast. He stated that they do not want more density than what was currently there.

Further discussion took place regarding the size of the building allowed to be built and a memorial.

Jeff Rose spoke regarding different ideas for the memorial. He suggested a special meeting just to discuss this item and get the Town and families involved.

Pablo Langsfeld spoke regarding the condition of the site.

Town Attorney Arango explained to Mr. Langsfeld the process and that he can go to the Court and ask the judge.

Tatiana Ivanova wanted to provide the Commission with a presentation for next meeting.

Joshua Epstein stated that the residents do support a memorial on the site.

Vice Mayor Paul stated that the reason for this item was to present the ideas and suggestions of art and begin the conversation about the memorial.

Commissioner Salzhauer stated that they need to see if the County will provide funding and stated that before the painting is done, they should see it before.

Vice Mayor Paul stated that they were in contact with the County regarding the temporary memorial removal and the mural being presented is a gift by the Artist for the temporary wall that was built.

Commissioner Salzhauer stated that she does not believe everyone shares the same thoughts.

Mayor Burkett asked if they can get a graphic of what the memorial will look like.

B. Ending Option to Contribute to Parking Fund in Lieu of having Required Parking in Building Plans – Commissioner Charles Kesl

Deferred to next meeting.

C. Demolition by Neglect - Mayor Charles W. Burkett

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

F. Climate Environmental Collective Revised - Vice Mayor Tina Paul

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

J. Amend Tourist Board Ordinance – Commissioner Nelly Velasquez

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

M. License Plate Readers – Mayor Charles W. Burkett

Deferred to next meeting.

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

Deferred to next meeting.

O. Permit Process - Mayor Charles W. Burkett

Deferred to next meeting.

P. High Water Bill – Mayor Charles W. Burkett

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

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

Deferred to next meeting.

U. Surfside's Brand Name, Miami's Uptown Beach Town – Mayor Charles W. Burkett

Deferred to next meeting.

V. Daylight Plane Requirement for New Construction – Commissioner Charles Kesl

Deferred to next meeting.

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

Deferred to next meeting.

X. Epinephrine Auto-Injectors (EpiPen) Policy Discussion - Commissioner Eliana Salzhauer

Deferred to next meeting.

Y. Private Security Service – Mayor Charles W. Burkett

Deferred to next meeting.

Z. Champlain South: “Don’t Wait...Accelerate!” Action Plan & Changes Necessary to Prevent Another Catastrophe – Commissioner Eliana Salzhauer

Deferred to next meeting.

AA. Remote Participation by Commissioners – Commissioner Charles Kesl

Deferred to next meeting.

BB. Raising Houses in Surfside to Make our Town more Resilient and Sustainable – Mayor Charles W. Burkett

Deferred to next meeting.

CC. Champlain South Memorial Park at 88th Street End – Commissioner Eliana Salzhauer

Deferred to next meeting.

DD. Police Chief Search - Commissioner Eliana Salzhauer

Commissioner Salzhauer would like to advertise in the correct publication to do a national search in order to receive more candidates from other states.

Town Manager Hyatt stated that they have sent it out to 23 advertisement postings and now they have 9 applicants from out of state. He stated that they can get an RFP from an organization that does that.

Mayor Burkett asked how much would that cost.

Town Manager Hyatt stated it could be about \$10,000 or more. He stated that every time he spoke to each of them, they kept changing their minds and it takes time to get qualified people.

A motion was made by Vice Mayor Paul to extend the meeting for 10 minutes (until 12:10 a.m.), seconded by Commissioner Velasquez. The motion carried with a 4-0 vote with Commissioner Kesl absent.

Vice Mayor Paul stated there is value in having someone with local experience and suggested giving the Town Manager their top three as suggestions.

Mayor Burkett stated to allow the Town Manager to do his job and he is not paying for a recruiter.

The following individuals from the public spoke:

Jeff Rose suggested to look inhouse and they need to entrust the Town Manager and stop micromanaging.

Shlomo Danzinger stated that they have good candidates inhouse.

Commissioner Salzhauer stated that they need vision on how to transform this Town and have more community policing.

Mayor Burkett left the meeting at 12:04 a.m.

Vice Mayor Paul stated there are good applicants and to give direction to the Town Manager as to what they are looking for.

Commissioner Salzhauer stated they want a new dynamic in Town.

Vice Mayor Paul stated that our officers help the residents.

Commissioner Velasquez stated that the minute you go through Bal Harbor you slow down because those police officers mean business and here, they are speeding.

EE. Budget Meeting Fiasco - Commissioner Eliana Salzhauer

Deferred to next meeting.

FF. Amending the Town's Purchasing Code (Chapter 3) – Commissioner Nelly Velasquez

Deferred to next meeting.

10. Adjournment

A motion was made by Commissioner Salzhauer to adjourn the meeting without objection at 12:08 a.m., seconded by Commissioner Velasquez.

Accepted this _____ day of _____, 2021.

Charles W. Burkett, Mayor

Attest:

Sandra N. McCready, MMC
Town Clerk



Town of Surfside

**SPECIAL PARKS & RECREATION COMMITTEE
MEETING**

MINUTES

August 23, 2021 at 7:00 p.m.

Surfside Community Center
9301 Collins Avenue, Surfside, FL 33154

1. Call to Order/Roll Call

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

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

Absent: Committee Member Marta Olchyk

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

2. Agenda and Order of Business

Chair Logan thanked Parks Director Milian and his department for the amazing job they did under the terrible circumstances during the Champlain Tower Collapse. She stated the P&R Department dose and didn't get enough recognition for the job they did.

Parks Director Milian thanked the Chair and Committee for their recognition.

3. Approval of Minutes:

- June 21, 2021 Parks and Recreation Committee Meeting

A motion was made by Vice Chair Travis to approve the June 21, 2021 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member

Tatum. The motion carried with a 4-0 vote with Committee Member Olchyk absent.

4. 96th Street Park Design Development – Parks and Recreation Committee Review and Design Team for Feedback.

Parks and Recreation Director Milian introduced the item and the members from Savino Miller who proceeded with the PowerPoint presentation.

Kelly Hitzing, Savino and Miller provided the presentation for the 96th Street Park Design Development and stated what their project schedule is for the design development and would like to have another meeting in the future. She also provided the site plan design development building layout. She provided the connection of the play field and still being able to hold an event. She provided the design development different site plan options and playgrounds in the area. She went through the playground design values where the children will not get tired of the same style playground while making sure the materials used are long lasting. She spoke regarding going with rope playgrounds which is very common now and the children will play more while engaging their minds. She provided playground conceptual sketches that will incorporate the sea into the design. She showed some of the playground companies and their different designs. She explained the fall playground safety and some have a large fall area. She spoke regarding talks that were discussed before regarding a splash pad in a different area and they are looking at misters instead and incorporate them in the play area.

Commissioner Velasquez asked if they can add a mister to any design.

Ms. Hitzing stated that they can make any have a mister.

Barry Miller, Savino Miller, stated that those types need to be in the sun and they do require maintenance.

Parks Director Milian stated that the items up there are the ones that were prioritized at the time and he stated that the idea is trying to get as much as you can in the location. He stated that the more you add, you might have to shrink or reduce the size of some of the equipment.

Ms. Hitzing continued with the design development site plan presentation. She spoke about possibly shaping the stairs and planters more and the dunes could be a sitting area. She discussed the pros and cons as well as cost when it comes to playground surface options, and poured-in-place rubber. They are made with recyclable material and the cost is between \$13.00 to \$30.00 per square foot. She discussed engineered wood fiber and provided the pros and cons with the cost of \$4.00 per square foot and that is also recyclable. She provided the bonded rubber mulch and provided the pros and cons with a cost of \$8.00 to \$13.00 per square footage. She stated they are looking into artificial grass but has many environmental

issues, she provided the pros and cons and the cost of \$6.00 to \$20.00 a square footage.

Ms. Hitzig continued with the shaded plaza exercise equipment presentation which included functional cluster exercise equipment. She also discussed the traditional component exercise equipment. She also spoke regarding game tables and site furnishings.

Ms. Hitzig continued with the park fencing presentation for the park and showed different parks in nearby municipalities and the 5-foot metal picket fence they used. She stated that Surfside's park has a very high fence and they are suggesting a 5-foot fence and described where they would be placing the fence and railing. She provided the plan diagram for the park fencing.

Commissioner Velasquez asked if where the mesh was if they placed the metal fence and how can they prevent people from getting in.

Mr. Miller stated that there is a ledge that will be closed, there will be a railing and also different options.

William Lane, William Lane Company gave different options including glass.

Commissioner Velasquez stated that glass would be very nice.

Ms. Hitzig spoke regarding the pool code and they follow all those guidelines.

Parks Director Milian stated that the Community Center is surrounded by a 4-foot fence that meets code.

Commissioner Velasquez stated that the issue is that the park is on the waterway which has current.

Mr. Lane gave an overview of the architecture design and new elevations of the schematic rendering of the building as well as the floor plan.

Chair Logan asked why they did not put air conditioning in the bathrooms.

Mr. Lane stated that they use natural ventilation.

Committee Member Tatum stated that she agrees with that because of the kids going in from hot and cold is not good.

Chair Logan asked regarding the mother needing to change the baby's diaper.

Committee Member Tatum suggested an air conditioning mother changing station.

Further discussion took place among Savino Miller, William Lane and the Committee Members regarding having an area for a mother to change their baby and/or feeding the baby as well as the design and the ventilation.

Parks Director Milian spoke regarding the air-conditioned bathrooms and you want them in and out and not create an area where it can become an issue.

Commissioner Velasquez suggested having some air conditioning in some area. She believes these are things that need to be considered now and not have it be done after the project is done.

Ms. Hitzig stated that they would have to redesign the project if they want to have air conditioning.

The following individuals from the public spoke:

Jeff Rose stated that due to COVID, many places are removing the front door to the bathrooms.

Mr. Lane stated that this is what most people are doing with parks.

Further discussion took place regarding the ventilation system of the project and there will be an air-conditioned bathroom in the offices on the second floor.

Mr. Lane asked Parks Director Milian regarding the storage room and if he would like it to be air conditioned.

Parks Director Milian stated that storage is key and he is fine with it being not air conditioned.

Chair Logan suggested the storage area should be air conditioned because of the heat it will deteriorate, at least one storage room.

Mr. Lane stated that they are proposing to use the mechanical equipment next to the kayak launch and the units will be at the same elevation of 10 feet as required. He stated that they are working with the engineers to get their input. He stated that at the next meeting they will provide details of lighting fixtures, etc.

Committee Member Tatum stated that she prefers hiding places, natural climbing features and higher climbing area. She asked regarding the swings.

Ms. Hitzig stated that slides can come from the top of any design.

Committee Member Tatum spoke regarding the rope design and does like the pirate ship design.

Chair Logan likes the octopus and jellyfish because it gives them different options.

Commissioner Velasquez asked if they could do a merge of some things.

Further discussion took place among the Committee Members and Savino Miller representatives on the different options and concepts of the playground equipment while incorporating different options together to keep them entertained and not bored.

Committee members prefer shade over misters.

Vice Chair Travis spoke regarding surfacing and they should be willing to spend the money and prefers mulch and make sure that whatever they choose for it to be environmentally safe.

Committee Member MacBride stated that the rubber matting in his experience, had to be sprayed once a month with Downy because it would help maintain the color and material and prevented the kids from shocking other kids.

Discussion took place among the Committee members and Savino Miller regarding a possible zip line in some area of the park.

Chair Logan stated that she is not a fan of the artificial grass and it is very hot. She is a fan of the mulch and not a fan of the rubber matting, but whatever works. She is fine with the height of the fence and netting. She likes the heavy glass in front of the water. She mentioned parents having to discipline their children and not allow them to go over the fence. She likes the concept of everything being free form. She mentioned that her children love the monkey bar and some of the old school stuff with the new school twist.

Ms. Hitzig addressed the comments made by the Committee Members.

Chair Logan stated she also likes the other equipment for the older teens and maybe create an area for the older ones as well as the elderly.

Parks Director Milian stated that might be a concern of staffing being an issue. He did say that he did receive good feedback with that type.

Mr. Miller asked Chair Logan which mulch she was referring to.

Chair Logan stated she likes the regular mulch not the rubber mulch.

Commissioner Velasquez stated that many people do not like it because it brings mosquitos.

Ms. Hitzig stated that it is real mulch.

Commissioner Velasquez commented that the rubber matting is conducive to creating a nice design.

Mr. Miller spoke regarding the cost of the different options.

Further discussion took place regarding the mister and use of the park.

Committee Member MacBride spoke regarding the misters and is not a fan of it and code is not particularly happy with misters.

Mr. Miller showed the bonded rubber mulch that is bonded and the City of Coral Gables uses this type.

Discussion took place among the Committee Members and Savino Miller regarding the type of playground surface options and what is recyclable.

Vice Chair Travis asked why they would not put a taller fence or net on the bay.

Ms. Hitzig responded to Vice Chair Travis' question.

Committee Member MacBride reminded them that the Town does not have the staff to remove the netting prior to a hurricane.

Discussion took place among the Committee Members, staff and Savino Miller regarding the fencing and netting.

Commissioner Velasquez asked if by placing the palm trees will it defeat the purpose of the view of the water.

Mr. Miller stated it will give shade and you will be able to see through the palm trees.

Committee Member MacBride asked how raised is the park.

Mr. Miller answered Committee Member MacBride's question.

Committee Member MacBride asked regarding the surface and different hoops of the basketball court.

Parks Director Milian stated that it is painted and they will be able to choose the hoops and possibly something retractable and professional looking.

Mr. Miller stated that there are some basketball courts with art inspired design as well.

Parks Director Milian stated that his concern with art is that art is very subjective.

Committee Member MacBride suggested placing the Surfside logo into the court design.

Parks Director Milian spoke regarding the basketball court design and first work on the essentials and the rest esthetically pleasing and looks good.

Chair Logan stated let's build the park and then commission for an artist.

Committee Member Tatum asked if there will be space for all the ideas they provided, including game tables and exercise equipment.

Commissioner Velasquez stated that there are elderly and can they also be able to use the park.

Further discussion took place regarding things for the seniors to be able to use and movable furniture.

The following individual from the public spoke:
Jeff Rose

Mr. Miller addressed the comments made by Mr. Rose and the process and time it will take for the permit process including DERM.

Chair Logan asked if there is a way to start with the permitting in advance.

Ms. Hitzig stated that they are not going to gain much time by putting the building permitting first.

Ms. Savino stated that the kayak launch is one thing that will take longer.

Ms. Hitzig stated that they cannot put the building out to bid just like that because they have to go out for LEED certification as well.

Commissioner Velasquez asked what is the plan and timeline.

Ms. Hitzig spoke regarding the different phases.

Parks Director Milian clarified the meeting and time frame to get the second feedback from the Committee.

Chair Logan asked if Savino Miller could send the committee more information and have it sent to the Committee members.

Committee Member Tatum stated it is basically the surface and fencing.

Ms. Savino stated she received their feedback and they will send out the information.

Ms. Hitzig stated that they would send out information with the playground equipment.

Mr. Miller stated that they prefer to go with one vendor and can he do the things they want to do. Then they can start adding things. He stated the vendor is crucial.

Chair Logan stated for them to send Parks Director Milian their information and they will provide the information through the Deputy Town Clerk for their feedback.

Parks Director Milian commented on the design concept for the playground as well as the playground matting material.

Commissioner Velasquez clarified that on September 14, 2021 they will have a presentation with the equipment and everything for the Commission to vote on.

Mr. Miller stated if the Commission is happy and supportive then the idea and concept will stay.

Chair Logan explained what the possible budget issues could be encountered.

Discussion took place regarding trying to keep the sidelines and views across the park.

Deputy Town Clerk Herbello reiterated the direction by the Committee for Savino Miller to provide the updated presentation to Parks Director Milian to then send to Deputy Town Clerk Herbello to disseminate to the Committee Members for their suggestions and questions.

5. Special Design Team Meeting with Parks and Recreation Committee Date and Time TBD

Parks and Recreation Director Milian introduced the item and provided dates for the special design team meeting.

This was discussed in connection with item 4.

6. Update on Parks and Recreation Fall Programming following the Champlain Tower Tragedy

Parks and Recreation Director Milian provided an update on the fall programming. He stated that the after-school program started today and they had 45 children. They are also looking at what to do with the tennis center and it has sustained a lot of damage. He stated that all the damage will be covered by the insurance company.

They are shooting for a goal to reopen and they have to check on the cracks and hoping for the second week of September.

Commissioner Velasquez asked if 88th Street is open.

Town Manager Hyatt stated that they are hoping to reopen 88th Street soon and a second lane on Collins Avenue as well soon.

Chair Logan asked if History Miami is taking the memorial wall.

Town Manager Hyatt stated yes and possibly next Monday.

Commissioner Velasquez spoke regarding Friday having an event that was honoring the first responders and they spoke regarding the wall.

Chair Logan stated that History Miami will curate it and then give it back to the Town.

Town Manager Hyatt stated that tomorrow there will be a memorial service.

Parks Director Milian spoke regarding some of the obstacles they encountered during the summer.

Chair Logan asked if the tennis program is the only one that cannot be confirmed.

Parks Director Milian stated yes, that they need to take care of the memorial and cannot do anything with the tennis court until the memorial is taken care of.

Parks Director Milian stated that Miami Shores is still offering use of their tennis courts for residents to use. The idea is to let the residents know they can play tennis.

Parks Director Milian spoke how great Miami Shores has been with Surfside.

7. Public Comments - (2-minute time limit per speaker)

There were no public speakers.

8. Next Meeting: October 25, 2021

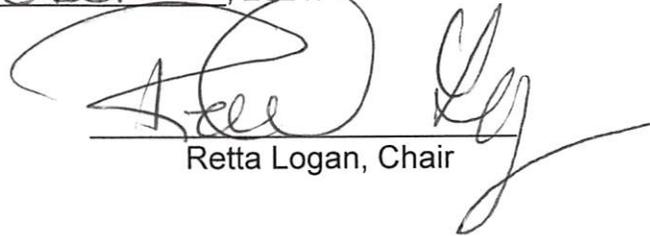
Consensus was reached by the Committee members to have the next meeting on October 25, 2021.

9. Adjournment

A motion was made by Vice Chair Travis to adjourn the meeting without objection at 8:51 p.m. The motion received a second from Committee Member Tatum. The motion carried with a 4-0 vote with Committee Member Olchyk absent.

Respectfully submitted:

Accepted this 25 day of October, 2021.



Retta Logan, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



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

SEPTEMBER 30, 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 7:15 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Member James Mackenzie, and Alternate Board Member Horace Henderson

Absent: Mayor Charles W. Burkett and Board Member Ruben Bravo

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

No Liaison report was provided due to Mayor Burkett being absent.

3. Approval of Minutes – August 26, 2021

A motion was made by Vice Chair Landsman to approve the August 26, 2021, Planning and Zoning Board Meeting Minutes, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

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. 668 88th Street – New Two-Story Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant lot. The parcel is located in the H30A Zoning District at 668 88th Street. The average lot depth is 201 feet with a width of 75 feet. The Applicant indicates the lot size is 15,084 square feet (SF). The proposed airconditioned floor space totals 3,830 SF.

The setback requirements for the H30A Zoning District are 20-foot front, 7-foot 6-inch side and 50 feet rear (Biscayne Bay). The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback. Total lot pervious area is proposed to be 41% where 35% is required. The front yard setback pervious area is proposed at 76% where 50% is required. The rear yard setback pervious area is 60% where 40% is required. The second floor under ac is proposed at 4,171 SF which is 28% where 32% is the maximum. A pitched roof is proposed at the 30 feet height requirement. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include glass garage door panels with black metal trim and windows with black and limestone cladding at the entrance area and between the two floors. A water feature is also provided at the front entrance. The remainder of the residence is in white stucco. The front elevation includes a concrete driveway with the garage entrance facing north. A dark metal roof is proposed.

The landscape plan provides for 3 Bridal veil street trees, 4 Sable Palms and 3 Live Oak trees. Green Buttonwood hedges are proposed on the side yards and Bay Rum hedge is proposed on the front property line. Twelve existing on-site trees are proposed to be removed.

Applicant Package: The Applicant submitted architectural drawings and photos (15 sheets), a landscape plan (8 sheets), a boundary survey (2 sheets) and application with an ownership affidavit (3 pages).

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Provide calculations to support the average setback for the 2nd floor.

Revise the drawing package to provide front and rear yards that combine to equal at least 36% of the lot's depth.

Remove the porch and stairs on the side yard.

Revise the porch and stairs in the side yards to provide a minimum of 5-foot setback from the property line.

The west elevation depicts the garage doors different than the rendering.

Zoysia grass is proposed in the landscape plan. This grass is not included in the landscape section of the Zoning Code (see **Sec. 90-89.1**).

Obtain tree permits where required when removing the trees.

Tony Leon, architect representing the applicant spoke regarding the application and the recommendations. He stated that the recommendations can be done.

Julian Johnston, applicant addressed the Board regarding the project.

Town Planner Keller agrees with the 50-foot setback and the stairs have to come out of the side setback.

Mr. Leon stated that they can remove the stairs.

Chair Frankel spoke regarding the setback and the stairs.

Mr. Leon spoke regarding the side setbacks.

Board Member Mackenzie spoke regarding the setbacks.

The following individuals from the public spoke:

Jeff Rose spoke regarding the change if the zoning in progress expires and the zoning code change.

Building Official McGuinness made additional staff recommendations that they are not operating under the 2020 Building Code and the 2017 Electric Code. He spoke regarding the base elevation requirement and the 2 feet of freeboard.

Board Member Henderson asked regarding the stairs on both sides, it appears that to meet the 7.5 feet they must remove the entire stairs. If they do that, will it change the flow.

Mr. Leon addressed the comments made by Board Member Henderson and gave suggestions as to how they will accomplish the removal of the stairs.

Town Planner Keller spoke regarding the tie beam and the second one is a bit higher and he did not understand it in the drawing.

Mr. Leon addressed the comments made by Town Planner Keller regarding the truss and tie beam.

Chair Frankel asked if they are meeting the 30 feet.

Mr. Leon stated that yes, they are.

Vice Chair Landsman discussed the comments made by Mr. Rose regarding the zoning in progress and code change and they should keep the code and the ZIP as it stands. He asked if they are confident with the setbacks.

Mr. Leon stated the glass doors is the intent and addressed any concerns regarding the garage.

Board Member MacKenzie asked if they submitted signed and sealed plans. The plans he has are not signed and sealed and wants to know if there is an original signed and sealed set. He asked if the lot is split and if they did a survey.

Mr. Leon stated they do have the original signed and sealed set and stated that the lot was split, and they did have a survey.

Town Planner Keller stated that the survey provided was a boundary survey only.

Board Member MacKenzie asked regarding the pool deck and did not see any elevation and the house has to be at plus 10 feet and the street is usually at plus 4 feet. He stated that the steps being represented is not accurate.

Mr. Leon stated they are raising the seawall and the ground.

Further discussion took place among Board Member MacKenzie, Town Planner Keller and Mr. Leon regarding the raising of the seawall.

Chair Frankel spoke regarding the raising of the seawall and it being higher than the neighbors will be an issue. She spoke regarding raising the home.

Board Member MacKenzie stated that they are not sure where the house would be sitting.

Town Planner Keller addressed the comments made by the Board regarding the walls that surround the home and the height of the walls as well as sloping away from the house.

Further discussion took place among the Board, Town Planner Keller and the applicant regarding the seawall and requirements.

Vice Chair Landsman asked if the retaining wall is there and if there will be landscaping to cover the wall.

Mr. Johnston addressed the comments made by Vice Chair Landsman.

Board Member Henderson asked if he has advised his neighbor.

Mr. Johnston stated yes and he has not been able to get a hold of her.

Discussion took place regarding the grade of the project.

Town Attorney Recio stated that the definition of grade is to the crown of the road.

Board Member MacKenzie asked if there are steps.

Mr. Leon stated yes and provided the sketch shown on the plans.

Chair Frankel asked regarding the dark color of the roof metal and if they could consider a lighter color.

Mr. Leon stated it is a dark gray.

Chair Frankel stated it would impact their cooling cost.

Board Member MacKenzie asked regarding the attic and insulation.

Chair Frankel suggested lighter shade of gray for the roof color.

The following individual from the public spoke:
George Kousoulas

Board Member Henderson addressed the comments made by Mr. Kousoulas.

Board Member MacKenzie asked regarding where would the placement of the air conditioning and pool equipment be located.

Mr. Leon stated they will be going in the backyard.

Town Planner Keller stated that they are not approving the pool tonight because they did not have enough information.

Chair Frankel stated that they are not looking into that now and stated that the stairs currently are not intrusive.

Discussion took place among Board Member Henderson and Town Planner Keller regarding the pool and the mechanical equipment.

Board Member MacKenzie stated possibly considering working in a spot where the machines should be placed.

Board Member Henderson stated that the conditions should be stated as part of the recommendation of approval.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations and conditions, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

B. 732 88th Street – New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to renovate an existing 2 story residence with a detached garage on a large waterfront lot. The existing residence includes 2,349 square feet (SF) of airconditioned space with a 592 SF detached garage. Proposed improvements to the residence include adding a covered entry feature, a covered patio and a second-floor open terrace. The covered entry and patio total 219 SF and the second-floor open terrace is 184 SF. A 62 SF addition is proposed for the detached garage and a future carport is proposed adjacent to the detached garage. Additionally, the existing 24 Foot driveway will be demolished and reconstructed centered on the front property line. A large entry plaza and driveway will be constructed. All windows and doors will be upgraded to storm impact requirements and additional exterior and interior upgrades are proposed. A pool, deck, carport, fence and walls are future improvements which will be submitted separately.

The lot is zoned H30A with an area of 15,202 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 covered entry feature, the covered patio and the 2nd floor open terrace comply with setback requirements. The proposed addition to the garage does not comply with current 7 Foot 6 Inch side yard setback.

Governing Codes: Zoning in Progress relevant requirements for lots in the H30A 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 and survey was 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:

The Town Finished Floor Elevation is 8 Feet plus 2 Feet. The Building Department will require information to verify the value of the improvements proposed are less than 50% of the building value.

Provide information and or revise the drawings to verify the front and rear yard setbacks combine to equal at least 36% of the lot's depth.

Provide calculations and worksheets to verify the property provides 35% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide calculations and worksheets to verify the front yard setback area provides 50% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide calculations and worksheets to verify the rear yard setback area provides 40% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide additional detail on the revised entry plaza and driveway including dimensions, material proposed and total pavement area.

The driveway width is limited to 18 feet.

Additional detail is required for review of the front yard fence/gate which requires design approval by the Planning and Zoning Board.

The detached garage addition does not comply with the 7 Foot 6 Inch setback.

Chair Frankel asked regarding the garage and setbacks.

Town Planner Keller addressed the comments made by Chair Frankel.

Board Member MacKenzie asked regarding the area they want to set apart in the garage and the requirement of the setback even if it is such a small area. He asked if there is a grandfather clause.

Town Planner Keller stated that this home was built before the code and possibly in the 1930s.

Town Attorney Recio addressed the comments made and setback requirements.

Arie Sklar, architect, representing the applicant provided an overview of the project.

Board Member MacKenzie asked if the roof line is straight but the wall at an angle.

Mr. Sklar stated yes. He proceeded with the presentation of the project.

Chair Frankel asked Town Attorney Recio regarding a property a while back that they were allowed to make a small addition to the home that did not meet code because it made it more accessible for the older couple who had a historic home.

Town Attorney Recio addressed the comments made by Chair Frankel.

Chair Frankel is glad that the house is being preserved and that tiny bit is not going to be noticed.

Building Official McGuinness thanked Town Planner Keller for bringing up the 50% improvement and he discussed this with Mr. Sklar.

Vice Chair Landsman asked regarding a privacy wall.

Chair Frankel stated that they are coming back for that.

Mr. Sklar spoke regarding the 5-foot privacy wall close to the property line.

Vice Chair Landsman asked Town Planner Keller if that will fly with the code.

Town Planner Keller addressed the question by Vice Chair Landsman and stated it will have to come back along with the pool.

Board Member MacKenzie agrees with the rest of the Board that he has done a great job with the plans. He asked if the windows are operable.

Mr. Sklar stated that they intend for them to be operable.

Board Member MacKenzie suggested looking at a neighbor who has created privacy without enclosing the property.

Board Member Henderson also agrees with Board Member MacKenzie.

Chair Frankel is in agreement with Board Member MacKenzie.

Town Planner Keller read the conditions of approvals.

A motion was made by Board Member MacKenzie to approve the item with staff recommendations and conditions, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

C. 9280 Byron Avenue - New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant interior lot. The parcel is located in the H30B Zoning District at 9280 Byron Avenue. The average lot depth is 112.5 feet with a width of 55.04 feet. The Applicant indicates the lot size is 5,625 square feet (SF). The proposed air-conditioned floor space totals 3,830 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot 6-inch side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback. Total lot pervious area is proposed to be 35% where 35% is required. The front yard setback pervious area is proposed at 68% where 50% is required. The rear yard setback pervious area is 57% where 40% is required. The second floor under ac is proposed at 1,772 SF which is 32% where 32% is the maximum. A flat roof is proposed at the 30 feet height requirement. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include front elevation wood pergola, glass railings, metal decorative metal grille, windows with warm medium gray trim, board formed architectural concrete features, planter, water feature at front entrance, charcoal gray front door and accent lighting.

Applicant Package: A package of 8 drawings and an application was submitted by the Applicant with a recent survey.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

The eave for the flat roof is limited to a 6 Inch encroachment into the side setback area.

Provide information on the accent lighting.

Building Official McGuinness provided comments.

Jeff Rose, representing applicant, provided an overview of the project.

The following individual from the public spoke:
George Kousoulas

Vice Chair Landsman asked if there are plans for hedging or privacy and pervious plans.

Mr. Rose stated they are keeping it open in the front and will keep the pervious.

Chair Frankel asked if the planters count as part of the pervious.

Discussion took place regarding the pervious area and the planters.

Board Member Henderson spoke regarding the lot being able to contain the house but clearly it is per code.

Mr. Kousoulas responded to the questions posed by Board Member MacKenzie.

Board Member MacKenzie asked where the pool equipment will be going.

Mr. Rose stated it would be on the southwest portion of the house and it will be screened in.

Board Member MacKenzie spoke regarding landscaping and the pool.

Chair Frankel spoke regarding issues you have with small lots including hedging. She asked if it is 10 feet in the back.

Mr. Rose stated that it was 6-8 feet and the decision is if you have a backyard or a pool.

Chair Frankel agrees with Board Member MacKenzie.

Chair Frankel would like to add to additional discussion items on the agenda pool elevations.

Board Member MacKenzie spoke regarding the crown of the road.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

D. 9348 Byron Avenue - New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to demolish an existing 1-story single family residence and construct a new 2-story single family residence. The parcel is located in the H30B Zoning District at 9348 Byron Avenue. The average lot depth is 112.5 feet with a width of 50 feet. The site plan indicates the lot size is 5,625 square feet (SF). The proposed air-conditioned floor space totals 4,040 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 35 feet and a 5-foot side setback. Total lot pervious area is unclear and needs clarification where 35% is required. The front yard setback pervious area is proposed at 50% where 50% is required. The rear yard setback pervious area is 76% where 40% is required. The second floor under ac is proposed at 1,793 SF which is 32% where 32% is the maximum. A pitched roof is proposed at the 30 feet height requirement. Table 1 on page 2 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include a garage door, windows, stacked stone, white stucco, concrete planter and composite wood. The front elevation includes a paver driveway and walkway with grass, trees, a bay window and front porch. A charcoal tile roof is proposed. Detailed drawings were provided by the Applicant with limited information on the pool.

Applicant Package: A package of 8 drawings and an application was submitted by the Applicant with a recent survey dated 9/1/2021.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Future pool deck should be defined to ensure rear setback requirements are met in addition to landscape/pervious area.

Provide a height dimension for the fence. Maximum fence height is limited to 6 feet.

Street trees area are required along the public street frontage of the property. At least 2 trees are required on Byron Avenue. It is suggested the trees be planted along the property lines.

Tree removal permit is provided prior to the removal of existing site trees.

Provide calculations to show the 35% minimum pervious area is met, in addition to the 20% Florida Friendly.

Relabel garage as 'storage,' and clarify if the door will be composite wood or grey to match the stone color.

Hugo Miyares, architect representing applicant provided an overview of the project.

Board Member MacKenzie spoke regarding the design of switching the door and wall. He spoke regarding the relationship of the house with its surroundings. He suggested the steps to be more interactive with the landscape.

Chair Frankel stated that the house is a very dark house with a very dark roof. She suggested a lighter color roof would look better.

Mr. Miyares stated he will go to the client with a lighter color palate.

Chair Frankel asked Town Planner Keller if the stairs on the side of the house met the side setbacks.

Town Planner Keller stated that the stairs have to come out.

Vice Chair Landsman asked regarding the location of the pool in the back of the house.

Chair Frankel spoke regarding the roof colors and having it part of the code. She stated that possibly a light gray would look better.

Mr. Miyares agrees that a different color on the roof will make it more efficient.

Town Planner Keller suggested for the Board to make a recommendation of the color.

Town Attorney Recio stated what the code says regarding the color and solar reflective.

Chair Frankel stated for Mr. Miyares to work with his client on the color.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations and conditions, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

E. 9000 Abbott Avenue – New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant corner lot. The parcel is located in the H30B Zoning District at 9000 Abbott Avenue. The average lot depth is 112.5 feet with a width of 55.08 feet. The Applicant indicates the lot size is 6,037 square feet (SF). The proposed air-conditioned floor space totals 3,675 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 10-foot street, 5-foot 6-inch side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback on the north and a 10-foot setback on 90th Street. Two encroachments on 90th street (access steps and a large planter) encroach 6 foot 6 Inches into the 10-foot setback.

Total lot pervious area is proposed to be 40% where 35% is required. The front yard setback pervious area is proposed at 55% where 50% is required. The rear yard setback pervious area is 70% where 40% is required. The second floor under ac is proposed at 1,702 SF which is 28% where 32% is the maximum. A flat roof is proposed at the 30 feet height requirement with a parapet wall varying between 18 Inches to 36 Inches. The parapet wall varies to provide screening for 2 A/C units which are centered on the roof top. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include aluminum windows with dove gray finish and a smooth white stucco finish on the building. The steps and planters will be Jerusalem stone. The garage door for the storage area will be white metal. The front door will have a blue finish with a gray metal frame.

Applicant Package: A package of drawings and an application was submitted by the Applicant with a recent survey.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Clarify location and design of the Trellis.

Provide additional information on the lighting attached to the building plans at several locations.

Provide basis for encroaching into the 10-foot setback with the access steps to the front door a distance of 6 Feet 6 Inches.

Provide basis for encroaching into the 10-foot setback with the planter structure a distance of 6 Feet 6 Inches.

Verify the planter structure is open and pervious and whether the structure was deleted from the pervious area calculation.

Town Planner Keller is recommending this item be deferred in order to have the issue with the encroachment resolved.

Building Official McGuinness spoke regarding the numbering of the home due to the way the house is facing. He suggested for the property address to be changed to the 90th Street address.

Jeff Rose, representing the applicant provided an overview of the project.

Board Member MacKenzie stated that most codes are more restrictive when the yard is facing the street.

George Kousoulas, architect, addressed the comments made regarding the landscaping and encroachment as it pertains to the ZIP. He stated that there is a relationship of landscape features to the yard and setbacks. He spoke regarding the planters in the newer version is lower.

Chair Frankel stated that the rendering is a bit misleading and A101 is really where the street is.

Board Member Henderson asked if either of Mr. Rose or Mr. Kousoulas would walk down those steps.

Chair Frankel addressed Board Member Henderson's question regarding the distance.

Board Member Henderson asked regarding A100.

Mr. Kousoulas stated the renderer placed the house incorrectly.

Vice Chair Landsman stated that it appears from the rendering that it is a collection of sugar cubes placed on top of each other and is unique and industrial.

Mr. Kousoulas stated that the owner is looking for a modern design.

Chair Frankel spoke regarding the landscaping and planters.

Mr. Kousoulas addressed the comments made regarding the planters.

Town Attorney Recio asked if the change submitted are in the plans yet.

Mr. Kousoulas stated not at this time.

Town Planner Keller spoke regarding the planters and secondary frontage and that is why he suggests deferral of the item. He stated that he is not ready to make a recommendation and the trellis is not correct.

Board Member MacKenzie stated that all the sensitivity went out the window. He agrees with Chair Frankel and they feel distressed that this feels very out of context for the fabric of this Town. He asked Town Attorney Recio to help him. He understands that they have to follow rules of the design guidelines. He spoke regarding the wall to the neighbor to the south and that it is a bit harsh.

Further discussion took place among the Board Members regarding the context and commercial feel of the project as well as the handrails.

Chair Frankel asked what their feeling is regarding the steps and they have to bring it back to 6 ½ feet.

Board Member MacKenzie stated that the foyer has to be removed and the wall moved back.

Mr. Kousoulas addressed the comments made by the Board.

Board Member MacKenzie asked if they are fine with deferral of the item and believes the house is totally out of context and this is a reason for deferral.

Mr. Kousoulas asked if they can defer to a date certain.

Chair Frankel stated that a small encroachment is ok as per Town Planner Keller as long as all other comments are being addressed.

A motion was made by Vice Chair Landsman to defer the item to a date certain of December 16, 2021, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

F. 525 95th Street – Single Family Addition and Pergola

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request for a 90 square foot (SF) addition to the back of a single-family residence for an expanded dining room with sliding door access to the existing deck. A 160 ± SF trellis will also be constructed.

The existing residence includes 2,062 SF of air-conditioned space. The expanded residence will total 2,152 SF.

The corner lot is zoned H30B with 6,160 SF per the Applicant's submission. A Miami-Dade County Property Appraiser's Angled photo is provided on the following page. The proposed addition will match the existing Finished Floor Elevation (FFE) of the existing residence. The addition complies with the 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 September 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 as presented.

Jeff Rose, stated that the architect and contractor asked Mr. Rose to state for the record that the application meets all requirements.

Chair Frankel asked if the stairs are a problem.

Town Planner Keller stated that the stairs are fine and so is the trellis.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

G. 600 94th Street – Front Yard Pool

Town Planner Keller introduced the item and provided staff recommendations.

Background: This Applicant is requesting approval to construct a pool in the secondary front yard. The interior lot is zoned H30B totaling 6,160 square feet (SF) per MDCPA.

The proposed pool is located in the east portion of the lot approximately 3 feet 4 inches east of the wall. The pool meets setback requirements for the front yard (10 feet from the secondary front property line) and 6 feet 6 inches from the rear (south) property line. The pool is 10 feet by 38 feet 1 inch in size.

A 4-foot aluminum fence is proposed enclosing the pool and part of the primary front yard. The fence will be 50% opaque with hedges planted on the exterior of the fence. There are no details to the type of hedge that will be planted. The pool equipment is located near the front east portion of the residence near the entry door enclosed within the fence 10 feet 7 inches from the primary front property line.

The pool deck includes a 2-foot to 3-foot concrete interlocking paver deck surrounding the pool, the deck is 10 feet 3 inches from the primary front property line and approximately 8 feet from the secondary property line. The addition of these will reduce the landscape/pervious area total in both the primary and secondary yard setback area where 50% landscape/pervious area is required. Calculations and worksheets are needed to ensure the landscape/pervious area can be met.

Applicant Package: A package of the site plan and survey was 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 fence needs to be approved by the Planning and Zoning Board.
- Clarify if any trees are being removed as part of this addition, if so, a tree removal permit will be required, in addition to mitigation of the trees.
- Provide calculations and worksheets verifying the addition complies with the 50% landscape/pervious area requirement in the front and that the 35% total pervious area for the lot can be met.

Rafael Puig, representing the applicant gave an overview of the project.

Vice Chair Landsman stated that as designed it does not meet the setback requirements.

Town Planner Keller stated they need to make the pool smaller and make some other revisions.

Mr. Davoudpour, applicant, spoke regarding the setback and they can remove the pavers if they do not need to be there.

Chair Frankel stated that they need to see the calculations.

Town Planner Keller stated that if they approve it subject to conditions, he will check the final plans to make sure they meet the conditions.

Board Member MacKenzie asked if Town Planner Keller found any other issues.

Town Planner Keller stated that the drawing was limited since everything was placed on one piece of paper.

Mr. Davoudpour addressed the comments made by the Board.

Chair Frankel asked regarding the fencing and how one obtains access to the pool.

Mr. Puig stated that there is a gate and a rear entrance to the house.

Chair Frankel stated that they need to come up with calculations for Town Planner Keller.

Further discussion took place regarding the project and the fencing under these circumstances.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

H. 228 89th Street – Sign

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to place a permanent wall sign with QR Code on the 89th Street secondary frontage. The parcel is located in the SD-B40 Zoning District.

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

2006 Code: 90-209(c)1 – Provides 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 approximately 50 feet of frontage.

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 approximately 50 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.

Staff Recommendation: Recommend approval of the exterior wall sign. The Applicant's proposed wall sign is 31.5 SF. The illumination of the sign is white LED.

Chair Frankel asked regarding the QRU code.

Ezequiel Fattore, applicant explained that it is an internal website and they can redirect or change.

Board Member Henderson explained how the QRU code works.

Vice Chair Landsman asked if it is lit and the number of lumens.

Town Planner Keller stated it is white LED as required by code.

Board Member Henderson asked regarding the size of the frontage sign.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

I. 9467 Harding Avenue - Sign

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to convert three business storefronts into one retail business. The former KosherLand is expanding and renaming to the Grove Kosher Market. The Applicant was approved by the Planning and Zoning Board in August 2020. The current request includes signage, finalized façade features and the sidewalk café. The commercial space is zoned SD-B40 with 75 lineal feet of frontage.

Three large projecting signs are proposed: one over the main entrance to the storefront (34.89 SF); one at the south end of the store (10.46 SF); and one at the north end of the store (10.46 SF). There is an additional wall graphic (77.89 SF) of which 21 SF is lit in the sidewalk café. The sidewalk cafe is located at the northern portion of the store. Six tables with 4 chairs each are located in the cafe area. Two overhead fans provide circulation and cooling for the cafe area. Overhead flush mounted can lights are used to illuminate the area and a wall graphic (see Applicant's drawings).

Architectural modifications to the front façade include 'wood' building cladding, white and off-white stucco, light grey metal supports with a dark grey metal awning. The storefront is composed of glass windows and doors with dark grey Kawneer frames.

A Google Street View Photo is provided on the following page.

Governing Codes: The September 2021 Zoning in Progress relevant requirements for lots in the SD-B40 District are:

Current Municode: Sec 90-73.a(3b(1-3)) – Provides 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 has 75 feet of frontage. The maximum size of any one sign is 45 SF. The Code has further restrictions including requiring a 1/4 inch to 2-inch offset from the wall to allow rainwater to drain and limits illumination to white LEDs. All signage to be lit with white illumination from dusk to dawn.

Sidewalk Businesses: Sec 18-92 – Provides the minimum standards, criteria and conditions for the operation of sidewalk cafes. The Applicant will need to obtain a sidewalk café permit.

Applicant Package: A package of drawings, renderings, materials detail and survey was submitted by the Applicant.

Staff Recommendation: Approval subject to the sign packet revising the proposed sign area to show the actual sign area being proposed and is equal to or less than 75 SF total for all signs combined, and clarify all LED's will be white.

The Planning and Zoning Board needs to give design approval for the three wall signs, the architectural modifications, the furniture in the sidewalk café and the wall graphics.

Chair Frankel asked how far are they from meeting the 75 square feet requirement.

Town Planner Keller stated they were at 77.8 square feet. He stated that it is just about cleaning it up a little.

Jordy Solvoy, architect represented the applicant and provided an overview of the project.

Chair Frankel commented on the sign and due to the fact that it is illuminated that is why it is considered a sign. She stated that Chair Meischeid from DVAC is in agreement. If they can bring it to 75 feet.

A motion was made by Board Member Henderson to approve the item with staff recommendations, seconded by Vice Chair Landsman. The motion carried with a 4-0 vote with Board Member Bravo absent.

Board Member MacKenzie suggested changing the order of the agenda by putting the easier ones on the top of the agenda.

Chair Frankel stated that in theory it makes sense but the homeowners have to go through the expense of advertisement. She stated that to accommodate the homeowners that are building new homes that is why we put them first.

Chair Frankel asked if they can email their suggestions on the gates and fences to Town Planner Keller in order for him to provide recommendations to the Board.

5. Next Meeting Date: October 28, 2021

Consensus was reached to hold the next meeting on October 28, 2021.

6. Discussion Items:

A. Gates and Fences

B. Zoning Code

Chair Frankel would like to schedule a separate meeting just to discuss the proposed draft of the zoning code.

Town Attorney Recio stated that it is in the purview of this Board to have a special meeting.

The board requested to hold a Planning and Zoning Board Zoning Code Workshop in October.

C. Future Agenda Items

Vice Chair Landsman suggested that since the Commission has decided on items that need to go before the Planning and Zoning Board, for example fences and gates, as well as height of hedges, that they get a message to the Commission for them to have a say on hedges and gates before the Board makes a decision.

Town Attorney Recio stated that with hedges and gates, the Commission suggested what should be in the proposed draft of zoning code and it will come before this Board for recommendations before it is placed in the code.

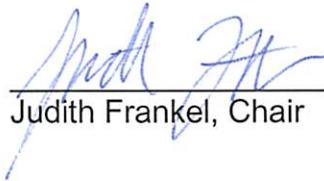
Chair Frankel stated she is passionate about hedges and gates but there are more important things that need to be addressed.

7. Adjournment

A motion was made Board Member Henderson to adjourn the meeting without objection at 10:34 p.m. The motion received a second from Vice Chair Landsman. The motion carried with a 4-0 vote with Board Member Bravo absent.

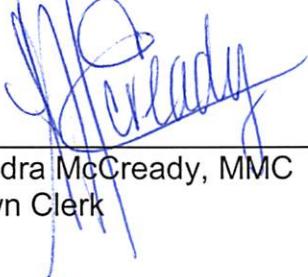
Respectfully submitted,

Accepted this 28 day of October, 2021.



Judith Frankel, Chair

Attest:



Sandra McCready, MMC
Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
Zoning Code Workshop
MINUTES
October 14, 2021 - 6 p.m.
Town Hall Commission Chambers
9293 Harding Ave, 2nd Floor, Surfside, FL 33154**

1. Call to Order/Roll Call

Chair Frankel called the meeting to order at 6:04 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Member James Mackenzie, Alternate Board Member Horace Henderson, Board Member Ruben Bravo and Alternate Board Member Caroline Baumel.

Absent: Mayor Charles W. Burkett

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

Chair Frankel introduced new Board Member Baumel to the Planning and Zoning Board.

Chair Frankel stated that what she would like to do during the discussion is to get a presentation of the item, open it up to the public and bring back to the board on each item and try to get through as much of the agenda as possible as well as providing the Board's recommendations to the Commission.

Town Attorney Recio stated that the Board's recommendations would be provided to the Commission at their upcoming workshop.

Chair Frankel stated that if needed they will schedule another workshop.

2. Town Commission Liaison Remarks

No Liaison remarks were given since Mayor Burkett was absent.

3. Proposed Draft Zoning Code Overview

Town Attorney Recio gave an overview of the zoning code and the process of the code rewrite as it pertains to the 2006 zoning code and the current code. He stated that he is working with the Town Planner as well as Assistant Town Attorney Martos. He provided the process of the zoning code rewrite. He gave a summary of the current code to the Board.

Town Attorney Recio advised the Board on the chart as it is broken up by districts and their requirements.

4. Single Family Discussion

A. Setbacks and Encroachments

Town Attorney Recio went through the chart and comments on the proposed draft and explained how the chart works as it pertains to this section of the code. He also advised the Board about an alternative proposal for evaluating setbacks, lot coverage, and building volume (page 6 of agenda package). He also provided setbacks and encroachment proposals.

Town Attorney Recio provided the lot coverage percentage and proposal for this alternative. Specifically, it proposes a lot coverage of 50%, with floor area increasing as setbacks increase.

Vice Chair Landsman asked regarding the height of homes and stated that one thing Mr. Rose has spoken about in the past is the height and if it was ever considered by the Commission.

Town Attorney Recio stated that they are bound by the Charter as it pertains to the height and they are restricted to 30 feet from the crown of the road.

The following individuals from the public spoke:
George Kousoulas spoke regarding the lot coverage and setbacks.
Jeff Rose

Chair Frankel asked what if someone can still build at the 72% and get the interior square footage.

Town Attorney Recio stated yes, but they must stay within their setback.

Chair Frankel spoke regarding the proposal and the table provided. She stated that they should table the discussion of the charter change but keep it in the back of their mind. She stated that one thing to think about is the volume of those houses and if the setbacks are meaningful.

Vice Chair Landsman stated that he saw the home that Mr. Rose is building, and his first impression is that the home is so overwhelming that it would not meet code, but it does. He stated that is the code they have to work with and does not think the alternative language would substantially change what is happening in the Town.

Chair Frankel commented on the environmental aspect and maintaining the existing home instead of tearing down to build a new home and incentivize the homeowners to maintain the existing structure.

Board Member Henderson spoke regarding the layout and likes the layout administratively better on page 6.

Building Official McGuinness spoke regarding the elevation and allowing item 4G which changes the definition of story to exclude areas that are uninhabitable.

Board Member MacKenzie asked if the Town has focused on retaining stormwater on one's property and their retaining wall.

Chair Frankel stated that what they came up against was the charter height restriction and possibly changing the wording on 4G to allow what was done at Ms. Lecour's house. She spoke regarding the useable space.

Vice Chair Landsman asked from a cost perspective, if you are doing an infill as required, and if it is more expensive elevating the home.

Mr. Rose stated that elevating the home would be more expensive.

Board Member MacKenzie stated that there are comments made to the Board that there is a lack of yard for the children to play. He spoke regarding utilizing the footprint and it adds a bonus to creativity.

Chair Frankel asked in terms of the setback, and encourage open underneath area, they need to have carefully thought-out rules. She stated possibly allowing a larger floor area or mandating an open space.

Further discussion took place among the Board regarding understory space and open space as it pertains to the mass and elevation of the homes.

Chair Frankel discussed articulation and encroachment.

Town Attorney Recio explained what the encroachment pertains to in the code.

Vice Chair Landsman spoke regarding utilization of every square inch that removes open space and ability for the children to play. He asked if the Commission is supportive of this definition change with the understory.

Town Attorney Recio stated that yes, everyone seems to support the understory concept, it is just how to get it done.

Further discussion took place among the Board regarding the understory as well as what recommendations should be made to the Town Commission and what message should be sent while looking at the form and massing concepts.

Chair Frankel asked to try a different tact. She would like to give direction to the Commission.

Town Attorney Recio provided explanation of the agenda and process.

Chair Frankel spoke regarding waterfront setbacks. She stated that this is fixing the code in order to clarify it.

Town Attorney Recio stated that this particularly applies to all buildings, including accessory buildings.

Chair Frankel is fine adjusting it to mean main buildings that are part of the main house.

Board Member MacKenzie would like accessory structure to be allowed within the waterfront setback if it fits within the property.

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

Further discussion took place among the Board members regarding combination of two lots and the percentage of rear setbacks. The Board decided to stay with the language in the draft code.

B. Lot Coverage and Floor Area

Chair Frankel wanted to consider items 16 (lot coverage) and item 19 (single family home volumes) from the list of Commission changes in the agenda.

Discussion among the Board Members took place regarding items 16 (lot coverage) and item 19 (single family home volumes).

Town Attorney Recio spoke regarding lot coverage and projections as it pertains to setbacks. He addressed the item on page 21, number 46 and explained the definition of lot coverage, and the lot coverage allowed for non-habitable areas is 6% of the total lot area.

Board Member MacKenzie asked what the required pervious area would be and does the pool count against that.

Town Planner Keller stated it is 35% and the pool does not count as long as you have 35% of grass.

Chair Frankel stated that should be addressed in the meat of the setback issue.

Town Attorney Recio asked to get some consensus of what the vision is so he can work with that as well as the Town Planner Keller.

Chair Frankel stated that the design guideline is where they need to address all these things and work from there. She stated that they do not match what is on the zoning code and nobody uses it. She stated that the end goal is what they can work with. She stated that the goal of the Board is to have a vision for Surfside as a whole.

Vice Chair Landsman stated that maybe next meeting they should do the design guidelines which has never been discussed and is under their purview.

Chair Frankel stated that her concern is that the Commission will put something in the code that they will have to deal with and not be happy with the changes. She spoke regarding the last meeting with the Commission, which did not allow any form of discussion.

Board Member MacKenzie stated it is hard to focus on this if they do not have the entire picture. He suggested to express their direction to the Commission regardless if they accept it or not.

Chair Frankel stated that the review of all this should be done by a professional. She stated that the process is backwards and the Commission should have stated what their goal is and turn it over to a team of planning and zoning individuals to put it together.

Board Member Baumel agreed with Board Member MacKenzie and that this has been done all backwards. The Commission should have asked the Planning and Zoning Board for their input.

Vice Chair Landsman was thankful for this exercise and spoke regarding the process the Commission did without including the Planning and Board. He stated that as an overall document this does not make sense.

Chair Frankel stated that the proposed zoning code is not clear.

Town Planner Keller stated that they can always focus on sections to make them better. He stated that it is harder to make a whole new document. He stated that they can always by ordinance modify and make the code better.

Board Member Henderson stated that his concern is if they throw their hands up where will they end up?

The following individuals from the public spoke:

George Kousoulas stated that they just need to look at article 4 and there is no real risk with passing what is fundamentally in front of them currently.

Jeff Rose

Chair Frankel asked if the Board wants to go item by item.

Item Number 16. Lot coverage

Board Member MacKenzie would like more information on this item before making a decision.

Mr. Kousoulas stated that the maximum amount of exempted area should actually be 7.2% not 6% and explained how it gets to 7.2%.

Town Planner Keller is comfortable with the 6%.

Board Member MacKenzie would like to see more comparables to determine what the correct percentage should be.

Chair Frankel stated they are fine with moving forward with what the Commission stated but would like to gather more information and options to see.

Town Attorney Recio stated that what is being counted as lot coverage is when the second floor slides out from directly atop the first floor, as opposed to a terrace that is not covered by an occupied space.

Board Member MacKenzie discussed areas to be counted as it pertains to covered and uncovered areas.

Consensus was reached by the Board to move forward with what the Commission stated but would like to gather more information and options.

Item No. 17 - Demolition

Discussion took place among the Board regarding this item and the Board requested more information.

Item No. 18 – Roof deck

Chair Frankel stated that she does not like roof decks on the second floor. She stated that in the single-family interior lots, having a roof deck on top is excessive.

Town Attorney Recio stated that in one of the workshops, the majority of the people at the workshop, directed a two-tier option.

Further discussion took place regarding the different options, restrictions as it pertains to railings as well.

Chair Frankel stated that the proposed language is functionally not allowing roof decks on a second story home. She was not against such a restriction, but thought the code should more clearly state it.

Further discussion took place regarding the roof decks and what will be acceptable.

Consensus was reached for there to be a setback to the middle of the property, that you cannot see it from the street, and the staircase cannot go into the setback. It must also meet all noise requirements and 15% of the roof can be used.

C. Fences, Walls, Gates, and Hedges

D. Landscaping and Pervious Area

Chair Frankel discussed the Florida friendly landscaping. She is pro the Florida friendly and the definition was updated.

Discussion took place regarding the required percentage of the total lot and setbacks for Florida friendly landscaping.

Consensus was reached to accept the changes for Florida friendly landscaping.

Chair Frankel spoke regarding synthetic grass and where it would be allowable.

Town Planner Keller suggested making it difficult for individuals to place synthetic turf until they meet that landscape requirement. He also stated this does not include synthetic turf for driveway.

Town Attorney Recio stated that this prohibition applies to the entire property and the reason for the prohibition is because it is plastic, it degrades after a while and goes into the water. He stated it is more of a sustainability issue.

Chair Frankel commented on an item at the previous board that involved synthetic grass. She stated that this portion of the code states that those that currently have it, they will be able to keep it but once it deteriorates, they cannot replace it and cannot count towards your landscaping.

Town Attorney Recio explained the grace period and the changes regarding synthetic turf.

E. Rooftop Uses – Decks and Mechanical

Chair Frankel is fine with allowing rooftop mechanicals with what the code states as it pertains to single family homes.

Town Attorney Recio read the enhancements to the code as it pertains to this item.

Consensus was reached on the proposed changes to the code.

F. Accessory Structures; Pool Location

Consensus was reached for waterfront setbacks to be within 50 feet from the main structure and 500 square feet maximum.

Chair Frankel discussed notice requirement for applications. Consensus was reached on the notice requirement proposed changes.

Town Attorney Recio explained the practical difficulty portion of the code as it pertains to expansion of the first floor and the restrictions. This section is an attempt to streamline this section which is for a ground floor addition. He stated the proposal gets you to 45%.

Board Member Baumel stated that she likes finding a house and making it nice and increase the footprint on the one story if the house is permissible on how it stands and sits.

Further discussion took place among the Board regarding massing and pages 6 and 7 of the proposal and practical variance.

Board Member Henderson suggested moving forward with number 6 with the suggestion of new construction.

Consensus was reached to move forward with number 6 as it applies to one story homes.

G. Understory Parking

H. Additional Concerns

Lot Aggregation:

Chair Frankel discussed lot aggregation.

The following individuals from the public spoke:

Jeff Rose

George Kousoulas

Board Member MacKenzie asked regarding the percentage as it pertains to the lot width.

Chair Frankel asked if they cannot aggregate the lots until demolition takes place.

Town Attorney Recio stated if you are aggregating the lot, you do a unity of title. He stated where it becomes a problem when you have two separate mortgages on the properties. He explained how lot aggregation, permitting and demolition is mentioned in the proposed zoning code.

- 5. Additional Public Comment**
- 6. Additional Question and Answer**
- 7. Scheduling Additional Workshop (if necessary)**

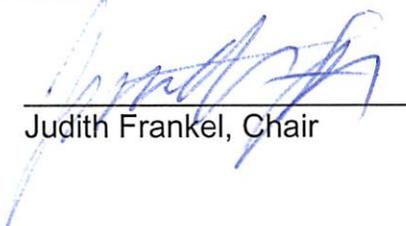
Chair Frankel discussed adding the proposed draft zoning code to the October 28, 2021 agenda and for Deputy Town Clerk Herbello to forward some dates in November to the Board member for the scheduling of an additional zoning code workshop.

8. Adjournment

The workshop adjourned at 9:30 p.m.

Respectfully submitted,

Accepted this 28 day of October, 2021.



Judith Frankel, Chair

Attest:



Sandra McCready, MMC
Town Clerk



TOWN MANAGER'S REPORT

NOVEMBER 9, 2021

I. TOWN DEPARTMENTS

Building Department

A. Building Department Permit and Inspection numbers for the month prior are as follows: October 2021: 94 Permits issued; 149 Inspections performed; 25 lien searches completed. September 2021 (as of 9-27-21): 74 Permits issued; 148 Inspections performed; 43 lien searches completed; 6 TCO/CO/CC's issued.

B. 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.

C. Building Official James McGuinness continues to advocate for the acceleration the 40 Year Building Recertification to commence with buildings 30 Years Old (instead of 40 years old). The Building Officials 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. We could soon have a change in the code.

D. The Building Department has completed its conceptual floor plan design for the modernization and physical remodel of the front office. The Design engineer is now preparing a floor plan for final approval and go ahead for construction plans.

Code Compliance Division

A. Code Compliance Cases: As of October 27, 2021, the total number of active, open cases being managed is 195. Of these cases, 85 cases are still under investigation and are working towards compliance; 13 cases are on-hold; 29 cases are in the Special Master hearing queue; 4 cases 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. For the month of October, the Code Compliance staff has conducted an approximate of 155 inspections.

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 22: As of October 27, 2021, 12 cases have paid/settle for a total monetary collection of \$6,264
- FY 21: As of September 28, 2021, 86 cases have paid/settle for a total collection of \$39,464
- FY 20: 109 cases have paid/settled for a total collection of \$115,851

C. The Code Compliance Division has assisted the Finance Department by conducting 37 Code lien searches for the month of September 2021.

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

E. The Division presented 12 Code Compliance cases to the Special Master.

Community Services & Public Communications Department

A. The Communications Department began working on a number of new campaigns and initiatives for the new fiscal year, including a new street pole banner campaign for the Downtown District designed to highlight some options that are "Only in Surfside." This will complement the "Business Beat" campaign series that has been shared through Town and Tourism eblasts and social channels (VisitSurfside Instagram, Nextdoor, YouTube).

In order for the Town to maximize reach for residents and visitors, it is highly recommended that the department be permitted to create Town channels on Facebook, Twitter, Instagram and other emerging social networks, especially based on new demographic data determined by the 2020 Census.

B. In October, at the direction of the Tourist Board, the department launched the "Sustainably Surfside" campaign. This campaign's goal is to attract green-minded visitors

by rewarding the submission that best exemplifies sustainability with a stay at a local hotel.

The campaign was shared across Town channels, in eblasts and with partner organizations, such as Debris Free Oceans, to promote the contest and eco-friendly practices. As of writing this report, the Tourist Bureau's Instagram reach has increased 20.4%. Results of the contest will be presented to the Board in November.

C. Media inquiries continue to pour in nationwide in follow-up stories to the Champlain Towers South collapse. Communications has been handling all media relations, including a New York Times Magazine story and that of other national outlets. Local media continues to maintain an interest in many aspects of the Town. Over the last month, the Town has averaged about 8 media calls per week.

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 - mental health continued

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

C. *Public Pension Coordinating Council (PPCC) Award:* The Town for the fifth year in a row, was awarded the Public Pension Coordinating Council Award – Public Pension Standards Award for Funding and Administration. The Public Pension Coordinating Council is a coalition of three national associations that represent public retirement systems and administrators. They are the National Association of Retirement administrators (NASRA), the National Council on Teacher Retirement (NCTR) and the National Conference on Public Employee Retirement Systems (NCPERS). Together they represent more than 500 of the largest pension plans in the U.S.A. serving most of the nation's 16 million state and local government employees. The PPCC establishes minimum standards for public retirement systems. These include administration, management and funding. The Standards are separated into and Administrative Standard and Funding Standard. A retirement system may qualify and receive a recognition certificate for either the Administrative or Funding Standard. A retirement system that qualifies for both certificates is awarded the Public Pension Coordinating Council Award; demonstrating a high level of plan design, funding, member communication and administrative practices.

Last year (2020), the Town of Surfside and only 102 other plans nationwide, received the PPCC Standards Award. There were only 11 Florida plans who received the PPCC Standard Award, listed below:

1. City of Ft. Lauderdale Police and Firefighters Retirement System
2. City of Lauderhill Police Officers' Retirement Plan
3. City of Sunrise Police Officers' Retirement Plan
4. Retirement Plan for the City of Tampa General Employees
5. **Retirement Plan for Employees of the Town of Surfside**
6. City of West Palm Beach Police Pension Fund
7. Coral Gables Retirement System
8. Florida Retirement System Pension Plan
9. Pompano Beach Police and Fire
10. Tampa Fire and Police Pension Fund
11. Town of Davie Police Officers Pension Plan

D. EEOC Discrimination Complaints: The U.S. Equal Employment Opportunity Commission (EEOC) issued a Dismissal Notice regarding Ms. Natale Planas complaint. The EEOC will not proceed with its investigation into the charge filed by Ms. Natale Planas. Ms. Natale Planas has 90 days from receipt of the Notice of Rights to file a lawsuit in federal court (or 4 years from the date of the cause of action arose to file in state court). Awaiting on response with regards to EEOC complaints filed by Victor May.

E. Staff Workplace Investigation: Communicated with Town Attorney, investigator, and coordinated staff interviews regarding a workplace investigation.

F. Staff Training: Staff participated in Prevention of Sexual Harassment in the Workplace and Diversity Awareness Training.

G. 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.

H. AFSCME Florida Council 79: Expecting AFSCME to contact the Town to request to commence collective bargaining.

I. Evaluations: All non-FOP, Town employees received a performance evaluation for the fiscal year ending September 30, 2021.

J. Drivers' License: Verified active status of all staff driver's license who drive Town Vehicles and/or receive an auto allowance.

K. 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
- Safety and wellness initiatives

Finance Department

Monthly Budget to Actual Summary – No Monthly Budget to Actual Summary as of September 30, 2021 will be provided as the Finance Department is under a fiscal year end close out process and the external audit has begun. Next month a Monthly Budget to Actual Summary as of October 31, 2021 will be provided with estimated unaudited FY 2021 fund balances.

Parks and Recreation Department

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 as of October 15, 2021 has reopened after renovation to the courts and equipment.

Fall programming classes are in full swing for Fall session II. 96th Street Park design continues to move forward. The LEED part of the design process is under way. The RFQ for the Park construction, is in the planning process and should be completed by December. Veteran's Day is in the planning process and will be held on site at Veteran's Park November 11, 2021. All new budgeted items for P&R are in the process for purchasing. This includes filter tanks for the water playground, new chemical controllers and feeders for the main pool and water playground. Movie night is set for November 20,

2021 at 96th Street Park. Baynanza Beach Clean Up is scheduled for November 6, 2021 at in Surfside.

<i>Planning Department</i>

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

<i>Police Department</i>

A. Police Department Statistics (October 1 – October 24, 2021)

- Traffic Citations – 503
- Parking Citations – 569
- Arrests – 5
- Dispatch Events – 1,296
- Incident/Crime Reports – 36

B. Police Events/Community Outreach

- Mothers Against Drunk Drivers (MADD) is hosting a 5K event at Bill Baggs Cape Florida State Park in Key Biscayne, FL on November 6, 2021 from 7:00 a.m. to 10:00 a.m. Officer Loxley Arch will attend and proudly represent the Surfside Police Department.
- The Surfside Police Department in conjunction the Florida Department of Transportation (FDOT) District Six will host a multi-agency traffic safety enforcement and educational detail on November 10, 2021 from 8:00 a.m. to 12:30 p.m. Law enforcement will be focusing primarily on aggressive driving (as part of the Drive Safe campaign), distracted driving, red-light running, speeding, seatbelt use, move-over law compliance, bike/pedestrian safety compliance and general traffic safety. Golden Beach, Miami Beach, Miami Gardens, Miami-Dade, North Miami, North Bay Village and Sunny Isles Beach Police Departments will be participating in the event.
- The Parks and Recreation Department is hosting their annual Veterans Day Ceremony on November 11, 2021 at 10:00 a.m. at Veterans Park. Officer Marianne Howard will sing the National Anthem, members of Police Department will participate in the ceremony as members of the Honor Guard and the command staff will be in attendance.
- The Surfside Police Department will host a community blood drive on November 16, 2021 from 11:00 a.m. – 4:30 p.m. in the Town Hall municipal parking lot.
- Code Enforcement will host their monthly Special Master Hearing on November 17, 2021 from 10:00 a.m. – 2:00 p.m. in the Commission Chambers.
- The monthly Coffee with the Cops is November 18, 2021 at 10:00 a.m. in the Police Training Room with coffee and refreshments graciously provided by Starbucks.

- The Florida Department of Transportation (FDOT) District Six in conjunction with the Pinecrest Police Department will host a multi-agency traffic safety enforcement and educational detail on November 19, 2021 from 8:00 p.m. to 2:30 a.m. Law enforcement will be focusing primarily on aggressive driving (as part of the Drive Safe campaign), distracted driving, red-light running, speeding, seatbelt use, move-over law compliance, bike/pedestrian safety compliance and general traffic safety. Two police officers from the Surfside Police Department will participate in this event.
- The Menorah Parade held by the Shul of Bal Harbour will take place on November 28, 2021. Surfside, Bal Harbour and Bay Harbor Islands Police Departments will assist with traffic management. The parade will start in Bay Harbor Islands at Ruth Broad Elementary School, pass through Bal Harbour and conclude at the Shul in Surfside.
- A Chanukah Festival hosted by the Shul of Bal Harbour will take place at the conclusion of the Menorah Parade on November 28, 2021. The Police Department will provide support to the event and assist with the street closure of the 200 block of 95th Street.

II. SEE CLICK FIX REPORT

Requests filtered by request category that have been created 10/01/2021 - 10/31/2021

Request Category	Created in period	Closed in period	Average days to close
Code Compliance (Violation)	2	2	0
Dog Stations (P & R)	1	1	0
Other	3	0	

Requests filtered by request category that have been created 01/01/2014 - 10/31/2021

Request Category	Created in period	Closed in period	Average days to close
96 Street Park (P & R)	11	11	2
Beach Issue	238	216	16.6
Code Compliance (Safety Concern)	112	109	19.8
Code Compliance (Violation)	188	184	17.8
Community Center (P & R)	12	10	7.4
Dog Stations (P & R)	18	18	2.6
Drainage/Flooding (PW)	43	34	17
Graffiti (PW)	5	3	17.5
Hawthorne Tot-Lot (P & R)	7	7	22.5
Other	327	280	16.6
Police (Safety Concern)	103	101	5.6
Pothole (PW)	7	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

III. TOWN PROJECTS

Biscaya Waterline Replacement

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

96th Street Park

On October 25, 2021, the Design Team presented two alternate playground plans, exercise equipment options and material samples to the Parks and Recreation Committee. The P&R Committee suggested some design changes and voted unanimously to use the playground vendor Berliner, which was also preferred by some members of the Town Commission at the Sept 14th meeting. The initial review of the plans by the LEED consultant confirmed that the project will qualify for LEED Silver and is likely to be LEED Gold, with the possibility of a Net Zero Energy building. The design team will continue working with the LEED consultant on energy modeling and development of the Construction Documents to meet the Town's resiliency goals. The Town's decisions to pursue LEED certification, install a high-end playground, add the kayak launch and additional lighting to the project will result in additional construction costs but ensure that this generational project enhances the lives of all residents for years to come and sets the standard for future development in Surfside.

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.

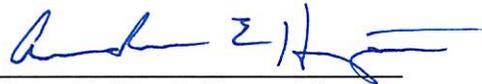
Undergrounding of Utilities

The presentation to the Town during the October 12th Commission Meeting gave a clear representation of the proposed Utility Undergrounding Conversion Project.

Data has been received from utility providers and the consultants diligently work to analyze and consolidate the input in such a form that a comprehensive cost projection can be submitted to continue the long-range planning process.

The detailed cost projection will be discussed at the November meeting to ascertain what further direction will be followed to bring the project to realization.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Andrew E. Hyatt", written over a horizontal line.

Andrew E. Hyatt, Town Manager

10/1/2021 11:27:01

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, 5/31/2017 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 Plan Ext - Site	762 units	257 units	None	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 has occurred. Comments are being finalized.
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	
8/12/2015 12/23/20 Site Plan Amendment 9133 Collins Ave & 9149 Collins Ave	Surf Club II - Redevelopment of property with a multi-family residential project and renovation of existing historic structure. Reduction of dwelling units and hotel rooms. Revisions to expand underground parking and revisions to balcony design	DRG - 9/4/2015, 3/9/2017, 9/17/2017, 2/9/2021 P&Z - 12/7/2017, 2/11/2021, 4/29/21 TC - 2/13/2018, 4/13/21, 6/8/21 Scheduled Site Plan Ext - Site Plan Extension of approved by TC on 7/28 TC Meeting. Applicant requested extension of site plan due to FL Declaration of Emergency. Additional Covid extension - New Permit Due Date December 26, 2021	199 units	Reduced to 31 condo units, 26 hotel rooms	None	None	20-536	Foundation Only Permit Issued		
Original submittal: 2/11/2016 Revised submittal: 5/31/18 9380, 9372, 9364, 9348, 9340, 9322, 9316 & 9300 Collins Ave	9300 Collins Ave - demolition of all existing improvements, construction of 3-story building	DRG - Original submittal: 3/10/2016, 4/27/2016 Revised submittal: 6/27/2018, 8/28/2018, 11/1/18 P&Z - Original approval: 7/18/2016, 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 4, 2024	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	Planning is working on the Landscape Plan review. A landscape inspection was performed and revised comments were issued. The Applicant has revised drawings to be consistent with the comments and plant material has been changed where applicable. A final inspection is necessary to complete this phase.	

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			
10/1/2016, 5/6/21 9116 Harding Ave	303 Surfside - 4 Townhouses (2018) 303 Surfside - 6 Townhouses (2021) Site Plan Ext -	DRG - 11/7/2016, 2/7/2017, 5/18/2017, 6/21 TBD P&Z - 6/27/2016, 6/21 TBD TC - 4/14/2018 Approval Expired Site Plan Ext -	8 units	4 units	None	None	Site Plan approval has expired			
5/19/2017 8995 Collins Ave	Surf House - site plan approval for expansion to existing multi-family building	DRG - 6/19/2017, 8/24/2017, 9/28/2017 P&Z - 2/22/2018, 4/26/2018, 5/31/2018, approved on 10/27/19 TC - 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 submittals: 8/01/2016, 12/23/2016, 03/09/2018, 10/29/2018 9/25/2020 8851 Harding Avenue	18 multi-family units	DRG - 01/22/2015, 08/18/2016, 01/23/2017, 03/23/2018, 11/29/2018 Meeting Pending, 2/25/2021 PZ - 01/31/19 PZ recommended approval (Requires PZ Reconsider) 2/25/2021 PZ Denied Plan TC - Denied by the Commission (requires reconsideration by TC), TC Approval 5/26/21 Site Plan Ext -	33 units	Current request is for 18 units. Town Planner, DRG recommended approval P&Z recommended denial	1 requested: Section 90-82. - Off-street loading requirements (Loading Space Size). Not Required in 2021 Plan	Not needed in 2021 request		Site Plan Approval 5/26/21		
7/3/2019 9580 Abbott Ave	Young Israel Variance Request to eliminate landscaping to provide for a handicapped accessible ramp	DRG - N/A P&Z - 8/29/2019 TC - 10/29/19 Site Plan Ext -			1 requested: eliminate landscaping along the north side of the building	None				
1/7/2020 8926 Collins Avenue	Arte request to have FPL vault encroach into landscape buffer.	DRG - N/A P&Z - 1/30/2020 TC - 2/11/2020 Site Plan Ext -			Landscape buffer	Approved				



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

TO: Mayor and Town Commission

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

CC: Andrew Hyatt, Town Manager
Jason Greene, Assistant Town Manager

DATE: November 3, 2021

SUBJECT: Office of the Town Attorney Report for November 9, 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:

October 4, 2021 – Tourist Board Meeting

October 12, 2021 - Regular Town Commission Meeting

October 14, 2021 – Planning & Zoning Board Zoning Code Workshop

October 26, 2021 – Zoning Code Workshop

October 28, 2021 - Planning & Zoning Board Meeting

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. 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 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 bi-weekly status hearings before Judge Hanzman and addressing numerous questions and issues from the Court and appointed Receiver, Michael Goldberg, including the recent 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 continue to work the Town Commission in support of any needs arising from the CTS Building

Collapse. We appreciate your support as we continue our fourth year of service and work in implementing the Commission's policy directives.

Staff Support:

Members of the Firm continue to provide support to Town administration and staff during the COVID-19 health pandemic, and continue to address a variety of issues and assistance with the Town's response to the crisis and compliance with the Governor DeSantis' directives and orders. Various members of the Firm continue to work with Town administration and staff responding to needs arising from the CTS Building Collapse.

As typical, members of the Firm continue to assist the Town administration and staff, as well 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, 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 Services, 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
- Resolution Expressing Support for the Sister Bays Program and Urging Coastal Communities throughout the County to Support the Program; Encouraging the Miami-Dade County Board of County Commissioners to Develop a Memorandum of Understanding for the Sister Bays Program
- Resolution Approving a Voluntary Cooperation and Operational Assistance Mutual Aid Agreement with the City of North Miami
- Resolution Approving Fiscal Year 2021/2022 Police Forfeiture Fund Expenditures
- Resolution Approving Budget Amendment No. 11 for Fiscal Year 2020/2021 Budget
- Resolution Approving Purchase of Services from Kofile Technologies, Inc. for Preservation. Archival and Digitization of Historical Town Documents
- Resolution Approving the Purchase of a Town Hall Fire Alarm System Upgrade from Sciens Building Solutions, LLC c/o Empire Fire Safety
- Resolution Urging the Florida Public Service Commission (PSC) to Reject Florida Power & Light's (FPL) Request for a Base Rate Increase and Rate Unification, and to Reject the Proposed \$25 per Month Minimum Charge
- Resolution Approving Budget Amendment No. 1 for Fiscal Year 2022 Budget

- Resolution Approving the Renewal of Agreement with Thomson Reuters West Publishing Corporation for CLEAR Investigative Tool for Fiscal Years 2022-2024
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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 second joint motion to push the mandatory case management report to December 15, 2021 due to the CTS Building Collapse.

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 implemented Phase 2 of the Metroplex project on August 12, 2021. These are the flight procedures that impact aircraft flying in and out of Miami International Airport and 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 October 26, 2021, the Town’s Special Counsel filed its Opening Brief with the Eleventh Circuit Court of Appeal. The Opening Brief alleges that the FAA did not properly consider the cumulative impacts of the changed flight procedures, which is a violation of federal laws including the National Environment Policy Act, the Clean Air Act, and the Town’s due process rights under the 14th Amendment. A reply brief from the FAA is expected within 21 days of the filing of the Opening Brief before further action is taken by the Eleventh Circuit Court.

Solimar Condominium Association, Inc., v. Town of Surfside, Case No. 2019-025481-CA-01.

This is an action for declaratory relief and breach of contract filed by a condominium association within the Town. The condominium association is represented by a firm that is engaged in multiple lawsuits against municipalities challenging fees and charges related to water, sewer, and stormwater utilities. As to the Town, Solimar alleges that the Town’s methodology for calculating the stormwater utility fee is unconstitutional and not authorized by state statute or is an illegal tax. The Town initially filed a motion to dismiss. Although the court denied the motion, it expressed the opinion that once the actual date the ordinance was enacted is part of the record, summary judgment would be appropriate against the two constitutional claims. Solimar responded by added two contractual counts by amending its complaint. Based on the court’s statements concerning the motion to dismiss, the Town answered the amended complaint and has filed its motion for summary judgment. A hearing date for the motion for summary judgment was set for August 18, 2021. At the August 18th hearing,

the Court entered an Order continuing the Town's motion for summary judgment and to reset the case management. Mediation in the above matter is scheduled for December 6, 2021. Trial is scheduled on the Court's docket for the trial period commencing January 31, 2022.

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 commencing January 11, 2022. 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 COVID-19 health pandemic; continued 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 case management in connection with Beach House Hotel beach furniture litigation; defense and case management of the Solimar stormwater litigation; continued 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 RFP for emergency debris collection and monitoring services; development of potential Charter amendments for the 2022 election, including financing for undergrounding of utilities 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.



Town of Surfside

SPECIAL PARKS & RECREATION COMMITTEE MEETING

MINUTES

August 23, 2021 at 7:00 p.m.

Surfside Community Center
9301 Collins Avenue, Surfside, FL 33154

1. Call to Order/Roll Call

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

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

Absent: Committee Member Marta Olchyk

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

2. Agenda and Order of Business

Chair Logan thanked Parks Director Milian and his department for the amazing job they did under the terrible circumstances during the Champlain Tower Collapse. She stated the P&R Department dose and didn't get enough recognition for the job they did.

Parks Director Milian thanked the Chair and Committee for their recognition.

3. Approval of Minutes:

- June 21, 2021 Parks and Recreation Committee Meeting

A motion was made by Vice Chair Travis to approve the June 21, 2021 Parks and Recreation Committee Meeting Minutes, seconded by Committee Member

Tatum. The motion carried with a 4-0 vote with Committee Member Olchyk absent.

4. 96th Street Park Design Development – Parks and Recreation Committee Review and Design Team for Feedback.

Parks and Recreation Director Milian introduced the item and the members from Savino Miller who proceeded with the PowerPoint presentation.

Kelly Hitzing, Savino and Miller provided the presentation for the 96th Street Park Design Development and stated what their project schedule is for the design development and would like to have another meeting in the future. She also provided the site plan design development building layout. She provided the connection of the play field and still being able to hold an event. She provided the design development different site plan options and playgrounds in the area. She went through the playground design values where the children will not get tired of the same style playground while making sure the materials used are long lasting. She spoke regarding going with rope playgrounds which is very common now and the children will play more while engaging their minds. She provided playground conceptual sketches that will incorporate the sea into the design. She showed some of the playground companies and their different designs. She explained the fall playground safety and some have a large fall area. She spoke regarding talks that were discussed before regarding a splash pad in a different area and they are looking at misters instead and incorporate them in the play area.

Commissioner Velasquez asked if they can add a mister to any design.

Ms. Hitzing stated that they can make any have a mister.

Barry Miller, Savino Miller, stated that those types need to be in the sun and they do require maintenance.

Parks Director Milian stated that the items up there are the ones that were prioritized at the time and he stated that the idea is trying to get as much as you can in the location. He stated that the more you add, you might have to shrink or reduce the size of some of the equipment.

Ms. Hitzing continued with the design development site plan presentation. She spoke about possibly shaping the stairs and planters more and the dunes could be a sitting area. She discussed the pros and cons as well as cost when it comes to playground surface options, and poured-in-place rubber. They are made with recyclable material and the cost is between \$13.00 to \$30.00 per square foot. She discussed engineered wood fiber and provided the pros and cons with the cost of \$4.00 per square foot and that is also recyclable. She provided the bonded rubber mulch and provided the pros and cons with a cost of \$8.00 to \$13.00 per square footage. She stated they are looking into artificial grass but has many environmental

issues, she provided the pros and cons and the cost of \$6.00 to \$20.00 a square footage.

Ms. Hitzig continued with the shaded plaza exercise equipment presentation which included functional cluster exercise equipment. She also discussed the traditional component exercise equipment. She also spoke regarding game tables and site furnishings.

Ms. Hitzig continued with the park fencing presentation for the park and showed different parks in nearby municipalities and the 5-foot metal picket fence they used. She stated that Surfside's park has a very high fence and they are suggesting a 5-foot fence and described where they would be placing the fence and railing. She provided the plan diagram for the park fencing.

Commissioner Velasquez asked if where the mesh was if they placed the metal fence and how can they prevent people from getting in.

Mr. Miller stated that there is a ledge that will be closed, there will be a railing and also different options.

William Lane, William Lane Company gave different options including glass.

Commissioner Velasquez stated that glass would be very nice.

Ms. Hitzig spoke regarding the pool code and they follow all those guidelines.

Parks Director Milian stated that the Community Center is surrounded by a 4-foot fence that meets code.

Commissioner Velasquez stated that the issue is that the park is on the waterway which has current.

Mr. Lane gave an overview of the architecture design and new elevations of the schematic rendering of the building as well as the floor plan.

Chair Logan asked why they did not put air conditioning in the bathrooms.

Mr. Lane stated that they use natural ventilation.

Committee Member Tatum stated that she agrees with that because of the kids going in from hot and cold is not good.

Chair Logan asked regarding the mother needing to change the baby's diaper.

Committee Member Tatum suggested an air conditioning mother changing station.

Further discussion took place among Savino Miller, William Lane and the Committee Members regarding having an area for a mother to change their baby and/or feeding the baby as well as the design and the ventilation.

Parks Director Milian spoke regarding the air-conditioned bathrooms and you want them in and out and not create an area where it can become an issue.

Commissioner Velasquez suggested having some air conditioning in some area. She believes these are things that need to be considered now and not have it be done after the project is done.

Ms. Hitzig stated that they would have to redesign the project if they want to have air conditioning.

The following individuals from the public spoke:

Jeff Rose stated that due to COVID, many places are removing the front door to the bathrooms.

Mr. Lane stated that this is what most people are doing with parks.

Further discussion took place regarding the ventilation system of the project and there will be an air-conditioned bathroom in the offices on the second floor.

Mr. Lane asked Parks Director Milian regarding the storage room and if he would like it to be air conditioned.

Parks Director Milian stated that storage is key and he is fine with it being not air conditioned.

Chair Logan suggested the storage area should be air conditioned because of the heat it will deteriorate, at least one storage room.

Mr. Lane stated that they are proposing to use the mechanical equipment next to the kayak launch and the units will be at the same elevation of 10 feet as required. He stated that they are working with the engineers to get their input. He stated that at the next meeting they will provide details of lighting fixtures, etc.

Committee Member Tatum stated that she prefers hiding places, natural climbing features and higher climbing area. She asked regarding the swings.

Ms. Hitzig stated that slides can come from the top of any design.

Committee Member Tatum spoke regarding the rope design and does like the pirate ship design.

Chair Logan likes the octopus and jellyfish because it gives them different options.

Commissioner Velasquez asked if they could do a merge of some things.

Further discussion took place among the Committee Members and Savino Miller representatives on the different options and concepts of the playground equipment while incorporating different options together to keep them entertained and not bored.

Committee members prefer shade over misters.

Vice Chair Travis spoke regarding surfacing and they should be willing to spend the money and prefers mulch and make sure that whatever they choose for it to be environmentally safe.

Committee Member MacBride stated that the rubber matting in his experience, had to be sprayed once a month with Downy because it would help maintain the color and material and prevented the kids from shocking other kids.

Discussion took place among the Committee members and Savino Miller regarding a possible zip line in some area of the park.

Chair Logan stated that she is not a fan of the artificial grass and it is very hot. She is a fan of the mulch and not a fan of the rubber matting, but whatever works. She is fine with the height of the fence and netting. She likes the heavy glass in front of the water. She mentioned parents having to discipline their children and not allow them to go over the fence. She likes the concept of everything being free form. She mentioned that her children love the monkey bar and some of the old school stuff with the new school twist.

Ms. Hitzig addressed the comments made by the Committee Members.

Chair Logan stated she also likes the other equipment for the older teens and maybe create an area for the older ones as well as the elderly.

Parks Director Milian stated that might be a concern of staffing being an issue. He did say that he did receive good feedback with that type.

Mr. Miller asked Chair Logan which mulch she was referring to.

Chair Logan stated she likes the regular mulch not the rubber mulch.

Commissioner Velasquez stated that many people do not like it because it brings mosquitos.

Ms. Hitzig stated that it is real mulch.

Commissioner Velasquez commented that the rubber matting is conducive to creating a nice design.

Mr. Miller spoke regarding the cost of the different options.

Further discussion took place regarding the mister and use of the park.

Committee Member MacBride spoke regarding the misters and is not a fan of it and code is not particularly happy with misters.

Mr. Miller showed the bonded rubber mulch that is bonded and the City of Coral Gables uses this type.

Discussion took place among the Committee Members and Savino Miller regarding the type of playground surface options and what is recyclable.

Vice Chair Travis asked why they would not put a taller fence or net on the bay.

Ms. Hitzig responded to Vice Chair Travis' question.

Committee Member MacBride reminded them that the Town does not have the staff to remove the netting prior to a hurricane.

Discussion took place among the Committee Members, staff and Savino Miller regarding the fencing and netting.

Commissioner Velasquez asked if by placing the palm trees will it defeat the purpose of the view of the water.

Mr. Miller stated it will give shade and you will be able to see through the palm trees.

Committee Member MacBride asked how raised is the park.

Mr. Miller answered Committee Member MacBride's question.

Committee Member MacBride asked regarding the surface and different hoops of the basketball court.

Parks Director Milian stated that it is painted and they will be able to choose the hoops and possibly something retractable and professional looking.

Mr. Miller stated that there are some basketball courts with art inspired design as well.

Parks Director Milian stated that his concern with art is that art is very subjective.

Committee Member MacBride suggested placing the Surfside logo into the court design.

Parks Director Milian spoke regarding the basketball court design and first work on the essentials and the rest esthetically pleasing and looks good.

Chair Logan stated let's build the park and then commission for an artist.

Committee Member Tatum asked if there will be space for all the ideas they provided, including game tables and exercise equipment.

Commissioner Velasquez stated that there are elderly and can they also be able to use the park.

Further discussion took place regarding things for the seniors to be able to use and movable furniture.

The following individual from the public spoke:
Jeff Rose

Mr. Miller addressed the comments made by Mr. Rose and the process and time it will take for the permit process including DERM.

Chair Logan asked if there is a way to start with the permitting in advance.

Ms. Hitzig stated that they are not going to gain much time by putting the building permitting first.

Ms. Savino stated that the kayak launch is one thing that will take longer.

Ms. Hitzig stated that they cannot put the building out to bid just like that because they have to go out for LEED certification as well.

Commissioner Velasquez asked what is the plan and timeline.

Ms. Hitzig spoke regarding the different phases.

Parks Director Milian clarified the meeting and time frame to get the second feedback from the Committee.

Chair Logan asked if Savino Miller could send the committee more information and have it sent to the Committee members.

Committee Member Tatum stated it is basically the surface and fencing.

Ms. Savino stated she received their feedback and they will send out the information.

Ms. Hitzig stated that they would send out information with the playground equipment.

Mr. Miller stated that they prefer to go with one vendor and can he do the things they want to do. Then they can start adding things. He stated the vendor is crucial.

Chair Logan stated for them to send Parks Director Milian their information and they will provide the information through the Deputy Town Clerk for their feedback.

Parks Director Milian commented on the design concept for the playground as well as the playground matting material.

Commissioner Velasquez clarified that on September 14, 2021 they will have a presentation with the equipment and everything for the Commission to vote on.

Mr. Miller stated if the Commission is happy and supportive then the idea and concept will stay.

Chair Logan explained what the possible budget issues could be encountered.

Discussion took place regarding trying to keep the sidelines and views across the park.

Deputy Town Clerk Herbello reiterated the direction by the Committee for Savino Miller to provide the updated presentation to Parks Director Milian to then send to Deputy Town Clerk Herbello to disseminate to the Committee Members for their suggestions and questions.

5. Special Design Team Meeting with Parks and Recreation Committee Date and Time TBD

Parks and Recreation Director Milian introduced the item and provided dates for the special design team meeting.

This was discussed in connection with item 4.

6. Update on Parks and Recreation Fall Programming following the Champlain Tower Tragedy

Parks and Recreation Director Milian provided an update on the fall programming. He stated that the after-school program started today and they had 45 children. They are also looking at what to do with the tennis center and it has sustained a lot of damage. He stated that all the damage will be covered by the insurance company.

They are shooting for a goal to reopen and they have to check on the cracks and hoping for the second week of September.

Commissioner Velasquez asked if 88th Street is open.

Town Manager Hyatt stated that they are hoping to reopen 88th Street soon and a second lane on Collins Avenue as well soon.

Chair Logan asked if History Miami is taking the memorial wall.

Town Manager Hyatt stated yes and possibly next Monday.

Commissioner Velasquez spoke regarding Friday having an event that was honoring the first responders and they spoke regarding the wall.

Chair Logan stated that History Miami will curate it and then give it back to the Town.

Town Manager Hyatt stated that tomorrow there will be a memorial service.

Parks Director Milian spoke regarding some of the obstacles they encountered during the summer.

Chair Logan asked if the tennis program is the only one that cannot be confirmed.

Parks Director Milian stated yes, that they need to take care of the memorial and cannot do anything with the tennis court until the memorial is taken care of.

Parks Director Milian stated that Miami Shores is still offering use of their tennis courts for residents to use. The idea is to let the residents know they can play tennis.

Parks Director Milian spoke how great Miami Shores has been with Surfside.

7. Public Comments - (2-minute time limit per speaker)

There were no public speakers.

8. Next Meeting: October 25, 2021

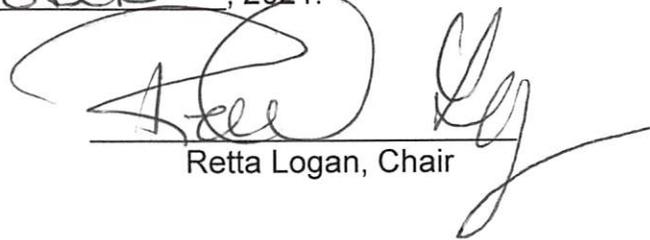
Consensus was reached by the Committee members to have the next meeting on October 25, 2021.

9. Adjournment

A motion was made by Vice Chair Travis to adjourn the meeting without objection at 8:51 p.m. The motion received a second from Committee Member Tatum. The motion carried with a 4-0 vote with Committee Member Olchyk absent.

Respectfully submitted:

Accepted this 25 day of October, 2021.



Retta Logan, Chair

Attest:



Evelyn Herbello
Deputy Town Clerk



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

SEPTEMBER 30, 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 7:15 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Member James Mackenzie, and Alternate Board Member Horace Henderson

Absent: Mayor Charles W. Burkett and Board Member Ruben Bravo

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

No Liaison report was provided due to Mayor Burkett being absent.

3. Approval of Minutes – August 26, 2021

A motion was made by Vice Chair Landsman to approve the August 26, 2021, Planning and Zoning Board Meeting Minutes, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

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. 668 88th Street – New Two-Story Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant lot. The parcel is located in the H30A Zoning District at 668 88th Street. The average lot depth is 201 feet with a width of 75 feet. The Applicant indicates the lot size is 15,084 square feet (SF). The proposed airconditioned floor space totals 3,830 SF.

The setback requirements for the H30A Zoning District are 20-foot front, 7-foot 6-inch side and 50 feet rear (Biscayne Bay). The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback. Total lot pervious area is proposed to be 41% where 35% is required. The front yard setback pervious area is proposed at 76% where 50% is required. The rear yard setback pervious area is 60% where 40% is required. The second floor under ac is proposed at 4,171 SF which is 28% where 32% is the maximum. A pitched roof is proposed at the 30 feet height requirement. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include glass garage door panels with black metal trim and windows with black and limestone cladding at the entrance area and between the two floors. A water feature is also provided at the front entrance. The remainder of the residence is in white stucco. The front elevation includes a concrete driveway with the garage entrance facing north. A dark metal roof is proposed.

The landscape plan provides for 3 Bridal veil street trees, 4 Sable Palms and 3 Live Oak trees. Green Buttonwood hedges are proposed on the side yards and Bay Rum hedge is proposed on the front property line. Twelve existing on-site trees are proposed to be removed.

Applicant Package: The Applicant submitted architectural drawings and photos (15 sheets), a landscape plan (8 sheets), a boundary survey (2 sheets) and application with an ownership affidavit (3 pages).

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Provide calculations to support the average setback for the 2nd floor.

Revise the drawing package to provide front and rear yards that combine to equal at least 36% of the lot's depth.

Remove the porch and stairs on the side yard.

Revise the porch and stairs in the side yards to provide a minimum of 5-foot setback from the property line.

The west elevation depicts the garage doors different than the rendering.

Zoysia grass is proposed in the landscape plan. This grass is not included in the landscape section of the Zoning Code (see **Sec. 90-89.1**).

Obtain tree permits where required when removing the trees.

Tony Leon, architect representing the applicant spoke regarding the application and the recommendations. He stated that the recommendations can be done.

Julian Johnston, applicant addressed the Board regarding the project.

Town Planner Keller agrees with the 50-foot setback and the stairs have to come out of the side setback.

Mr. Leon stated that they can remove the stairs.

Chair Frankel spoke regarding the setback and the stairs.

Mr. Leon spoke regarding the side setbacks.

Board Member MacKenzie spoke regarding the setbacks.

The following individuals from the public spoke:

Jeff Rose spoke regarding the change if the zoning in progress expires and the zoning code change.

Building Official McGuinness made additional staff recommendations that they are not operating under the 2020 Building Code and the 2017 Electric Code. He spoke regarding the base elevation requirement and the 2 feet of freeboard.

Board Member Henderson asked regarding the stairs on both sides, it appears that to meet the 7.5 feet they must remove the entire stairs. If they do that, will it change the flow.

Mr. Leon addressed the comments made by Board Member Henderson and gave suggestions as to how they will accomplish the removal of the stairs.

Town Planner Keller spoke regarding the tie beam and the second one is a bit higher and he did not understand it in the drawing.

Mr. Leon addressed the comments made by Town Planner Keller regarding the truss and tie beam.

Chair Frankel asked if they are meeting the 30 feet.

Mr. Leon stated that yes, they are.

Vice Chair Landsman discussed the comments made by Mr. Rose regarding the zoning in progress and code change and they should keep the code and the ZIP as it stands. He asked if they are confident with the setbacks.

Mr. Leon stated the glass doors is the intent and addressed any concerns regarding the garage.

Board Member MacKenzie asked if they submitted signed and sealed plans. The plans he has are not signed and sealed and wants to know if there is an original signed and sealed set. He asked if the lot is split and if they did a survey.

Mr. Leon stated they do have the original signed and sealed set and stated that the lot was split, and they did have a survey.

Town Planner Keller stated that the survey provided was a boundary survey only.

Board Member MacKenzie asked regarding the pool deck and did not see any elevation and the house has to be at plus 10 feet and the street is usually at plus 4 feet. He stated that the steps being represented is not accurate.

Mr. Leon stated they are raising the seawall and the ground.

Further discussion took place among Board Member MacKenzie, Town Planner Keller and Mr. Leon regarding the raising of the seawall.

Chair Frankel spoke regarding the raising of the seawall and it being higher than the neighbors will be an issue. She spoke regarding raising the home.

Board Member MacKenzie stated that they are not sure where the house would be sitting.

Town Planner Keller addressed the comments made by the Board regarding the walls that surround the home and the height of the walls as well as sloping away from the house.

Further discussion took place among the Board, Town Planner Keller and the applicant regarding the seawall and requirements.

Vice Chair Landsman asked if the retaining wall is there and if there will be landscaping to cover the wall.

Mr. Johnston addressed the comments made by Vice Chair Landsman.

Board Member Henderson asked if he has advised his neighbor.

Mr. Johnston stated yes and he has not been able to get a hold of her.

Discussion took place regarding the grade of the project.

Town Attorney Recio stated that the definition of grade is to the crown of the road.

Board Member MacKenzie asked if there are steps.

Mr. Leon stated yes and provided the sketch shown on the plans.

Chair Frankel asked regarding the dark color of the roof metal and if they could consider a lighter color.

Mr. Leon stated it is a dark gray.

Chair Frankel stated it would impact their cooling cost.

Board Member MacKenzie asked regarding the attic and insulation.

Chair Frankel suggested lighter shade of gray for the roof color.

The following individual from the public spoke:
George Kousoulas

Board Member Henderson addressed the comments made by Mr. Kousoulas.

Board Member MacKenzie asked regarding where would the placement of the air conditioning and pool equipment be located.

Mr. Leon stated they will be going in the backyard.

Town Planner Keller stated that they are not approving the pool tonight because they did not have enough information.

Chair Frankel stated that they are not looking into that now and stated that the stairs currently are not intrusive.

Discussion took place among Board Member Henderson and Town Planner Keller regarding the pool and the mechanical equipment.

Board Member MacKenzie stated possibly considering working in a spot where the machines should be placed.

Board Member Henderson stated that the conditions should be stated as part of the recommendation of approval.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations and conditions, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

B. 732 88th Street – New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to renovate an existing 2 story residence with a detached garage on a large waterfront lot. The existing residence includes 2,349 square feet (SF) of airconditioned space with a 592 SF detached garage. Proposed improvements to the residence include adding a covered entry feature, a covered patio and a second-floor open terrace. The covered entry and patio total 219 SF and the second-floor open terrace is 184 SF. A 62 SF addition is proposed for the detached garage and a future carport is proposed adjacent to the detached garage. Additionally, the existing 24 Foot driveway will be demolished and reconstructed centered on the front property line. A large entry plaza and driveway will be constructed. All windows and doors will be upgraded to storm impact requirements and additional exterior and interior upgrades are proposed. A pool, deck, carport, fence and walls are future improvements which will be submitted separately.

The lot is zoned H30A with an area of 15,202 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 covered entry feature, the covered patio and the 2nd floor open terrace comply with setback requirements. The proposed addition to the garage does not comply with current 7 Foot 6 Inch side yard setback.

Governing Codes: Zoning in Progress relevant requirements for lots in the H30A 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 and survey was 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:

The Town Finished Floor Elevation is 8 Feet plus 2 Feet. The Building Department will require information to verify the value of the improvements proposed are less than 50% of the building value.

Provide information and or revise the drawings to verify the front and rear yard setbacks combine to equal at least 36% of the lot's depth.

Provide calculations and worksheets to verify the property provides 35% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide calculations and worksheets to verify the front yard setback area provides 50% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide calculations and worksheets to verify the rear yard setback area provides 40% landscape/pervious area with 20% of the landscape material Florida Friendly.

Provide additional detail on the revised entry plaza and driveway including dimensions, material proposed and total pavement area.

The driveway width is limited to 18 feet.

Additional detail is required for review of the front yard fence/gate which requires design approval by the Planning and Zoning Board.

The detached garage addition does not comply with the 7 Foot 6 Inch setback.

Chair Frankel asked regarding the garage and setbacks.

Town Planner Keller addressed the comments made by Chair Frankel.

Board Member MacKenzie asked regarding the area they want to set apart in the garage and the requirement of the setback even if it is such a small area. He asked if there is a grandfather clause.

Town Planner Keller stated that this home was built before the code and possibly in the 1930s.

Town Attorney Recio addressed the comments made and setback requirements.

Arie Sklar, architect, representing the applicant provided an overview of the project.

Board Member MacKenzie asked if the roof line is straight but the wall at an angle.

Mr. Sklar stated yes. He proceeded with the presentation of the project.

Chair Frankel asked Town Attorney Recio regarding a property a while back that they were allowed to make a small addition to the home that did not meet code because it made it more accessible for the older couple who had a historic home.

Town Attorney Recio addressed the comments made by Chair Frankel.

Chair Frankel is glad that the house is being preserved and that tiny bit is not going to be noticed.

Building Official McGuinness thanked Town Planner Keller for bringing up the 50% improvement and he discussed this with Mr. Sklar.

Vice Chair Landsman asked regarding a privacy wall.

Chair Frankel stated that they are coming back for that.

Mr. Sklar spoke regarding the 5-foot privacy wall close to the property line.

Vice Chair Landsman asked Town Planner Keller if that will fly with the code.

Town Planner Keller addressed the question by Vice Chair Landsman and stated it will have to come back along with the pool.

Board Member MacKenzie agrees with the rest of the Board that he has done a great job with the plans. He asked if the windows are operable.

Mr. Sklar stated that they intend for them to be operable.

Board Member MacKenzie suggested looking at a neighbor who has created privacy without enclosing the property.

Board Member Henderson also agrees with Board Member MacKenzie.

Chair Frankel is in agreement with Board Member MacKenzie.

Town Planner Keller read the conditions of approvals.

A motion was made by Board Member MacKenzie to approve the item with staff recommendations and conditions, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

C. 9280 Byron Avenue - New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant interior lot. The parcel is located in the H30B Zoning District at 9280 Byron Avenue. The average lot depth is 112.5 feet with a width of 55.04 feet. The Applicant indicates the lot size is 5,625 square feet (SF). The proposed air-conditioned floor space totals 3,830 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot 6-inch side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback. Total lot pervious area is proposed to be 35% where 35% is required. The front yard setback pervious area is proposed at 68% where 50% is required. The rear yard setback pervious area is 57% where 40% is required. The second floor under ac is proposed at 1,772 SF which is 32% where 32% is the maximum. A flat roof is proposed at the 30 feet height requirement. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include front elevation wood pergola, glass railings, metal decorative metal grille, windows with warm medium gray trim, board formed architectural concrete features, planter, water feature at front entrance, charcoal gray front door and accent lighting.

Applicant Package: A package of 8 drawings and an application was submitted by the Applicant with a recent survey.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

The eave for the flat roof is limited to a 6 Inch encroachment into the side setback area.

Provide information on the accent lighting.

Building Official McGuinness provided comments.

Jeff Rose, representing applicant, provided an overview of the project.

The following individual from the public spoke:
George Kousoulas

Vice Chair Landsman asked if there are plans for hedging or privacy and pervious plans.

Mr. Rose stated they are keeping it open in the front and will keep the pervious.

Chair Frankel asked if the planters count as part of the pervious.

Discussion took place regarding the pervious area and the planters.

Board Member Henderson spoke regarding the lot being able to contain the house but clearly it is per code.

Mr. Kousoulas responded to the questions posed by Board Member MacKenzie.

Board Member MacKenzie asked where the pool equipment will be going.

Mr. Rose stated it would be on the southwest portion of the house and it will be screened in.

Board Member MacKenzie spoke regarding landscaping and the pool.

Chair Frankel spoke regarding issues you have with small lots including hedging. She asked if it is 10 feet in the back.

Mr. Rose stated that it was 6-8 feet and the decision is if you have a backyard or a pool.

Chair Frankel agrees with Board Member MacKenzie.

Chair Frankel would like to add to additional discussion items on the agenda pool elevations.

Board Member MacKenzie spoke regarding the crown of the road.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

D. 9348 Byron Avenue - New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to demolish an existing 1-story single family residence and construct a new 2-story single family residence. The parcel is located in the H30B Zoning District at 9348 Byron Avenue. The average lot depth is 112.5 feet with a width of 50 feet. The site plan indicates the lot size is 5,625 square feet (SF). The proposed air-conditioned floor space totals 4,040 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 5-foot side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 35 feet and a 5-foot side setback. Total lot pervious area is unclear and needs clarification where 35% is required. The front yard setback pervious area is proposed at 50% where 50% is required. The rear yard setback pervious area is 76% where 40% is required. The second floor under ac is proposed at 1,793 SF which is 32% where 32% is the maximum. A pitched roof is proposed at the 30 feet height requirement. Table 1 on page 2 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include a garage door, windows, stacked stone, white stucco, concrete planter and composite wood. The front elevation includes a paver driveway and walkway with grass, trees, a bay window and front porch. A charcoal tile roof is proposed. Detailed drawings were provided by the Applicant with limited information on the pool.

Applicant Package: A package of 8 drawings and an application was submitted by the Applicant with a recent survey dated 9/1/2021.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Future pool deck should be defined to ensure rear setback requirements are met in addition to landscape/pervious area.

Provide a height dimension for the fence. Maximum fence height is limited to 6 feet.

Street trees area are required along the public street frontage of the property. At least 2 trees are required on Byron Avenue. It is suggested the trees be planted along the property lines.

Tree removal permit is provided prior to the removal of existing site trees.

Provide calculations to show the 35% minimum pervious area is met, in addition to the 20% Florida Friendly.

Relabel garage as 'storage,' and clarify if the door will be composite wood or grey to match the stone color.

Hugo Miyares, architect representing applicant provided an overview of the project.

Board Member MacKenzie spoke regarding the design of switching the door and wall. He spoke regarding the relationship of the house with its surroundings. He suggested the steps to be more interactive with the landscape.

Chair Frankel stated that the house is a very dark house with a very dark roof. She suggested a lighter color roof would look better.

Mr. Miyares stated he will go to the client with a lighter color palate.

Chair Frankel asked Town Planner Keller if the stairs on the side of the house met the side setbacks.

Town Planner Keller stated that the stairs have to come out.

Vice Chair Landsman asked regarding the location of the pool in the back of the house.

Chair Frankel spoke regarding the roof colors and having it part of the code. She stated that possibly a light gray would look better.

Mr. Miyares agrees that a different color on the roof will make it more efficient.

Town Planner Keller suggested for the Board to make a recommendation of the color.

Town Attorney Recio stated what the code says regarding the color and solar reflective.

Chair Frankel stated for Mr. Miyares to work with his client on the color.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations and conditions, seconded by Board Member MacKenzie. The motion carried with a 4-0 vote with Board Member Bravo absent.

E. 9000 Abbott Avenue – New Single-Family Residence

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to construct a new 2-story single family residence on a vacant corner lot. The parcel is located in the H30B Zoning District at 9000 Abbott Avenue. The average lot depth is 112.5 feet with a width of 55.08 feet. The Applicant indicates the lot size is 6,037 square feet (SF). The proposed air-conditioned floor space totals 3,675 SF.

The setback requirements for the H30B Zoning District are 20-foot front, 10-foot street, 5-foot 6-inch side and 20 feet rear. The Applicant is proposing a 20-foot front setback with a setback on the rear lot of 20 feet and a 5-foot 6-inch side setback on the north and a 10-foot setback on 90th Street. Two encroachments on 90th street (access steps and a large planter) encroach 6 foot 6 Inches into the 10-foot setback.

Total lot pervious area is proposed to be 40% where 35% is required. The front yard setback pervious area is proposed at 55% where 50% is required. The rear yard setback pervious area is 70% where 40% is required. The second floor under ac is proposed at 1,702 SF which is 28% where 32% is the maximum. A flat roof is proposed at the 30 feet height requirement with a parapet wall varying between 18 Inches to 36 Inches. The parapet wall varies to provide screening for 2 A/C units which are centered on the roof top. Table 1 on page 3 provides information on site characteristics and zoning requirements.

A variety of architectural enhancements are proposed. These items include aluminum windows with dove gray finish and a smooth white stucco finish on the building. The steps and planters will be Jerusalem stone. The garage door for the storage area will be white metal. The front door will have a blue finish with a gray metal frame.

Applicant Package: A package of drawings and an application was submitted by the Applicant with a recent survey.

Staff Recommendation: It is recommended the Application be approved subject to the following comments:

Clarify location and design of the Trellis.

Provide additional information on the lighting attached to the building plans at several locations.

Provide basis for encroaching into the 10-foot setback with the access steps to the front door a distance of 6 Feet 6 Inches.

Provide basis for encroaching into the 10-foot setback with the planter structure a distance of 6 Feet 6 Inches.

Verify the planter structure is open and pervious and whether the structure was deleted from the pervious area calculation.

Town Planner Keller is recommending this item be deferred in order to have the issue with the encroachment resolved.

Building Official McGuinness spoke regarding the numbering of the home due to the way the house is facing. He suggested for the property address to be changed to the 90th Street address.

Jeff Rose, representing the applicant provided an overview of the project.

Board Member MacKenzie stated that most codes are more restrictive when the yard is facing the street.

George Kousoulas, architect, addressed the comments made regarding the landscaping and encroachment as it pertains to the ZIP. He stated that there is a relationship of landscape features to the yard and setbacks. He spoke regarding the planters in the newer version is lower.

Chair Frankel stated that the rendering is a bit misleading and A101 is really where the street is.

Board Member Henderson asked if either of Mr. Rose or Mr. Kousoulas would walk down those steps.

Chair Frankel addressed Board Member Henderson's question regarding the distance.

Board Member Henderson asked regarding A100.

Mr. Kousoulas stated the renderer placed the house incorrectly.

Vice Chair Landsman stated that it appears from the rendering that it is a collection of sugar cubes placed on top of each other and is unique and industrial.

Mr. Kousoulas stated that the owner is looking for a modern design.

Chair Frankel spoke regarding the landscaping and planters.

Mr. Kousoulas addressed the comments made regarding the planters.

Town Attorney Recio asked if the change submitted are in the plans yet.

Mr. Kousoulas stated not at this time.

Town Planner Keller spoke regarding the planters and secondary frontage and that is why he suggests deferral of the item. He stated that he is not ready to make a recommendation and the trellis is not correct.

Board Member MacKenzie stated that all the sensitivity went out the window. He agrees with Chair Frankel and they feel distressed that this feels very out of context for the fabric of this Town. He asked Town Attorney Recio to help him. He understands that they have to follow rules of the design guidelines. He spoke regarding the wall to the neighbor to the south and that it is a bit harsh.

Further discussion took place among the Board Members regarding the context and commercial feel of the project as well as the handrails.

Chair Frankel asked what their feeling is regarding the steps and they have to bring it back to 6 ½ feet.

Board Member MacKenzie stated that the foyer has to be removed and the wall moved back.

Mr. Kousoulas addressed the comments made by the Board.

Board Member MacKenzie asked if they are fine with deferral of the item and believes the house is totally out of context and this is a reason for deferral.

Mr. Kousoulas asked if they can defer to a date certain.

Chair Frankel stated that a small encroachment is ok as per Town Planner Keller as long as all other comments are being addressed.

A motion was made by Vice Chair Landsman to defer the item to a date certain of December 16, 2021, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

F. 525 95th Street – Single Family Addition and Pergola

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request for a 90 square foot (SF) addition to the back of a single-family residence for an expanded dining room with sliding door access to the existing deck. A 160 ± SF trellis will also be constructed.

The existing residence includes 2,062 SF of air-conditioned space. The expanded residence will total 2,152 SF.

The corner lot is zoned H30B with 6,160 SF per the Applicant's submission. A Miami-Dade County Property Appraiser's Angled photo is provided on the following page. The proposed addition will match the existing Finished Floor Elevation (FFE) of the existing residence. The addition complies with the 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 September 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 as presented.

Jeff Rose, stated that the architect and contractor asked Mr. Rose to state for the record that the application meets all requirements.

Chair Frankel asked if the stairs are a problem.

Town Planner Keller stated that the stairs are fine and so is the trellis.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

G. 600 94th Street – Front Yard Pool

Town Planner Keller introduced the item and provided staff recommendations.

Background: This Applicant is requesting approval to construct a pool in the secondary front yard. The interior lot is zoned H30B totaling 6,160 square feet (SF) per MDCPA.

The proposed pool is located in the east portion of the lot approximately 3 feet 4 inches east of the wall. The pool meets setback requirements for the front yard (10 feet from the secondary front property line) and 6 feet 6 inches from the rear (south) property line. The pool is 10 feet by 38 feet 1 inch in size.

A 4-foot aluminum fence is proposed enclosing the pool and part of the primary front yard. The fence will be 50% opaque with hedges planted on the exterior of the fence. There are no details to the type of hedge that will be planted. The pool equipment is located near the front east portion of the residence near the entry door enclosed within the fence 10 feet 7 inches from the primary front property line.

The pool deck includes a 2-foot to 3-foot concrete interlocking paver deck surrounding the pool, the deck is 10 feet 3 inches from the primary front property line and approximately 8 feet from the secondary property line. The addition of these will reduce the landscape/pervious area total in both the primary and secondary yard setback area where 50% landscape/pervious area is required. Calculations and worksheets are needed to ensure the landscape/pervious area can be met.

Applicant Package: A package of the site plan and survey was 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 fence needs to be approved by the Planning and Zoning Board.
- Clarify if any trees are being removed as part of this addition, if so, a tree removal permit will be required, in addition to mitigation of the trees.
- Provide calculations and worksheets verifying the addition complies with the 50% landscape/pervious area requirement in the front and that the 35% total pervious area for the lot can be met.

Rafael Puig, representing the applicant gave an overview of the project.

Vice Chair Landsman stated that as designed it does not meet the setback requirements.

Town Planner Keller stated they need to make the pool smaller and make some other revisions.

Mr. Davoudpour, applicant, spoke regarding the setback and they can remove the pavers if they do not need to be there.

Chair Frankel stated that they need to see the calculations.

Town Planner Keller stated that if they approve it subject to conditions, he will check the final plans to make sure they meet the conditions.

Board Member MacKenzie asked if Town Planner Keller found any other issues.

Town Planner Keller stated that the drawing was limited since everything was placed on one piece of paper.

Mr. Davoudpour addressed the comments made by the Board.

Chair Frankel asked regarding the fencing and how one obtains access to the pool.

Mr. Puig stated that there is a gate and a rear entrance to the house.

Chair Frankel stated that they need to come up with calculations for Town Planner Keller.

Further discussion took place regarding the project and the fencing under these circumstances.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

H. 228 89th Street – Sign

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to place a permanent wall sign with QR Code on the 89th Street secondary frontage. The parcel is located in the SD-B40 Zoning District.

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

2006 Code: 90-209(c)1 – Provides 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 approximately 50 feet of frontage.

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 approximately 50 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.

Staff Recommendation: Recommend approval of the exterior wall sign. The Applicant's proposed wall sign is 31.5 SF. The illumination of the sign is white LED.

Chair Frankel asked regarding the QRU code.

Ezequiel Fattore, applicant explained that it is an internal website and they can redirect or change.

Board Member Henderson explained how the QRU code works.

Vice Chair Landsman asked if it is lit and the number of lumens.

Town Planner Keller stated it is white LED as required by code.

Board Member Henderson asked regarding the size of the frontage sign.

A motion was made by Vice Chair Landsman to approve the item with staff recommendations, seconded by Board Member Henderson. The motion carried with a 4-0 vote with Board Member Bravo absent.

I. 9467 Harding Avenue - Sign

Town Planner Keller introduced the item and provided staff recommendations.

Background: This application is a request to convert three business storefronts into one retail business. The former KosherLand is expanding and renaming to the Grove Kosher Market. The Applicant was approved by the Planning and Zoning Board in August 2020. The current request includes signage, finalized façade features and the sidewalk café. The commercial space is zoned SD-B40 with 75 lineal feet of frontage.

Three large projecting signs are proposed: one over the main entrance to the storefront (34.89 SF); one at the south end of the store (10.46 SF); and one at the north end of the store (10.46 SF). There is an additional wall graphic (77.89 SF) of which 21 SF is lit in the sidewalk café. The sidewalk cafe is located at the northern portion of the store. Six tables with 4 chairs each are located in the cafe area. Two overhead fans provide circulation and cooling for the cafe area. Overhead flush mounted can lights are used to illuminate the area and a wall graphic (see Applicant's drawings).

Architectural modifications to the front façade include 'wood' building cladding, white and off-white stucco, light grey metal supports with a dark grey metal awning. The storefront is composed of glass windows and doors with dark grey Kawneer frames.

A Google Street View Photo is provided on the following page.

Governing Codes: The September 2021 Zoning in Progress relevant requirements for lots in the SD-B40 District are:

Current Municode: Sec 90-73.a(3b(1-3)) – Provides 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 has 75 feet of frontage. The maximum size of any one sign is 45 SF. The Code has further restrictions including requiring a 1/4 inch to 2-inch offset from the wall to allow rainwater to drain and limits illumination to white LEDs. All signage to be lit with white illumination from dusk to dawn.

Sidewalk Businesses: Sec 18-92 – Provides the minimum standards, criteria and conditions for the operation of sidewalk cafes. The Applicant will need to obtain a sidewalk café permit.

Applicant Package: A package of drawings, renderings, materials detail and survey was submitted by the Applicant.

Staff Recommendation: Approval subject to the sign packet revising the proposed sign area to show the actual sign area being proposed and is equal to or less than 75 SF total for all signs combined, and clarify all LED's will be white.

The Planning and Zoning Board needs to give design approval for the three wall signs, the architectural modifications, the furniture in the sidewalk café and the wall graphics.

Chair Frankel asked how far are they from meeting the 75 square feet requirement.

Town Planner Keller stated they were at 77.8 square feet. He stated that it is just about cleaning it up a little.

Jordy Solvoy, architect represented the applicant and provided an overview of the project.

Chair Frankel commented on the sign and due to the fact that it is illuminated that is why it is considered a sign. She stated that Chair Meischeid from DVAC is in agreement. If they can bring it to 75 feet.

A motion was made by Board Member Henderson to approve the item with staff recommendations, seconded by Vice Chair Landsman. The motion carried with a 4-0 vote with Board Member Bravo absent.

Board Member MacKenzie suggested changing the order of the agenda by putting the easier ones on the top of the agenda.

Chair Frankel stated that in theory it makes sense but the homeowners have to go through the expense of advertisement. She stated that to accommodate the homeowners that are building new homes that is why we put them first.

Chair Frankel asked if they can email their suggestions on the gates and fences to Town Planner Keller in order for him to provide recommendations to the Board.

5. Next Meeting Date: October 28, 2021

Consensus was reached to hold the next meeting on October 28, 2021.

6. Discussion Items:

A. Gates and Fences

B. Zoning Code

Chair Frankel would like to schedule a separate meeting just to discuss the proposed draft of the zoning code.

Town Attorney Recio stated that it is in the purview of this Board to have a special meeting.

The board requested to hold a Planning and Zoning Board Zoning Code Workshop in October.

C. Future Agenda Items

Vice Chair Landsman suggested that since the Commission has decided on items that need to go before the Planning and Zoning Board, for example fences and gates, as well as height of hedges, that they get a message to the Commission for them to have a say on hedges and gates before the Board makes a decision.

Town Attorney Recio stated that with hedges and gates, the Commission suggested what should be in the proposed draft of zoning code and it will come before this Board for recommendations before it is placed in the code.

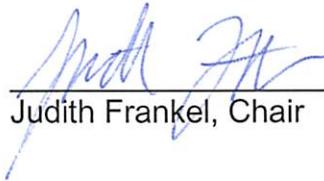
Chair Frankel stated she is passionate about hedges and gates but there are more important things that need to be addressed.

7. Adjournment

A motion was made Board Member Henderson to adjourn the meeting without objection at 10:34 p.m. The motion received a second from Vice Chair Landsman. The motion carried with a 4-0 vote with Board Member Bravo absent.

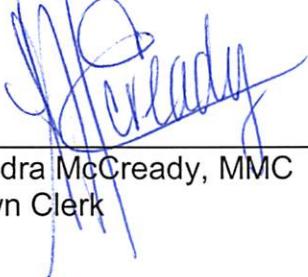
Respectfully submitted,

Accepted this 28 day of October, 2021.



Judith Frankel, Chair

Attest:



Sandra McCready, MMC
Town Clerk



**Town of Surfside
PLANNING & ZONING BOARD
Zoning Code Workshop
MINUTES
October 14, 2021 - 6 p.m.
Town Hall Commission Chambers
9293 Harding Ave, 2nd Floor, Surfside, FL 33154**

1. Call to Order/Roll Call

Chair Frankel called the meeting to order at 6:04 p.m.

Present: Chair Judith Frankel, Board Member Fred Landsman, Member James Mackenzie, Alternate Board Member Horace Henderson, Board Member Ruben Bravo and Alternate Board Member Caroline Baumel.

Absent: Mayor Charles W. Burkett

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

Chair Frankel introduced new Board Member Baumel to the Planning and Zoning Board.

Chair Frankel stated that what she would like to do during the discussion is to get a presentation of the item, open it up to the public and bring back to the board on each item and try to get through as much of the agenda as possible as well as providing the Board's recommendations to the Commission.

Town Attorney Recio stated that the Board's recommendations would be provided to the Commission at their upcoming workshop.

Chair Frankel stated that if needed they will schedule another workshop.

2. Town Commission Liaison Remarks

No Liaison remarks were given since Mayor Burkett was absent.

3. Proposed Draft Zoning Code Overview

Town Attorney Recio gave an overview of the zoning code and the process of the code rewrite as it pertains to the 2006 zoning code and the current code. He stated that he is working with the Town Planner as well as Assistant Town Attorney Martos. He provided the process of the zoning code rewrite. He gave a summary of the current code to the Board.

Town Attorney Recio advised the Board on the chart as it is broken up by districts and their requirements.

4. Single Family Discussion

A. Setbacks and Encroachments

Town Attorney Recio went through the chart and comments on the proposed draft and explained how the chart works as it pertains to this section of the code. He also advised the Board about an alternative proposal for evaluating setbacks, lot coverage, and building volume (page 6 of agenda package). He also provided setbacks and encroachment proposals.

Town Attorney Recio provided the lot coverage percentage and proposal for this alternative. Specifically, it proposes a lot coverage of 50%, with floor area increasing as setbacks increase.

Vice Chair Landsman asked regarding the height of homes and stated that one thing Mr. Rose has spoken about in the past is the height and if it was ever considered by the Commission.

Town Attorney Recio stated that they are bound by the Charter as it pertains to the height and they are restricted to 30 feet from the crown of the road.

The following individuals from the public spoke:
George Kousoulas spoke regarding the lot coverage and setbacks.
Jeff Rose

Chair Frankel asked what if someone can still build at the 72% and get the interior square footage.

Town Attorney Recio stated yes, but they must stay within their setback.

Chair Frankel spoke regarding the proposal and the table provided. She stated that they should table the discussion of the charter change but keep it in the back of their mind. She stated that one thing to think about is the volume of those houses and if the setbacks are meaningful.

Vice Chair Landsman stated that he saw the home that Mr. Rose is building, and his first impression is that the home is so overwhelming that it would not meet code, but it does. He stated that is the code they have to work with and does not think the alternative language would substantially change what is happening in the Town.

Chair Frankel commented on the environmental aspect and maintaining the existing home instead of tearing down to build a new home and incentivize the homeowners to maintain the existing structure.

Board Member Henderson spoke regarding the layout and likes the layout administratively better on page 6.

Building Official McGuinness spoke regarding the elevation and allowing item 4G which changes the definition of story to exclude areas that are uninhabitable.

Board Member MacKenzie asked if the Town has focused on retaining stormwater on one's property and their retaining wall.

Chair Frankel stated that what they came up against was the charter height restriction and possibly changing the wording on 4G to allow what was done at Ms. Lecour's house. She spoke regarding the useable space.

Vice Chair Landsman asked from a cost perspective, if you are doing an infill as required, and if it is more expensive elevating the home.

Mr. Rose stated that elevating the home would be more expensive.

Board Member MacKenzie stated that there are comments made to the Board that there is a lack of yard for the children to play. He spoke regarding utilizing the footprint and it adds a bonus to creativity.

Chair Frankel asked in terms of the setback, and encourage open underneath area, they need to have carefully thought-out rules. She stated possibly allowing a larger floor area or mandating an open space.

Further discussion took place among the Board regarding understory space and open space as it pertains to the mass and elevation of the homes.

Chair Frankel discussed articulation and encroachment.

Town Attorney Recio explained what the encroachment pertains to in the code.

Vice Chair Landsman spoke regarding utilization of every square inch that removes open space and ability for the children to play. He asked if the Commission is supportive of this definition change with the understory.

Town Attorney Recio stated that yes, everyone seems to support the understory concept, it is just how to get it done.

Further discussion took place among the Board regarding the understory as well as what recommendations should be made to the Town Commission and what message should be sent while looking at the form and massing concepts.

Chair Frankel asked to try a different tact. She would like to give direction to the Commission.

Town Attorney Recio provided explanation of the agenda and process.

Chair Frankel spoke regarding waterfront setbacks. She stated that this is fixing the code in order to clarify it.

Town Attorney Recio stated that this particularly applies to all buildings, including accessory buildings.

Chair Frankel is fine adjusting it to mean main buildings that are part of the main house.

Board Member MacKenzie would like accessory structure to be allowed within the waterfront setback if it fits within the property.

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

Further discussion took place among the Board members regarding combination of two lots and the percentage of rear setbacks. The Board decided to stay with the language in the draft code.

B. Lot Coverage and Floor Area

Chair Frankel wanted to consider items 16 (lot coverage) and item 19 (single family home volumes) from the list of Commission changes in the agenda.

Discussion among the Board Members took place regarding items 16 (lot coverage) and item 19 (single family home volumes).

Town Attorney Recio spoke regarding lot coverage and projections as it pertains to setbacks. He addressed the item on page 21, number 46 and explained the definition of lot coverage, and the lot coverage allowed for non-habitable areas is 6% of the total lot area.

Board Member MacKenzie asked what the required pervious area would be and does the pool count against that.

Town Planner Keller stated it is 35% and the pool does not count as long as you have 35% of grass.

Chair Frankel stated that should be addressed in the meat of the setback issue.

Town Attorney Recio asked to get some consensus of what the vision is so he can work with that as well as the Town Planner Keller.

Chair Frankel stated that the design guideline is where they need to address all these things and work from there. She stated that they do not match what is on the zoning code and nobody uses it. She stated that the end goal is what they can work with. She stated that the goal of the Board is to have a vision for Surfside as a whole.

Vice Chair Landsman stated that maybe next meeting they should do the design guidelines which has never been discussed and is under their purview.

Chair Frankel stated that her concern is that the Commission will put something in the code that they will have to deal with and not be happy with the changes. She spoke regarding the last meeting with the Commission, which did not allow any form of discussion.

Board Member MacKenzie stated it is hard to focus on this if they do not have the entire picture. He suggested to express their direction to the Commission regardless if they accept it or not.

Chair Frankel stated that the review of all this should be done by a professional. She stated that the process is backwards and the Commission should have stated what their goal is and turn it over to a team of planning and zoning individuals to put it together.

Board Member Baumel agreed with Board Member MacKenzie and that this has been done all backwards. The Commission should have asked the Planning and Zoning Board for their input.

Vice Chair Landsman was thankful for this exercise and spoke regarding the process the Commission did without including the Planning and Board. He stated that as an overall document this does not make sense.

Chair Frankel stated that the proposed zoning code is not clear.

Town Planner Keller stated that they can always focus on sections to make them better. He stated that it is harder to make a whole new document. He stated that they can always by ordinance modify and make the code better.

Board Member Henderson stated that his concern is if they throw their hands up where will they end up?

The following individuals from the public spoke:

George Kousoulas stated that they just need to look at article 4 and there is no real risk with passing what is fundamentally in front of them currently.

Jeff Rose

Chair Frankel asked if the Board wants to go item by item.

Item Number 16. Lot coverage

Board Member MacKenzie would like more information on this item before making a decision.

Mr. Kousoulas stated that the maximum amount of exempted area should actually be 7.2% not 6% and explained how it gets to 7.2%.

Town Planner Keller is comfortable with the 6%.

Board Member MacKenzie would like to see more comparables to determine what the correct percentage should be.

Chair Frankel stated they are fine with moving forward with what the Commission stated but would like to gather more information and options to see.

Town Attorney Recio stated that what is being counted as lot coverage is when the second floor slides out from directly atop the first floor, as opposed to a terrace that is not covered by an occupied space.

Board Member MacKenzie discussed areas to be counted as it pertains to covered and uncovered areas.

Consensus was reached by the Board to move forward with what the Commission stated but would like to gather more information and options.

Item No. 17 - Demolition

Discussion took place among the Board regarding this item and the Board requested more information.

Item No. 18 – Roof deck

Chair Frankel stated that she does not like roof decks on the second floor. She stated that in the single-family interior lots, having a roof deck on top is excessive.

Town Attorney Recio stated that in one of the workshops, the majority of the people at the workshop, directed a two-tier option.

Further discussion took place regarding the different options, restrictions as it pertains to railings as well.

Chair Frankel stated that the proposed language is functionally not allowing roof decks on a second story home. She was not against such a restriction, but thought the code should more clearly state it.

Further discussion took place regarding the roof decks and what will be acceptable.

Consensus was reached for there to be a setback to the middle of the property, that you cannot see it from the street, and the staircase cannot go into the setback. It must also meet all noise requirements and 15% of the roof can be used.

C. Fences, Walls, Gates, and Hedges

D. Landscaping and Pervious Area

Chair Frankel discussed the Florida friendly landscaping. She is pro the Florida friendly and the definition was updated.

Discussion took place regarding the required percentage of the total lot and setbacks for Florida friendly landscaping.

Consensus was reached to accept the changes for Florida friendly landscaping.

Chair Frankel spoke regarding synthetic grass and where it would be allowable.

Town Planner Keller suggested making it difficult for individuals to place synthetic turf until they meet that landscape requirement. He also stated this does not include synthetic turf for driveway.

Town Attorney Recio stated that this prohibition applies to the entire property and the reason for the prohibition is because it is plastic, it degrades after a while and goes into the water. He stated it is more of a sustainability issue.

Chair Frankel commented on an item at the previous board that involved synthetic grass. She stated that this portion of the code states that those that currently have it, they will be able to keep it but once it deteriorates, they cannot replace it and cannot count towards your landscaping.

Town Attorney Recio explained the grace period and the changes regarding synthetic turf.

E. Rooftop Uses – Decks and Mechanical

Chair Frankel is fine with allowing rooftop mechanicals with what the code states as it pertains to single family homes.

Town Attorney Recio read the enhancements to the code as it pertains to this item.

Consensus was reached on the proposed changes to the code.

F. Accessory Structures; Pool Location

Consensus was reached for waterfront setbacks to be within 50 feet from the main structure and 500 square feet maximum.

Chair Frankel discussed notice requirement for applications. Consensus was reached on the notice requirement proposed changes.

Town Attorney Recio explained the practical difficulty portion of the code as it pertains to expansion of the first floor and the restrictions. This section is an attempt to streamline this section which is for a ground floor addition. He stated the proposal gets you to 45%.

Board Member Baumel stated that she likes finding a house and making it nice and increase the footprint on the one story if the house is permissible on how it stands and sits.

Further discussion took place among the Board regarding massing and pages 6 and 7 of the proposal and practical variance.

Board Member Henderson suggested moving forward with number 6 with the suggestion of new construction.

Consensus was reached to move forward with number 6 as it applies to one story homes.

G. Understory Parking

H. Additional Concerns

Lot Aggregation:

Chair Frankel discussed lot aggregation.

The following individuals from the public spoke:

Jeff Rose

George Kousoulas

Board Member MacKenzie asked regarding the percentage as it pertains to the lot width.

Chair Frankel asked if they cannot aggregate the lots until demolition takes place.

Town Attorney Recio stated if you are aggregating the lot, you do a unity of title. He stated where it becomes a problem when you have two separate mortgages on the properties. He explained how lot aggregation, permitting and demolition is mentioned in the proposed zoning code.

- 5. Additional Public Comment**
- 6. Additional Question and Answer**
- 7. Scheduling Additional Workshop (if necessary)**

Chair Frankel discussed adding the proposed draft zoning code to the October 28, 2021 agenda and for Deputy Town Clerk Herbello to forward some dates in November to the Board member for the scheduling of an additional zoning code workshop.

8. Adjournment

The workshop adjourned at 9:30 p.m.

Respectfully submitted,

Accepted this 28 day of October, 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: November 09, 2021

Subject: Resolution authorizing the renewal of the agreement with Thomson Reuters West Publishing for CLEAR Investigative Tool for Fiscal Years 2021-2024

The Surfside Police Department researched and attended training for several commercially available research investigative systems including CLEAR and ACCURINT. Thomson Reuters CLEAR (Consolidated Lead Evaluation and Reporting) was the superior system. CLEAR is utilized by several major local law enforcement agencies. The SPD Criminal Investigations Unit has used the CLEAR system since 2014.

The Agreement between the Surfside Police Department and CLEAR (Consolidated Lead Evaluation and Reporting) expired on September 30, 2021. We have continued the service on a month-to-month basis since the expiration of the original agreement. The information obtained from the CLEAR system by the Criminal Investigations Unit during the past three years has proved highly beneficial and critical in obtaining investigative leads, which ultimately result in arrests and/or more thorough and efficient investigations.

Town legal staff has reviewed and approved a new 36-month unlimited user CLEAR agreement. The budget impact for this investigative tool is \$670.00 per month for 36 months. Total expenditure from the General Fund Account will be \$8,040.00 for the first year with an increase of 3% each year thereafter.

Approval of Resolution for Renewal of an Agreement with West Publishing Corporation for Online Investigation Software and Research Investigative Tool – CLEAR 36-month agreement.

Staff recommends a motion to approve a resolution for renewal of the CLEAR Agreement and to authorize the expenditures from the General Fund Account to continue the use of the CLEAR system for a 36-month period.

Prepared by: JH

Approved by: AH

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE RENEWAL OF AGREEMENT WITH THOMSON REUTERS WEST PUBLISHING CORPORATION FOR CLEAR INVESTIGATIVE TOOL FOR FISCAL YEARS 2022-2024; PROVIDING FOR AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Surfside Police Department has utilized the CLEAR (Consolidated Lead Evaluation and Reporting) research investigative system since 2014, which system is used by several major local law enforcement agencies for criminal investigations; and

WHEREAS, the Town wishes to renew the services and agreement with Thomson Reuters West Publishing Corporation (Thomson Reuters) for the CLEAR investigative tool for a 36-month term for fiscal years 2022 to 2024, in accordance with the Order Form and Attachment attached hereto as Exhibit “A” (the “Agreement); and

WHEREAS, the Town Commission finds that this Resolution in the best interest of the Town and will promote the health, safety, and welfare of the Town and its residents.

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

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

Section 2. Agreement Approved. The Town Commission hereby approves the Agreement, in substantially the form attached hereto as Exhibit “A,” with Thomson Reuters.

Section 3. Implementation. The Town Manager and Town Officials are hereby authorized to execute the Agreement with Thomson Reuters, in substantially the form attached hereto as Exhibit “A,” subject to final approval by the Town Attorney as to form, content and legal

sufficiency. The Town Manager and Town Official are further authorized to take any and all necessary action to implement the purposes of the Agreement and this Resolution.

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

PASSED AND ADOPTED on this 9th day of November, 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



THOMSON REUTERS

Order Form

Order ID: Q-01509363

Contact your representative tyler.murray@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1004648032
SURFSIDE POLICE DEPT
9293 HARDING AVE
SURFSIDE FL 33154-3009 US

“Customer”

Shipping Address

Account #: 1004648032
SURFSIDE POLICE DEPT
9293 HARDING AVE
SURFSIDE FL 33154-3009 US

Billing Address

Account #: 1004648032
SURFSIDE POLICE DEPT
9293 HARDING AVE
SURFSIDE, FL 33154-3009 US

This Order Form is a legal document between Customer and West Publishing Corporation. West Publishing Corporation is referred to as “Thomson Reuters”, “we” or “our” and Customer will be referred to as “you”, or “I” or “Client”.

Effective January 1, 2022, West Publishing Corporation will be assigning this agreement to its affiliate, Thomson Reuters Enterprise Centre GmbH as it relates to certain products and services. More information concerning the assignment can be found at <https://www.thomsonreuters.com/assignmentinfo>.

Upon such assignment, the following will apply:

This Order Form is a legal document between Customer and

- A. Thomson Reuters Enterprise Centre GmbH, to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH, and/or
- B. West Publishing Corporation, to the extent that products or services will be provided by West Publishing Corporation.

A detailed list of products and services that will be provided by each entity, and current applicable IRS certification forms are available at <https://www.thomsonreuters.com/assignmentinfo>.

West Publishing Corporation may act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as “Thomson Reuters”, “we” or “our,” in each case with respect to the products and services it is providing, and Customer will be referred to as “you”, or “I” or “Client”.

Thomson Reuters General Terms and Conditions apply to all products ordered including eBooks, and is located at <http://tr.com/TermsandCondition>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$670.00	36

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 90 days before each 12 month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state’s law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys’ fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages cause by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate (“Excluded Charges”). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage :If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage :If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party’s (“Service Provider”) software or service (together with CLEAR, the “Integrated System”). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Signature for Order ID: Q-01509363

ACKNOWLEDGEMENT Q-01509363

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 12/11/2021 CT.



Attachment

Order ID: Q-01509363

Contact your representative tyler.murray@thomsonreuters.com with any questions. Thank you.

Order ID: Q-01509363

Payment, Shipping and Contact Information

Payment Method:

Payment Method: Bill to Account
Account Number: 1004648032

Order Confirmation Contact (#28)

Contact Name: Cruz, Marian
Email: mcruz@townofsurfsidefl.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1004648032	SURFSIDE POLICE DEPT	9293 HARDING AVE SURFSIDE FL 33154-3009 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
25	Alerts	41343547	CLEAR Alerting Pro Addon
30	Seats	41882302	CLEAR for Law Enforcement Plus
1	Seats	41913616	CLEAR Criminal Justice Arrest Gateway PRO Add Seat

Account Contacts			
Contact Name		Email Address	Customer Type Description
Marian	Cruz	mcruz@townofsurfsidefl.gov	CLEAR PRIMARY CONT
Marian	Cruz	mcruz@townofsurfsidefl.gov	EML PSWD CONTACT

IP Address Information					
From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
000.000.000.000	000.000.000.000				

Sub Material	Quantity	Active Subscription to be Lapsed
41882302	30	CLEAR for Law Enforcement Plus
41547037	1	Enhanced CLEAR Incarceration & Arrest Gateway PRO
41343547	1	CLEAR Alerting Pro Addon

Charges During Minimum Term

Material #	Product Name	Year 1 Monthly Charges	% Incr Yr1-Yr2	Year 2 Monthly Charges	% Incr Yr2-Yr3	Year 3 Monthly Charges	% Incr Yr3-Yr4	Year 4 Monthly Charges	% Incr Yr4-Yr5	Year 5 Monthly Charges
41308780	CLEAR Proflex	\$670.00	3.00%	\$690.10	3.00 %	\$710.80	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing.



MEMORANDUM

ITEM NO. 3F

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

From: Andrew Hyatt, Town Manager

Date: November 9, 2021

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

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

The Town of Surfside Police Department has mutual aid agreements with many Miami-Dade County law enforcement agencies and the City of North Miami Police Department has been one of them for a number of years. The Town of Surfside and City of North Miami are located in a way that it is advantageous and in their best interest to receive and extend mutual aid in the form of law enforcement services and resources.

The Mutual Aid Agreement between the Town of Surfside Police Department and the City of North Miami Police Department will be in effect from the date of signing, through and including, December 31, 2026.

Town Administration recommends approval of the resolution to authorize the Mutual Aid Agreement between the Town of Surfside and City of North Miami.

Reviewed by: JG

Prepared by: JH

RESOLUTION NO. 2021-_____

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED this 9th day of November, 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

**COMBINED VOLUNTARY COOPERATION AND OPERATIONAL ASSISTANCE MUTUAL
AID AGREEMENT BETWEEN CITY OF NORTH MIAMI POLICE DEPARTMENT
AND THE TOWN OF SURFSIDE POLICE DEPARTMENT**

This Voluntary Cooperation and Operational Assistance Mutual Aid Agreement (the "Agreement") is made as of this day of _____, 2021, by and between the CITY OF NORTH MIAMI POLICE DEPARTMENT, NORTH MIAMI, FLORIDA, a Florida municipal corporation, having its principal office at 700 N.E. 124th Street, North Miami, FL 33161, and the TOWN OF SURFSIDE, FLORIDA, a Florida municipal corporation having its principal office at 9293 Harding Ave., Surfside, FL 33154, and states as follows:

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

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

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

- (1) Continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the people; and
- (2) Intensive situations including, but not limited to, natural or manmade disasters or emergencies as defined under Section 252.34, Florida Statutes; and
- (3) Joint provision of certain law enforcement services specified herein and allowed pursuant to Florida Statute 166.0495; and

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

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

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

SECTION 1: PROVISIONS FOR VOLUNTARY COOPERATION

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

- a. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of North Miami and the Town of Surfside for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors, including arrestable traffic offenses, which spontaneously take place in the presence of the arresting officer, at such times as the arresting officer is traveling from place to place on official business outside of his or her jurisdiction, for example, to or from court, or at any time when the officer is within the territorial limits of his or her jurisdiction.
- b. Concurrent law enforcement jurisdiction in and throughout the territorial limits of the City of North Miami and the Town of Surfside for arrests, made pursuant to the laws of arrest, of persons identified as a result of investigations of any offense constituting a felony or any act of Domestic Violence as defined in Section 741.28, Florida Statutes, when such offense occurred in the municipality employing the arresting officer.
- c. Concurrent law enforcement jurisdiction in and upon the jurisdictional boundaries of and the Town of Surfside for arrests, made pursuant to the laws of arrest, for felonies and misdemeanors and boating infractions.

- d. Participating in exigent situations, without the need for a formal request, including, but not limited to, area searches for wanted subjects, perimeters, crimes in progress, escaped prisoners, traffic stops near municipal boundaries, requests for assistance when no available local units are nearby, calls indicating a crime or incident has occurred in which a citizen may likely be injured and the assisting municipality is closer to the area than the officer receiving the call.
- e. Concurrent law enforcement jurisdiction in and throughout the territorial limits of The City of North Miami and the Town of Surfside for investigations of homicides, sex offenses, robberies, assaults, batteries, burglaries, larcenies, gambling, motor vehicle thefts, drug violations pursuant to Chapter 893, Florida Statutes, and inter-agency task forces and/or joint investigations.

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

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

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

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

- a. Joint multi-jurisdictional criminal investigations.
- b. Civil affray or disobedience, disturbances, riots, large protest demonstrations and assemblies, controversial trials, political conventions, labor disputes, and strikes.
- c. Any natural, technological or manmade disaster.
- d. Incidents which require rescue operations and crowd and traffic control measures including, but not limited to, large-scale evacuations, aircraft and shipping disasters, fires, explosions, gas line leaks, radiological incidents, train wrecks and derailments, chemical or hazardous waste spills, and

- electrical power failures.
- e. Terrorist activities including, but not limited to, acts of sabotage.
- f. Escapes from, or disturbances within, prisoner processing facilities.
- g. Hostage and barricaded subject situations, and aircraft piracy.
- h. Control of major crime scenes, area searches, perimeter control, back-ups to emergency and in-progress calls, pursuits, and missing person calls.
- i. Enemy attack.
- j. Transportation of evidence requiring security.
- k. Major events, e.g., sporting events, concerts, parades, fairs, festivals, and conventions.
- l. Security and escort duties for dignitaries.
- m. Incidents requiring utilization of specialized units; e.g., underwater recovery, marine patrol, aircraft, canine, motorcycle, bicycle, mounted, SWAT, bomb, crime scene and police information.
- n. Emergency situations in which one agency cannot perform its functional objective.
- o. Joint training in areas of mutual need.
- p. Joint multi-jurisdictional marine interdiction operations.
- q. Off-duty special events.
- r. DUI Checkpoints.

SECTION III: PROCEDURE FOR REQUESTING OPERATIONAL ASSISTANCE

- a. Mutual aid requested or rendered will be approved by the Chief of Police, or designee. The Chief of Police, or designee, of the agency whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and will respond in a manner he/she deems appropriate.
- b. The Chief of Police in whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.
- c. Specific reporting instructions for personnel rendering mutual aid will be included in the request for mutual aid. In the absence of such reporting instructions, personnel will report to the ranking on-duty supervisor on the scene.
- d. Communications instructions should be included in each request for mutual aid and each agency's communications centers will maintain radio contact with each other until the mutual aid situation

has ended.

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

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

a. COMMAND:

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

b. CONFLICTS:

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

c. HANDLING COMPLAINTS:

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

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

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

of their agency's policies or procedures.

SECTION V: LIABILITY

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

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

- a. Employees of the City of North Miami and the Town of Surfside when actually engaging in mutual cooperation and assistance outside of their normal jurisdictional limits but inside this State, under the terms of this Agreement, shall, pursuant to the provisions of Section 23.127 (1), Fla. Stat. (as amended), have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.
- b. Each party agrees to furnish necessary personnel equipment, resources and facilities and to render services to each other party to this Agreement as set forth above; provided, however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
- c. The political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
- d. The political subdivision furnishing aid pursuant to this Agreement shall compensate its employees during the time of the rendering of aid and shall defray (provide for the payment of) the actual travel and maintenance expenses of its employees while they are rendering aid, including any amounts paid or due for compensation for personal injury or death while its employees are rendering aid.
- e. The privileges and immunities from liability, exemption from laws, ordinances and rules, and pension, insurance, relief, disability, workers' compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and

extent while engaged in the performance of the employee's duties extraterritorially under the provisions of this mutual aid Agreement. This section applies to paid, volunteer, reserve and auxiliary employees.

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

SECTION VII: FORFEITURES

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

SECTION VIII: INSURANCE

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

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect retroactively from December 31, 2021 upon execution and approval by the hereinafter named officials and shall continue in full force and effect until December 31, 2026. Under no circumstances may this Agreement be renewed, amended or extended except in writing.

SECTION X: CANCELLATION

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

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

Mutual Aid Agreement between Town of Surfside
and City of North Miami

AGREED AND ACKNOWLEDGED this ____ day of _____, 2021.

THERESA THERILUS, ESQ
City Manager
City of North Miami, Florida
Date: _____

ANDREW HYATT
Town Manager
Town of Surfside, Florida
Date: _____

ATTEST:

ATTEST:

VANESSA JOSEPH
City Clerk
City of North Miami, Florida

SANDRA N. MCCREADY, MMC
City Clerk
Town of Surfside, Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

JEFF P. H. CAZEAU, ESQ
City Attorney
City of North Miami, Florida

WEISS SEROTA
City Attorney
Town of Surfside, Florida

LARRY JURIGA
Chief of Police
City of North Miami, Florida

JOHN HEALY
Interim Chief of Police
Town of Surfside, Florida



MEMORANDUM

ITEM NO. 3G

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 9, 2021
Subject: Resolution authorizing expenditure of Forfeiture Funds for Fiscal Year 2022

Section 881(e)(3) of Title 21, United States Code and Florida Statute 932.7055, define the purpose and procedures for appropriation of funds from the Police Forfeiture Fund. Forfeiture funds may be used for law enforcement purposes only including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives. Although the expenditures have been authorized in the budget, the Town Commission must also approve a specific resolution to utilize forfeiture funds to support crime prevention initiatives, community-based programs, and law enforcement training, operations and equipment for use by law enforcement personnel that supports law enforcement activities.

The Police Department conducts promotional activities, crime prevention programs, and distributes crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year. Those initiatives and programs include, the Citizens Police Academy, school career days, Teen Summer Camp, Holiday Toy Drive, residential and commercial security surveys, victim awareness seminars, Bike with the Chief and Do the Right Thing of Miami youth program.

Each police officer is issued a Mobile Laptop to complete police reports, conduct records checks for wants/warrants, driver's license status to include driving history. These funds will be used to pay for the laptop leases and air cards. Additionally, funding will be used to replace end of life body armor for officers that are set to expire in Fiscal Year 2022 along with police ammunition for mandatory annual qualifications. Projected total cost is \$107,159.00

The total appropriated expenditure from the forfeiture fund is \$107,159.00, approved in the adopted FY 2022 budget. The total projected expenditure will be derived from the State of Florida Police forfeiture fund.

Prepared by: JH

Reviewed by: JG

Staff requests a motion to approve a Resolution authorizing the expenditure of \$107,159.00 from the Police Forfeiture Fund to support crime prevention initiatives and materials, promotional activities, community-based programs, laptop leases, air cards, body armor, ammo and special police equipment.

Prepared by: JH

Reviewed by: JG

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING FISCAL YEAR 2022 POLICE FORFEITURE FUND EXPENDITURES; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 881(e)(3) of Title 21, United States Code, and Section 932.7055, Florida Statutes, define the purpose and procedures for appropriation of funds from the Town of Surfside (the “Town”) Police Forfeiture Fund; and

WHEREAS, forfeiture funds may be used for law enforcement purposes only, including supporting community policing activities, law enforcement training, law enforcement operations, law enforcement equipment, crime awareness programs, and community-based initiatives (collectively, the “Forfeiture Initiatives”); and

WHEREAS, the Town’s Chief of Police has determined that the appropriation and expenditure of forfeiture funds is necessary to support the Forfeiture Initiatives and in support of the expenditures that have been budgeted for Fiscal Year 2022; and

WHEREAS, the Town’s Fiscal Year 2022 budget anticipates use of forfeiture funds to assist the Town’s Police Department in conducting promotional activities and crime prevention programs, and distributing crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year, including: the Citizens Police Academy; school career days; Teen Summer Camp; Holiday Toy Drive; residential and commercial security surveys; victim awareness seminars; Bike with the Chief and Do the Right Thing of Miami youth program; and

WHEREAS, forfeiture funds will also be used to assist the Town’s Police Department in supporting the patrol mobile laptop program which allows officers to electronically complete their

reports, arrest affidavits, and conduct criminal and driver license checks, and to purchase special police equipment such as end of life body armor and police ammunition for mandatory and annual qualifications; and

WHEREAS, the Town Commission wishes to approve the use and expenditure of \$107,159.00 of forfeiture funds to support the Forfeiture Initiatives as set forth in Attachment “A” attached hereto; and

WHEREAS, forfeiture funds are available in the State of Florida Forfeiture Account within the Town’s Police Forfeiture Fund; and

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

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

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

Section 2. Approval of Police Forfeiture Fund Expenditures. The Town Commission hereby approves the Police Forfeiture Fund expenditures for Fiscal Year 2022 in the amount of \$107,159.00 to support Forfeiture Initiatives, all as set forth in Attachment “A” attached hereto.

Section 3. Authorization. The Town Commission hereby authorizes the Town Manager and Chief of Police to execute any purchase orders or required documentation for the expenditures described in this Resolution, subject to approval by the Town Attorney as to form and legality, and to take any action which is reasonably necessary to implement the purpose of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 9th day of November, 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

ATTACHMENT A

CERTIFICATE OF CHIEF OF POLICE

I, JOHN HEALY, Interim Chief of Police of the Town of Surfside, do hereby certify the following expenditures for **\$107,159.00** from the State of Florida Forfeiture Account within the Town of Surfside Police Forfeiture Fund for the 2022 Fiscal Year budget complies with provisions Section 881(e)(3) of Title 21, United States Code and §932.7055, Fla. Stat.:

(1) \$10,500.00 for promotional activities; crime prevention initiatives, programs, and training; and distribution of crime prevention material and miscellaneous supplies for children, residents and businesses throughout the year. The training, programs, and materials include the Citizens Police Academy, school career days, Teen Summer Camp, Holiday Toy Drive, residential and commercial security surveys, victim awareness seminars, Bike with the Chief, and Do The Right Thing of Miami youth program,. The sum also includes the expense for the annual mandated federal audit.

(2) \$69,459.00 for patrol mobile program that includes laptop program lease and air cards; and

(3) \$23,700.00 for special law enforcement equipment (weapons, weapon accessories, field force equipment, electronic control weapons, ammunition, body armor, electronic surveillance, office supplies, fitness, and training).

(4) \$3,500.00 for preparation of Federal Equitable Sharing Agreement report and State annual audit

Dated: _____

JOHN HEALY
Interim Chief of Police

Agenda Deadline Dates

MONTH	Deadline - Items To		Agenda Deadline - All		Agenda		Commission Meeting	
	Town Attorney	Completed Items To	Town Clerk	Distribution	Date	Date	Date	
January 2022	12/17/2021	12/31/2021		1/5/2022		1/11/2022		
February 2022	1/14/2022	1/28/2022		2/2/2022		2/8/2022		
March 2022	2/11/2022	2/25/2022		3/2/2022		3/8/2022		
April 2022	3/18/2022	4/1/2022		4/6/2022		4/12/2022		
May 2022	4/15/2022	4/29/2022		5/4/2022		5/10/2022		
June 2022	5/20/2022	6/3/2022		6/8/2022		6/14/2022		
July 2022	6/17/2022	7/1/2022		7/6/2022		7/12/2022		
August 2022	7/15/2022	7/29/2022		8/3/2022		8/9/2022		
September 2022	8/19/2022	9/2/2022		9/7/2022		9/13/2022		
October 2022	9/16/2022	9/30/2022		10/5/2022		10/12/2022*		
November 2022	10/21/2022	11/4/2022		11/9/2022		11/15/2022		
December 2022	11/18/2022	12/2/2022		12/7/2022		12/13/2022		
January 2023	12/16/2022	12/30/2022		1/4/2023		1/10/2023		

*Meeting changed to Wednesday, 10/12/2022 in observance of Sukkot



MEMORANDUM

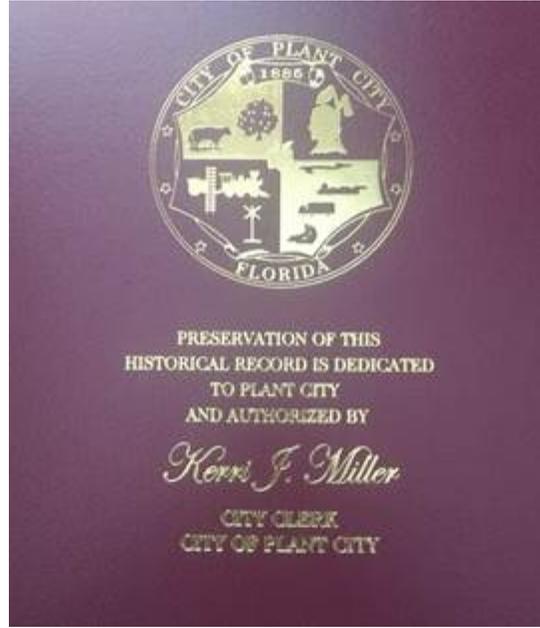
ITEM NO. 31

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Sandra N. McCready, Town Clerk
Date: November 9, 2021
Subject: Authorization to Expend to Preserve Historical Town Documents

The Town of Surfside has accumulated documents since 1934 that are in poor condition. The Town Clerk's Office's research has found a company that will protect and preserve original documents from water, fire and physical damage for decades to come. This project was brought forward during the Fiscal Year 2022 budget process and was approved at the September 30, 2021 Final Budget Hearing. It is anticipated that this will be a multi-year process that will be brought forward to the Commission as needed.

According to section 3-13(6) of the Town of Surfside Code of Ordinance, services from a sole source may be exempt from the bidding requirements. Attached as Exhibit "A" is the sole source provider letter from Kofile Technologies, Inc.

This first phase is the preservation and archival digitization of Ordinances No. 1 - No. 175 of the Town of Surfside. Historical and archival records have a permanent retention per the Florida Records Management Schedule GS1-SI. The Town's early documents (1935-1970's) are in poor to extremely poor condition. This process will treat each individual document, encapsulate them and bind them using specialized binders to impede further deterioration. The Town of Surfside is a coastal municipality and the specialized binders will protect the documents from water, fire and physical damage in a book similar to the below photos:



The Town administration is seeking Commission authorization to expend a not to exceed amount of \$68,000 during Fiscal year 2021 for the preservation of historical town documents with sole source vendor Kofile Technologies, Inc.

Reviewed by: JG

Prepared by SM



SOLE/SINGLE SOURCE JUSTIFICATION FORM

INSTRUCTIONS

Pursuant to Town of Surfside Code, a sole/single source purchase of goods/services may be done by the Town whenever there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the Town. A Sole/Single Source Justification Form shall be submitted to the Town Manager by the requesting department for consideration and approval of a sole/single source purchase prior to submitting a requisition to Finance.

The Town employee completing and signing this form shall read carefully the form before signing and submitting this form.

Goods/Services to be Sole/Single Sourced: Preservation of documents

Name of Manufacture of Goods/Services: Kofile Technologies, Inc

Name of Sole/Single Source Provider: Kofile Technologies, Inc

Town Equipment/Software (if applicable): N/A

MARK ALL APPLICABLE JUSTIFICATION(S)

- Exclusive Rights:** Item under patent or copyright held by a single vendor and item possesses functions or capabilities critical to use. *
- Exclusive Design:** Item possesses a unique function or capability critical in the research or use of the item and not available from any other source. The requester shall have done thorough market research to certify the uniqueness of the item and attach available supporting documentation.
- Enhancement of Existing Equipment:** The purchase is for accessories needed for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount to proper functionality.
- Replacement Equipment:** The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. Please indicate if requester identified this potential need when the original equipment was purchased:
 YES NO
- Technical Service:** The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. The requester shall have done thorough market research to certify the service provider is the only capable & knowledgeable provider.
- Continuation or Prior Work:** Additional item, service or work required, but **not known to have been needed when** the original order was placed with vendor.
- Preservation of Warranty:** The vendor will only honor warranty if equipment is serviced by them. This option must be accompanied by a justification by the requester as to the benefit, in cost and time, in preserving warranty of equipment. Also, a letter from the vendor verifying its position shall be attached hereto.
- No dealer or distributor:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely transacts (sells) direct to the customer. *
- Sole authorized dealers/distributors:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely distributes the item through only one dealer/distributor in the world, United States, region, or identified market area. *
- Other:** _____

ADDITIONAL DOCUMENTATION

* Must attach letter from manufacturer, producer or rights holder signed and dated within sixty (60) days of submission. A letter from the sole/single source vendor, unless also the manufacture, producer or rights holder, will **not** be acceptable.

SOLE/SINGLE SOURCE JUSTIFICATION FORM

NOTES

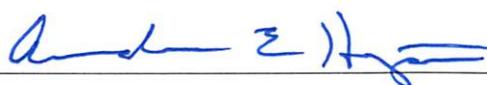
**See attached
letter**

REQUEST

I understand all the information contained herein and that the information herein is all true and correct to the best of my knowledge as of the date this document was signed.

Signature of Department Director:  Date: November 1, 2021
Printed Name & Title: Sandra N. McCready, Town Clerk

APPROVED **REJECTED**

Town Manager's Approval:  Date: November 1, 2021



November 1, 2021

Honorable Sandra N. McCready, BPA, MMC
Town Clerk
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

Dear Hon. Sandra N. McCready,

Please rest assured that Kofile Technologies, Inc. (Kofile) continues to be a "sole source provider" by offering areas of professional-level service still not available by other vendors.

With Kofile, the Town of Surfside ensures public access and bring historical data into the 21st century, while still protecting the original source. Kofile understands local government records and the role of the Town Clerk. Kofile's solution includes custom services for each page. The Town of Surfside will not receive 'as-is' or 'scan it and forget it' services. Kofile's decades of experience, realistic solutions, and professional analysis guarantee project success. Currently, original records are at risk of deterioration as a result of everyday use, natural aging, acidic content of inks and paper, lack of environment controls, and exposure to UV light. With a permanent retention level, they demand immediate attention.

Many of Kofile's projects involve re-imaging what low-bid vendors already attempted imaging. Kofile's imaging procedures are implemented with the input of professional paper conservators. Town of Surfside mitigates liability by utilizing Kofile for these records management services.

Kofile can provide any required services at one facility and without the use of subcontractors. Services can include restoration, preservation, deacidification, mending/reinforcement, encapsulation, binding/sewing, archival image capture and processing, microfilming, and proprietary indexing solutions (with onshore indexing from Kofile's exceptional team). Kofile's ability to provide these services reduces cost, mitigates risk, and ensures the quality digital images free of distortion and information loss with capture from the original source. Kofile proposes a unique solution that no other vendor can offer to the Town of Surfside.

Why unique? Services and products are developed to assist counties by providing superior solutions to common records management issues. Kofile has revolutionized the preservation industry with effective and efficient archival products designed specifically for local government. Each exclusive product is the result of our Made-in-America ingenuity.

Kofile's unique archival products and their exclusive U.S. Patent statuses are the results of years of research, testing, development, and expertise.

Why exclusive? No other vendor provides this level of technology. Kofile is the developer, manufacturer, and distributor of the Lay-Flat Archival Polyester Pocket™ and Disaster Safe County Binder™ (DSB). Kofile owns the patents on both products, and is their sole source.

6300 CEDAR SPRINGS ROAD, DALLAS, TEXAS 75235
P: 214/ 442.6668 F: 214/ 442.6669 WWW.KOFILE.COM

It is with the support these unique and exclusive options, that Kofile is justified to serve as sole source during this project. The benefits are detailed herein.

Let these product specifications serve to justify the exceptional benefits of Kofile's unique archival products. Their exclusive U.S. Patent statuses are the direct results of Kofile's years of research, testing, development, and expertise. Kofile is the only vendor capable of providing this quality of service.

Lay-Flat Archival Polyester Pocket™
US Patent Number 7,943,220 B1, issued on May 17, 2011.

Encapsulation is an archival method for housing brittle and fragile documents. Encapsulation is not lamination. Plastic lamination is an outdated and unacceptable method for strengthening paper, due to its non-revisable nature. In archival encapsulation, the document is free floating inside the envelope. It is not adhered or heat set to anything. The clear inert archival polyester film used can be imaged through with high clarity. The Library of Congress has approved several materials suitable for encapsulation.



There are a variety of protective plastic film enclosures on the market. The only appropriate film for archival use should be manufactured from chemically stable materials. The film should also pass the Photographic Activity Test (PAT). "Archival Safe" and "Acid Free" are only words, and there are no standards regulating their use.

Kofile utilizes SKC Films, Skyroll SH72S® PET polyester for all of its encapsulation projects. Each sheet is encapsulated in a custom Lay-Flat Archival Polyester Pocket™.

Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strong plastic film. It is crystal clear, smooth, and has no odor. While it is the most expensive, PET's non-damaging properties deem it the superior choice for long-term storage by Archivists. It is available in a number of thicknesses (or gauges). Also, it will not distort or melt in case of fire. The inherent static cling of SKC SH725 polyester provides physical support and protection from daily use.



Whether enclosure, sleeve, envelope, or pocket, the protective housing will determine the record's 'life or death.' Its composition will have a chemical reaction with paper fibers and ink. The reaction can benefit or harm assets and can either save money or cause unmitigated expense.

Reemay® Spunbond Polyester is welded into the pocket to offset the document's thickness and seal out atmospheric pollutants.

Pocket sizes are made-to-order, saving hundreds of filing inches. Kofile provides an option of polyester thickness (or *mil*) and spunbond polyester. Upon request and at no additional cost, we supply samples of various gauges of encapsulation film.

Pockets are initially sealed on three sides, and the binding process seals the fourth side with a static seal. This seal blocks contaminations to the carefully cleaned and deacidified document, and reduces the risk of mold and mildew growth. Also, with this method, should the Town Clerk's Office need to access the original sheet, the Pocket would not need to be cut for access and replaced.

Disaster Safe County Binder™

US Patent Number 10,160,255, issued on December 25, 2018.

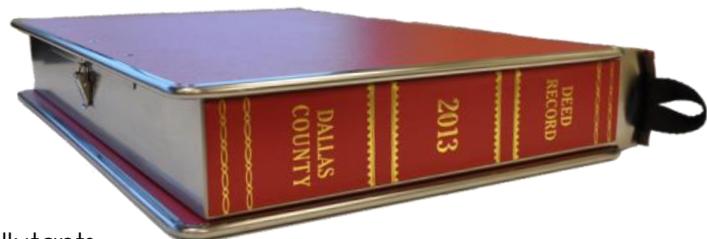
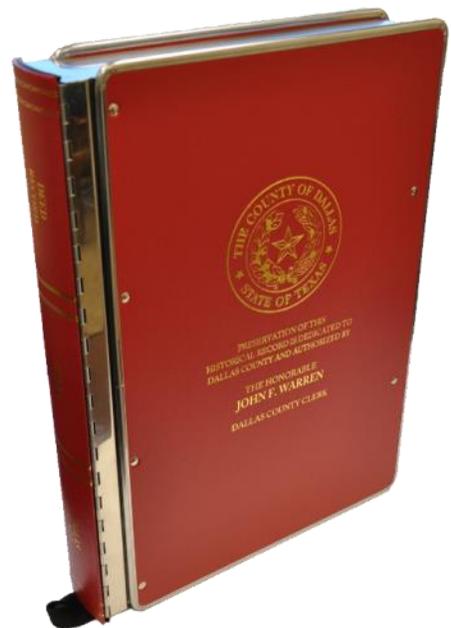
Kofile proposes that original volumes are bound in our proprietary *Disaster Safe County Binders™* (DSB). It offers unparalleled protection against water and fire damage. In its second generation model, upgrades include simplified access to the posts, and refined mechanisms and construction.

Proprietary Features

The DSB provides unparalleled protection and storage. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. The DSB is the result of a hard lesson about environmental dangers. It addresses what went wrong in that disaster.

It also enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical plat cabinet system. This feature allows collections to return in a smaller storage footprint with 4Post™ Shelving.

The DSB features a lifetime warranty against rust. It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. Any product that fails to operate properly or maintain its original integrity is replaced at no cost to the Town Clerk. This is our



commitment of value and service to our customers. The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value and offers the highest level of protection for disaster recovery.

Other DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

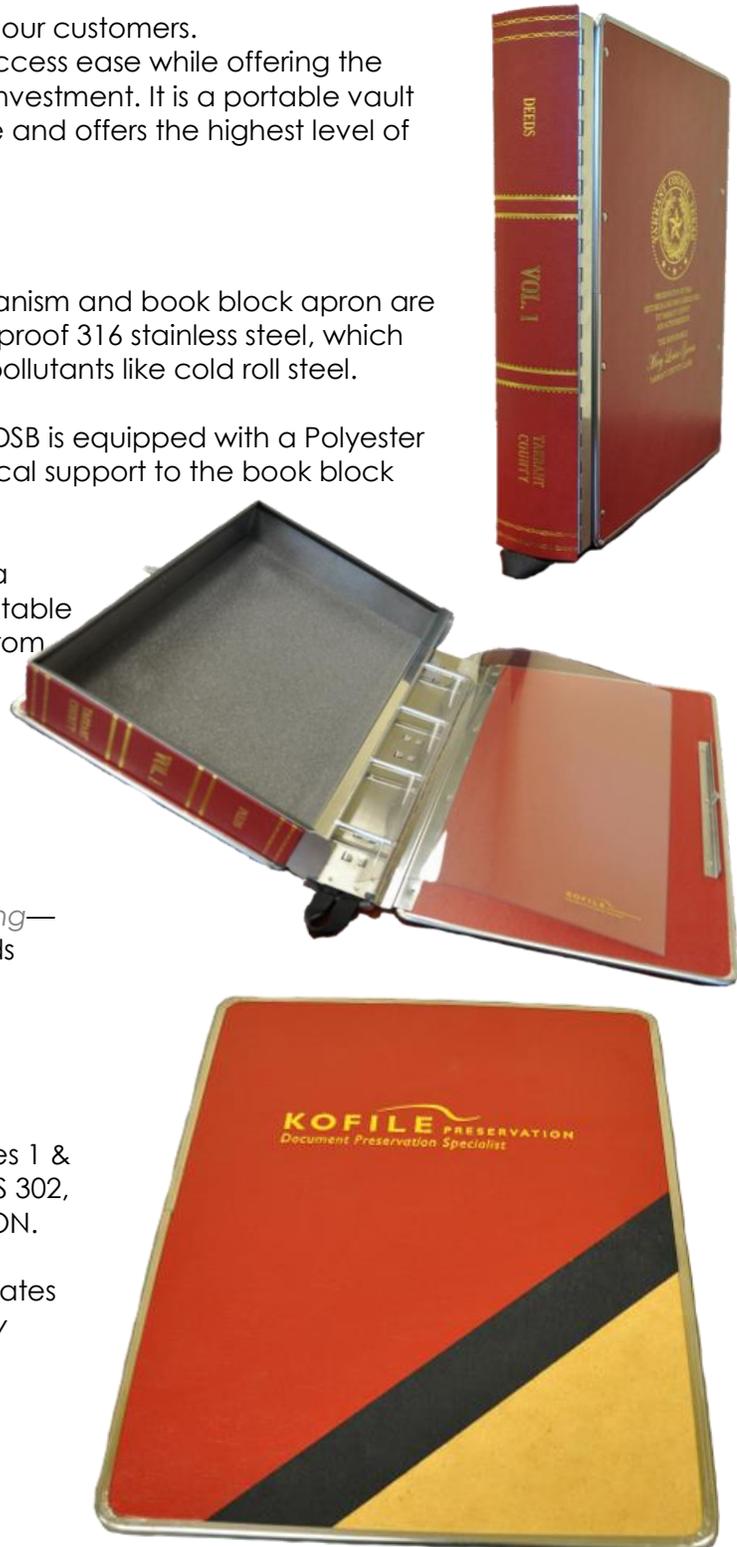
Support to the Book Block—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The DSB creates a *Microclimate*, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft and holds the binder together if dropped.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features, protect the contained pages in extreme temperatures.

The DSB exceeds NFPA Fire Codes 1 & I, and Classification codes FMVSS 302, UL94 FLAME, and UL 746A IGNITION. NFPA® 232 Standard for the protection of Records, ~6.12.2, states "All records shall be stored in fully enclosed noncombustible containers" (2017 Edition).



A cut-away of the DSB cover components. The layers include Imitation Leather (red with gold foil imprint), Fire Resistant Material (black), a Self Extinguishing Board, and a metal rim.

OVERVIEW OF KEY DIFFERENTIATORS

Kofile also extends the following differentiators and proprietary products and services to the Town of Surfside:



PROVEN WORK HISTORY INT THE STATE OF FLORIDA

Kofile's (and historically, its root companies) have provided services across the State of Florida.



WORK HISTORY

- With five locations and over 400 dedicated employees, Kofile has the ability to deliver large scale projects. Award and completion of 10+ preservation multi-million dollar projects.
- In 2018, preserved over six million pages for Local Governments in the U.S.
- In 2018, digitally captured over 11 million pages for Local Governments in the U.S.—Kofile's national capacity is 20 million scans annually.
- In 2018, provided archival indexing for 2.8 million documents.
- Redaction of sensitive information for multiple clients across the US.



PERMANENT FACILITY

All of Kofile's facilities operate with high levels of security. The Flagship *Conservation & Digitization Lab* in Dallas, TX, boasts:

- Security fence surrounds the property, and security cards control access.
- Fire-resistant brick and concrete building (F5 Tornado Resistant).
- Structural steel support members, fire-rated walls, ceiling, and flooring.
- State of the art security systems protect the entire facility and vaults.



SOLE SOURCE

Only Kofile provides all of the necessary project components without any reliance on subcontractors. Kofile will provide all supplies, materials, equipment, transportation, and related items at its facility.



WARRANTIES & GUARANTEES

- There is a Lifetime Guarantee on all services and workmanship. All products feature a Lifetime Warranty against defects. Kofile will redo any and all completed preservation services, imaging, indexing, or micrographics that do not meet specifications at no additional cost to the Town.



SUBJECT MATTER EXPERTISE

Second- and third-generation conservators and public records experts lead projects, including pioneers in preservation, imaging, re-creation, and data entry. Kofile and its current staff have provided binding and preservation services for municipal, county, and state-maintained records for 56 years.

- *Senior Conservator with 40+ years of experience.*
- *Professional Associate (PA) with The American Institute for Conservation (AIC).*
- *Imaging/Re-creation Manager with 17+ years of experience.*
- *Data Entry Manager with 30+ years of experience*



TRANSPORTATION IN KOFI-OWNED & OPERATED VEHICLES

For projects with large inventories, Kofile personnel will pick up and personally transport records. Kofile operates its own vehicles.

PROPRIETARY PROCESSES

-  **ULTRASONIC HUMIDIFICATION CHAMBER**
Humidification is essential for fragile documents in which manual unfolding would harm the document's structural integrity.
-  **IMAGE PROCESSING: ZONAL ENHANCEMENTS**
Proprietary software provides custom clean-up such as deskew, despeckle, character repair, and zonal enhancements for items that are stained, fragile, or have non-standard coloring.
-  **QC: QUALITY GUARANTEE**
Kofile does not miss pages, produce illegible images, or damage documents due to capture failures. Kofile will QC each image and sight verify.
-  **ACCESS TO THE WORLD LEADERS IN MICROGRAPHICS PRODUCTS AND SERVICES**
Kofile shares a facility with Eastman Park Micrographics, Inc. (EPM) —which employs the world's foremost experts in micrographic services. In 2016, our parent company purchased PFA, Inc. (n/k/a Kofile Services, Inc.), which is a leader in the micrographics industry for micrographics scanning and creating preservation microfilm from digital imagines as well as deteriorating historical micrographics collections archival), and cutting edge with its browntoning methodologies.
-  **OCR/ICR/REDACTION**
Kofile can OCR/ICR/redact, both automatically and manually, sensitive data. Kofile understands the importance of protecting citizens' private data, and includes redaction capabilities in its services. Kofile's development team developed these capabilities in-house.
-  **ARCHIVAL SOLUTION FOR NEGATIVE PHOTOSTATS**
Kofile has designed a machine to efficiently apply Archival Polyester Stabilizer to support long-term use and storage. This protective coating contains ultraviolet absorbers (UVAs) and waterproof properties.
-  **EQUIPMENT: OVERHEAD PLANETARY SCANNERS**
For off-site scanning projects, at our facility, Kofile has invested in large format planetary scanners as part of our commitment to preserving permanent documents and ensuring the best possible image capture.

DEACIDIFICATION WITHOUT ENCAPSULATION: A DISCUSSION

Deacidification Without Encapsulation

It has come to our attention that vendors are claiming that deacidification and/or conservation treatments are not necessary. These vendors claim they are “saving money” by only encapsulating and binding sheets. At Kofile, we are grieved to hear about these claims. These claims are false. They have no basis in professional conservation standards and are not supported by laboratory testing. In fact, studies by the Library of Congress (LOC) concluded that encapsulation without deacidification can accelerate aging. Please see the article, “Aging of Paper Sealed Within Polyester Film,” for all quotes included herein, <http://www.loc.gov/preservation/resources/rt/age/age_5.html>).

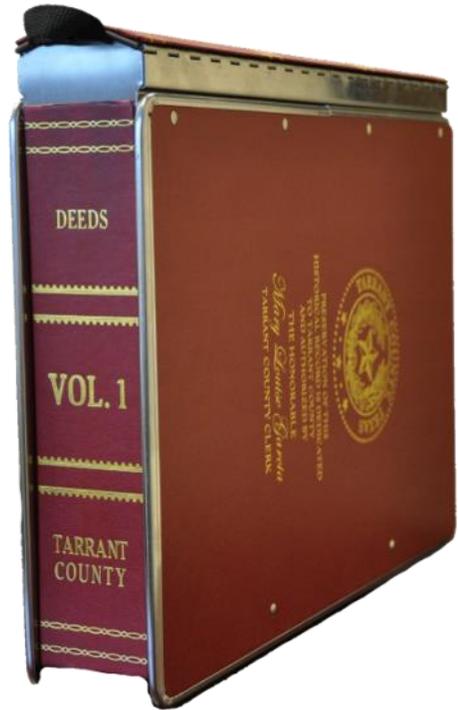
Records are composed of organic materials, such as paper, cloth, leather, paste, and glue. These components are hygroscopic (readily absorbing and retaining moisture). Sheets deteriorate as acidic inks (such as iron gall ink) “eat through” the paper. During the wood pulp paper-making process, bleaching agents were introduced to achieve brightness. Now, years later, acidic, dull yellows replace the bright white. Merely encapsulating a sheet will not address any of these chemical issues.

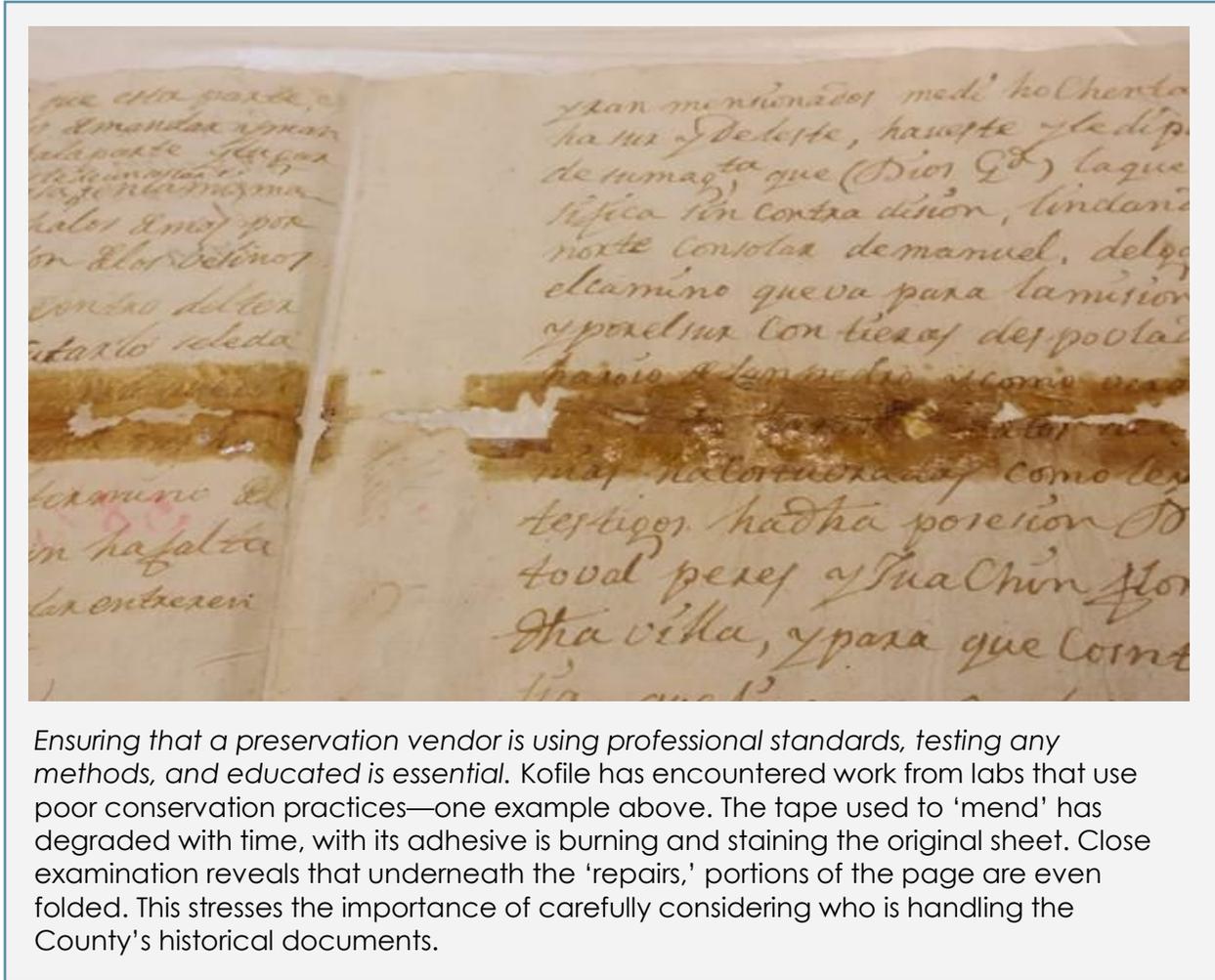
As the LOC states, “encapsulation treatment is frequently used in paper conservation as a protective measure to shield precious and fragile documents from physical stress, as well as from dust, etc.” To encapsulate without buffering agents, entraps the historic sheet in an acidic time bomb. The LOC study even proved that “half-sealed paper aged just as rapidly as paper sealed completely.” Deterioration of the sheet...

...continually gathers momentum as acidic degradation products continue to accumulate. Like a rock rolling down a slope, the decline in physical, as well as chemical properties of acidic paper within books or other isolated micro-environments, continues to accelerate until the paper becomes unstable.

Deacidification is not optional. Chemical treatment provides an alkaline reserve to neutralize acids on each side of the sheet. Deacidification is only performed after careful pH and compatibility testing.

Only a professional conservator should treat historical records. Besides deacidification, sheets still need surface cleaning and the removal of acid tape and adhesives. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, post-it notes, etc. can cause damage in short periods. This includes physical damage (decreased paper strength due to punctures and/or distortion) and chemical damage (rust). As metal oxidizes, the resulting rust “eats” the surrounding paper fibers.





Ensuring that a preservation vendor is using professional standards, testing any methods, and educated is essential. Kofile has encountered work from labs that use poor conservation practices—one example above. The tape used to 'mend' has degraded with time, with its adhesive is burning and staining the original sheet. Close examination reveals that underneath the 'repairs,' portions of the page are even folded. This stresses the importance of carefully considering who is handling the County's historical documents.

Kofile provides a combination of services and knowledge that no other vendor provides.

Superior experience with historical documents ensures that Kofile can address any concerns regarding the handling of fragile items, image capture, and quality of work. Kofile has 59 years of experience when factoring in the experience of our root companies, all of which are still active in leadership with the current company. These root companies contribute a combined over 100 years of experience across the US.

Please do not hesitate to contact us with any questions.

Sincerely,

Trae Scism

Trae Scism
Client Executive
trae.scism@kofile.com
863.289.0409

sgf

RESOLUTION NO. 2021 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF SERVICES FROM KOFILTE TECHNOLOGIES, INC. FOR PRESERVATION, ARCHIVAL AND DIGITIZATION OF HISTORICAL TOWN DOCUMENTS; FINDING THAT THE SERVICES ARE EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(6) OF THE TOWN CODE AS A SOLE SOURCE PROVIDER; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER FOR SUCH SERVICES AND/OR AGREEMENT AS DEEMED NECESSARY BY THE TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (“Town”) is in need of services for the preservation, archival and digitization of historical permanent Town documents and records to protect and preserve original documents from water, fire and physical damage for decades to come (“Services”); and

WHEREAS, pursuant to Section 3-13(6) of the Town’s Code, sole source procurements are exempt from competitive bidding; and

WHEREAS, the Town received a proposal from Kofile Technologies, Inc. for the Services, attached hereto as Exhibit “A”, and a sole source letter confirming that they are a sole source provider by offering areas of professional-level service still not available from other vendors (“Vendor”); and

WHEREAS, the Vendor has provided a proposal attached hereto as Exhibit “A” for the first phase of the Services at a cost not to exceed \$68,000 (the “Proposal”); and

WHEREAS, the Town Commission wishes to approve the first phase of the Services and authorize the Town Manager to enter into a Purchase Order with the Vendor, in substantially the form attached to the Proposal, and/or Agreement as deemed necessary or prudent by the Town

Attorney; and

WHEREAS, the Town Commission finds that the Services are in the best interests and welfare of the Town.

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

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

Section 2. Services Approved; Exemption from Competitive Bidding. The Services in the amount not to exceed \$68,000 from the Vendor are hereby approved. The Town Commission finds that pursuant to Section 3-13(6) of the Town’s Code, the Services are exempt from competitive bidding as a sole source provider. The Proposal, in substantially the form attached hereto as Exhibit “A,” is hereby approved, and the Town Manager is authorized to execute a Purchase Order for the Services in substantially the form attached to the Proposal and/or other agreement as deemed necessary or prudent by the Town Attorney.

Section 3. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the Services and the purposes of this Resolution, including the execution of a Purchase Order and any necessary agreements for the Services.

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

PASSED AND ADOPTED this 9th day of November, 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

November 1, 2021

Sandra N. McCready, BPA, MMC
Town of Surfside, Town Clerk
9293 Harding Avenue
Surfside, FL 33154

Dear Sandra McCready,

The proposal addresses the preservation and archival digitization of Minute Books and Ordinances for the Town of Surfside. Kofile Technologies, Inc. (Kofile) will address all of the necessary services for these assets.

Kofile proposes a unique solution that no other vendor can offer. This project addresses the preservation, long-term management, and digital access of this collection. Preservation ensures the survival of **source originals** for the application of future technologies.

PROJECT UNDERSTANDING

At Kofile, each project is unique and deserves special attention. Preservation minimizes chemical and physical deterioration to prolong the original's existence and useful life. Oftentimes, this includes preserving and removing the original from public access, and creating a security copy. Preservation can incorporate conservation, treatment, stabilization, preventative care, or digitization—or any maintenance or repair.

RETENTION SCHEDULES

Historical and archival government records have permanent retention schedules. Public records management in Florida is regulated through the General Records Schedule GS1-SL for State and Local Government Agencies, *FAC 1B-24.003(1)(a)*, Effective August 2020. The volumes in this proposal maintain a PERMANENT retention schedule according to GS1-SL Item #424 (after archival review) & #228.

RECORDS ASSESSMENT

This proposal includes 35 volumes (with a Good Faith Estimate of 27,700 pages). The pages are single-sided with typescript or negative Photostat data, and only the sides with text will be imaged. These volumes are in poor to extremely poor condition.

Photographic documentation and areas of concern that are common to historical public records volumes include the following.

Mechanical Damage

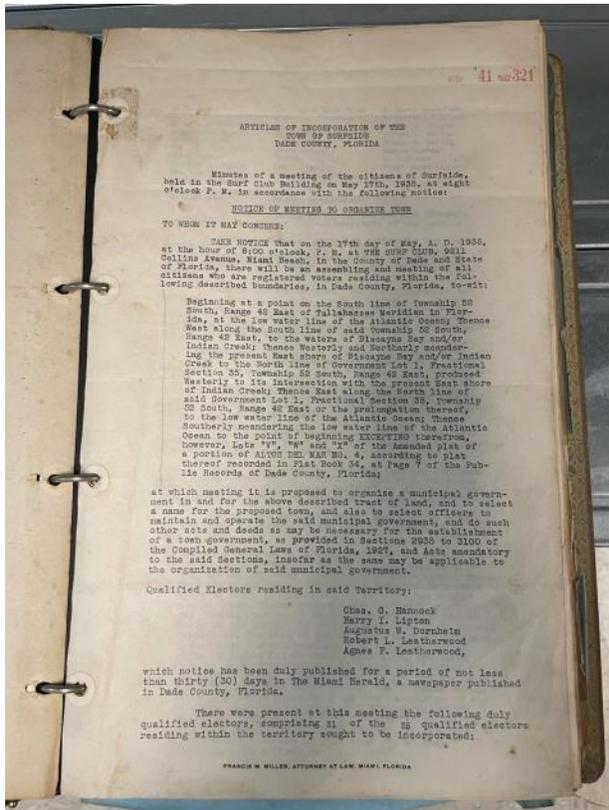
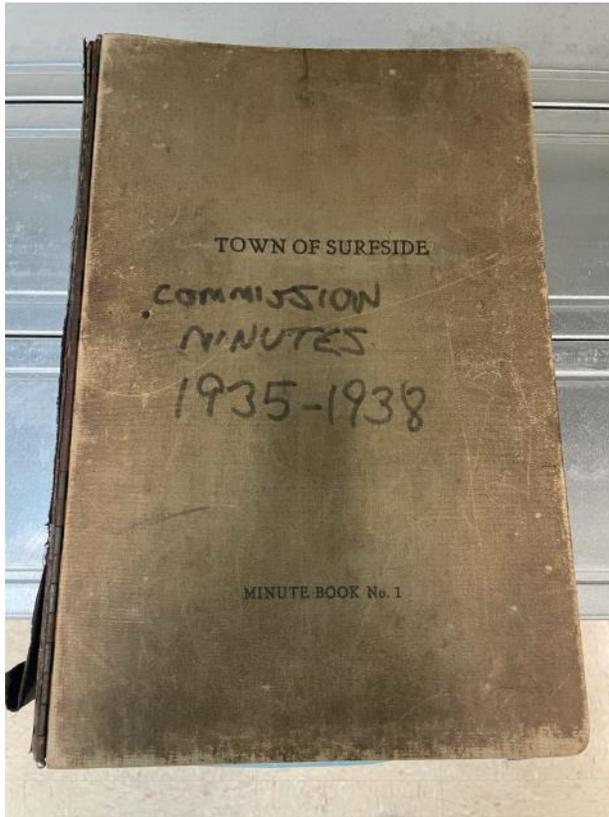
A history of everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of human hands. Exposure leaves sheets susceptible to damage and loss even with careful use. Sheets suffer from mechanical damage and become dirty, brittle, or torn.

Acidic Ink

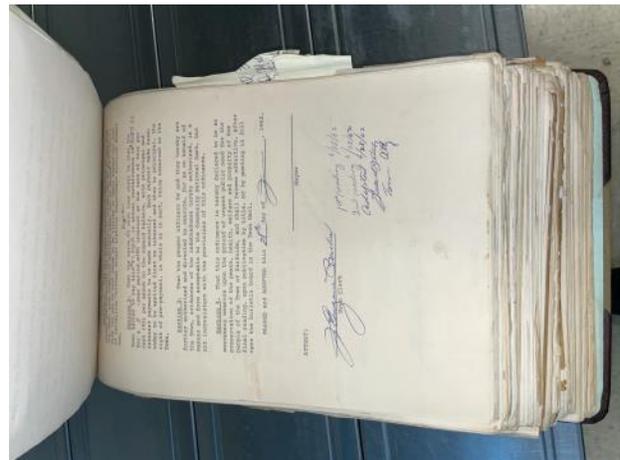
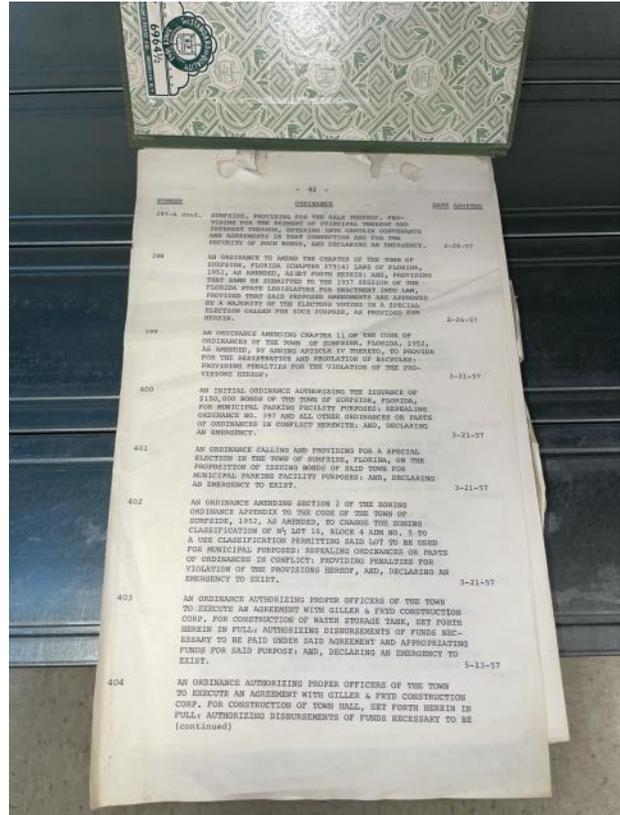
Acidic inks "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid—which fades. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

6300 Cedar Springs Rd
Dallas, Texas 75235

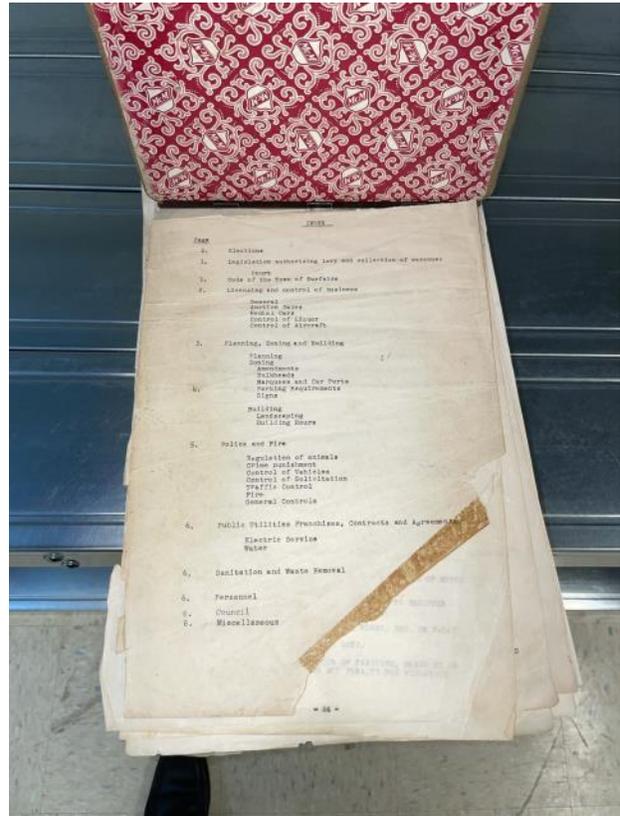
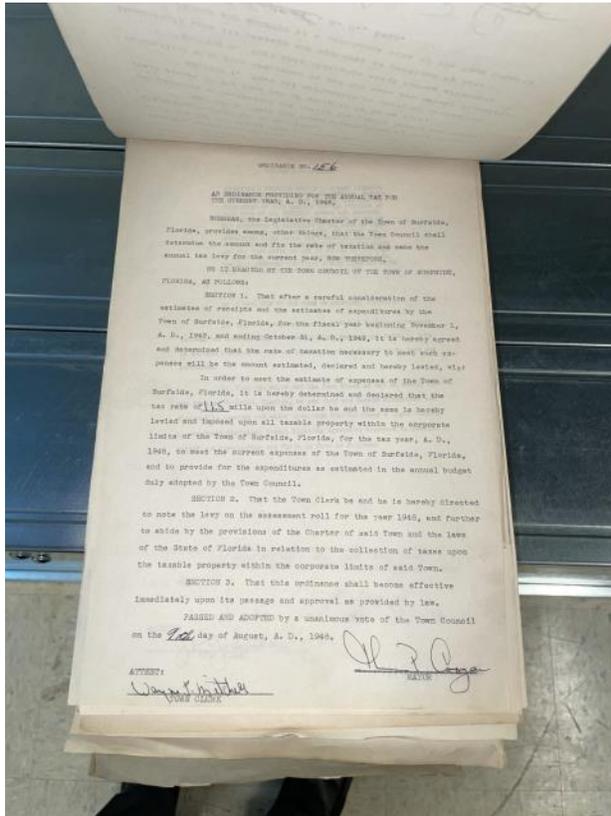
PHOTOGRAPHIC DOCUMENTATION



PHOTOGRAPHIC DOCUMENTATION



PHOTOGRAPHIC DOCUMENTATION



Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic— as evident by embrittlement and yellowish-brown discoloring. Paper also brittles when relative humidity fluctuates.

Non-Archival Quality Materials

The off gasses of deteriorating metal contributes to the chemical breakdown of historic volumes and documents. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is *foxing*, or fox-like reddish and brown color stains or blotches on paper.



Binding Margin

Sometimes a book contains sheets in which the writing continues into the binding margin. To rebind and protect these sheets, encapsulation, not punching, is the only solution. This is also true of books that previous vendors have guillotined.

Always question vendors if they recommend power cutters to dismantle sewn books. Kofile never attempts any procedure potentially resulting in a loss of text or weakening of document integrity. For these purposes, Kofile does not endorse or practice guillotining. A sheet's binding margin should never be compromised.

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments are abused and susceptible to loss.

Temperature & Humidity Monitoring

Even slight changes in temperature can double paper's natural aging rate. In reality, temperature and RH are not consistent in an office (especially on weekends). Regulate temperature to 68°F ± 5°F—even in the winter. Temperature fluctuation promotes mold. If uncomfortable, forewarn staff and patrons to wear adequate clothing.

Temperatures above 75°F and RH higher than 60% encourage mold and other bacteria growth within 48-72 hours.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%. Archival product companies market small, inexpensive devices (Data Loggers) to assist in monitoring your public records archive.

Tape & Non-Archival Adhesives

The Library of Congress warns "pressure sensitive tapes, such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes" are all culprits. These tapes are unstable. All tapes and adhesives of these types will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item, and difficult to remove."¹

¹ The Library of Congress. "Preservation FAQs." <www.loc.gov/preservation/>.

A conservator can remove water-based, synthetic, and pressure-sensitive adhesives.

Adhesive stains may lead to imaging issues. Many counties approve low-bid imaging or microfilm projects that result in illegible images. To enhance image quality, conservation is essential.

TREATMENT OVERVIEW

The course of treatments outlined are generalized and may not be applicable to each item. For brevity, and in consideration of those unfamiliar with the chemical components of paper conservation science, an succinct overview of each treatment is presented.

The following pages contain an overview of preservation treatments and services available at the Kofile lab. Services are tailored to the specific page and/or volume and utilized as appropriate.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove.

Guillotine cutters are never employed. If trimming is necessary, it is done with handheld scissors or Jacques Board shears, which are specifically designed for trimming fragile paper. These allow Kofile to trim paper carefully and accurately with greater precision. Only one document is cut at a time to ensure no text is lost.

Surface Dry Cleaning

Surface cleaning is a generic term for the removal of materials deposited on pages. This includes dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. All have serious consequences during long-term storage. Methods vary in degree of simplicity. More elaborate systems require isolation, filtration, and personal protection. To improve appearance, superficial grime is removed with a soft dusting brush. A microspatula is used to coax insect deposits. Other tools include a latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile will remove fasteners, page markers, and other metal mechanisms. Fasteners such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc. cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, or Old Repairs

Varnish, pressure-sensitive tape, and adhesive residue are reduced as much as possible without further degrading the original Document. A *microspatula* (sometimes heated) coaxes tape threads, pressure-sensitive tape, and glue from the paper. A Hot Tools tape remover can



A Kofile conservator carefully coaxes tape and adhesives from a historical page.

soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

Stain Reduction

Stains are reduced to the greatest extent possible after careful testing. Tape stains are reduced, but most stains are likely permanent. Many stains, such as water stains, are not treated. Other stains are treated either chemically or aqueously depending on the paper and ink. Kofile understands that many stain-reducing agents are not safe for iron gall ink. Maximum testing is necessary. When testing determines that a proposed treatment will result in harmful or irreversible consequences, Kofile will contact the client to discuss alternatives or a course of non-action.

Flattening and Humidification

Improperly stored, papers become inflexible and retain a memory of the storage position. Tools to 'flatten' documents include tacking irons, heat presses, and an Ultrasonic Humidification Chamber—see *pictured*. These practices reduce the likelihood of unnecessary fractures or breaks. Kofile's technicians are experienced using all three methods.

Items are humidified after testing the solubility of the image. The Ultrasonic Humidification Chamber can correct the most fragile document's folds and bends. This machine is enhanced with a cross flow and features a humidity dome and ultrasonic humidifier. Private labs are rarely equipped with this device, and this significant investment represents Kofile's foresight and commitment to offering the best available technology as a functioning and efficient vendor.



Ultrasonic Humidification Treatment.

Repair and Restore Paper

Mending torn paper is an art form. Mending uses a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the Document is going to be encapsulated.

All of the materials utilized for mending are acid free and reversible. Japanese paper and ethyl cellulose paste or Crompton tissue are used most often. Mending strips are water cut so the edge of the Japanese paper visually integrates with the original document, without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion.

Kozo paper, in natural and white finish, is commonly used because of its strength and transparent nature after application. While visible to the trained eye, it does not distract from the Document. Other types of Japanese paper used frequently include Zangetsu, Gampi, Tosa Tengujo, Seikushu, and Thin Uda.



Filmoplast® R may also be used for reinforcement of damaged sheets. Filmoplast® R is a low-temperature, acrylic adhesive that bonds to Japanese Kozo paper. Kofile also constructs its own version of this material with acid-free tissue paper and Rhoplex liquid acrylic adhesive.

Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through an HVAC system for optimum performance.



An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue. The image above shows a Kofile conservator piecing the document together after the adhesive holding it together was reduced.

Bookkeepers®, a commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment, see pictured. The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet. Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.

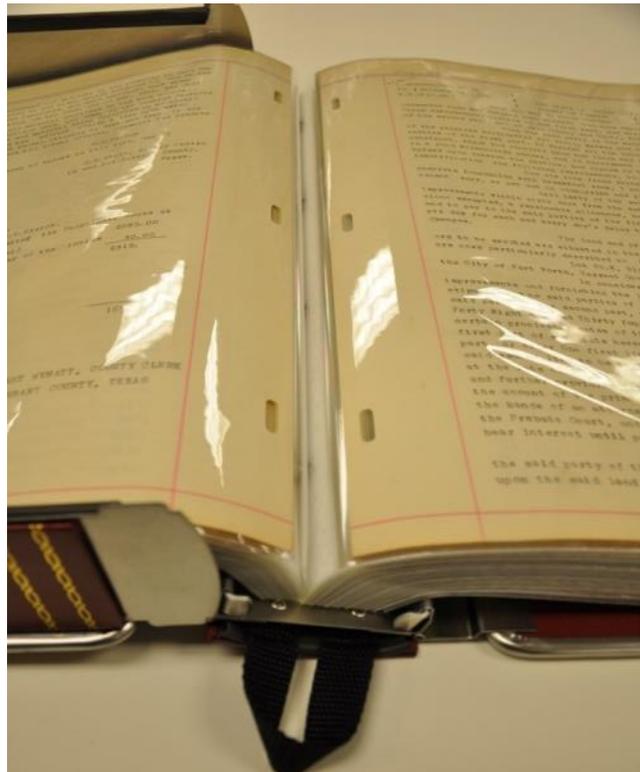
Encapsulation

In archival encapsulation, the document floats freely. It is not adhered or heat set.

Kofile uses SKC SH725 PET polyester. Polyester or Polyethylene Terephthalate (PET) is the most inert, rigid, dimensionally stable (*dimstab*), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, and odorless. It will not distort or melt in case of fire.



Each sheet is encapsulated in a 2 mil patented polyester pocket: *Lay Flat Archival Polyester Pocket™*, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and the binding process statically seals the fourth side. With this feature, the Pocket would not need to be cut to access the original sheet. A Reemay® strip or spunbond polyester at the binding edge offsets the document's thickness and seals out atmospheric pollutants while allowing off-gassing.



These developments allow for a flat book block. The inherent static cling of polyester provides physical support and protection during use. The binding is reinforced for added strength and usability. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.

Re-binding

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

New binders stabilize documents and impede deterioration. *This will save the Town of Surfside valuable storage space and require little maintenance for decades.* Most existing binders are composed of non-archival materials with non-archival adhesives. These binders deteriorate and outgas acidic elements, which damage documents.

Kofile does not recommend the use of polystyrene (PS) binders. In the presence of heat they are highly flammable and outgas toxic hydrochloric acid fumes. PS binders also have poor chemical resistance, especially to organics, and are photodegradable (susceptible to UV degradation).

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is printed and sent to the Town for approval. If any titling, dates, or other information from an original volume is noted in error, the Town is notified. Any changes are approved by the Town. Tooling is performed with 23-karat gold foil.

Disaster Safe County Binder™ (DSB)

The DSB provides unparalleled protection and storage for inactive records. Developed after Hurricane Katrina to address the devastation of the Orleans Parish archives, it protects sheets from water, fire, and physical disruption. The primary problem in 2005 was 100% relative humidity. With weeks of no power, mold was rampant. A hard lesson, the DSB addresses what went wrong in that disaster.

In its second generation model, upgrades include simplified access to the posts, and refined mechanisms and construction.

Also, a post binder, the DSB enables the encapsulated sheets to hang from the binder's posts—much like a hanging vertical Plat cabinet. This allows collections to return in a smaller storage footprint with 4Post™ Shelving.

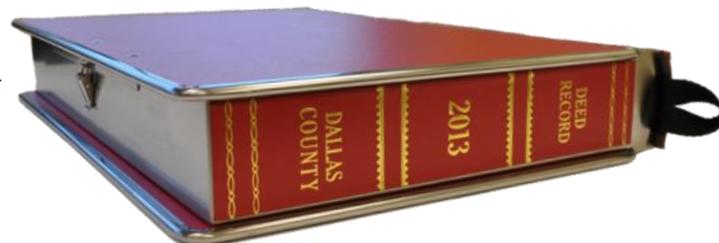
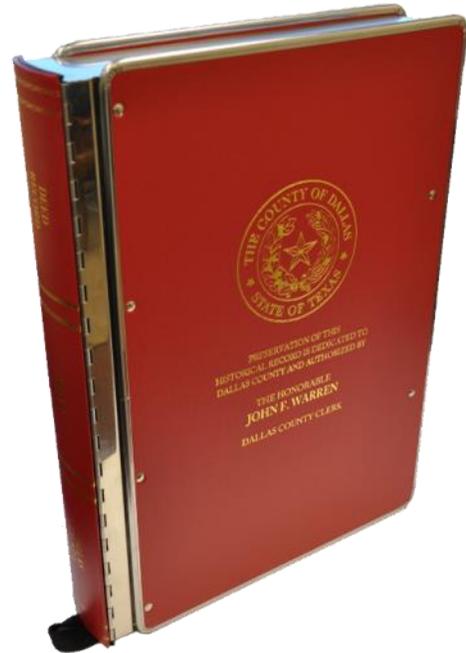
The DSB provides functionality and access ease while offering the highest rate of return on the client's investment. It is a portable vault for housing records of enduring value.

It provides progressive protection from exposure to fire, water, Relative Humidity (RH), atmospheric pollutants, ultraviolet (UV) light, impact, and drops. The DSB also features a lifetime warranty against rust.

Kofile matches the existing collection by manufacturing custom sizes, shapes, spines, colors, and lettering. The DSBs are available in the following colors in Imitation Leather (white is also available, but requires black lettering instead of gold foil). Spines are available in genuine or imitation leather. *For hubs, the spine must be genuine leather (which introduces a non-archival component).*



Kofile manufactures binder components on a per-book basis, sized to 1/4" incremental capacities. Each binder features durable cover boards and a spine to support the pages' weight. Any product that fails to operate properly or maintain its original integrity is replaced at no cost to the Town.



Materials, including cover boards, are acid-free. Adhesives are based on internally plasticized copolymers of vinyl acetate with ethylene, deputy male ate, or other suitable monomers, with a vinyl acetate monomer content of $\leq 1\%$, and a minimum 6 pH.

Other DSB Features Include:

Stainless Steel—The metal mechanism and book block apron are constructed of stable, corrosion-proof 316 stainless steel, which does not emit harmful gaseous pollutants like cold roll steel.

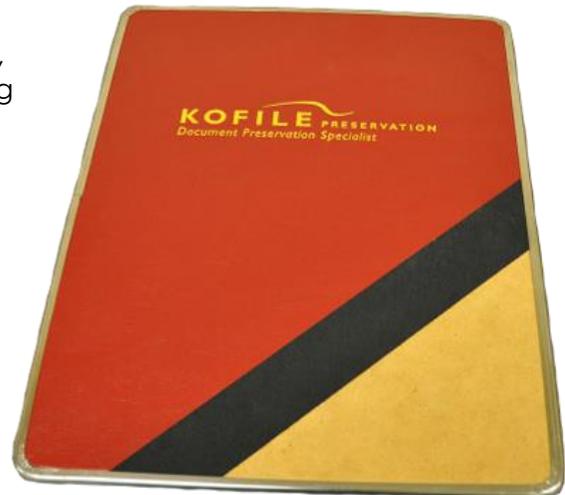
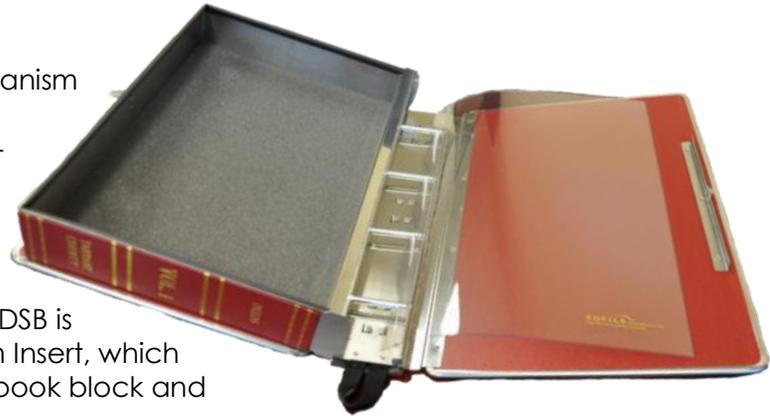
Support to the Book Block—The DSB is equipped with a Polyester Foam Insert, which ensures physical support to the book block and allows library-style storage.

Microclimate—The DSB creates a *Microclimate*, an independent, stable environment separating sheets from the external atmosphere.

Security Lock—A security lock hinge protects from theft, and also ensures that the book does not open if dropped.

Nonflammable & Self-Extinguishing—With nonflammable cover boards and materials, the DSB is self-extinguishing. These proprietary features, protect the contained pages in extreme temperatures.

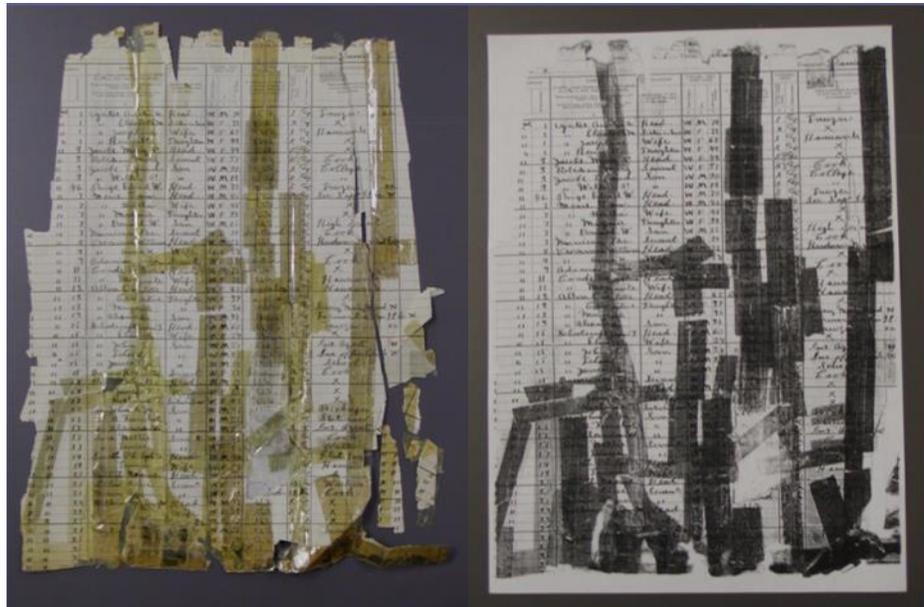
The DSB exceeds NFPA Fire Codes 1 & 1, and Classification codes FMVSS 302, UL94 FLAME, and UL 746A IGNITION. NFPA® 232 Standard for the Protection of Records, ~6.12.2, states “All records shall be stored in fully enclosed noncombustible containers” (2017 Edition).



A cut-away of the DSB cover components. The layers include Imitation Leather (red with gold foil imprint), Fire Resistant Material (black), and a Self Extinguishing Board.

ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This is not meant to replace the record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

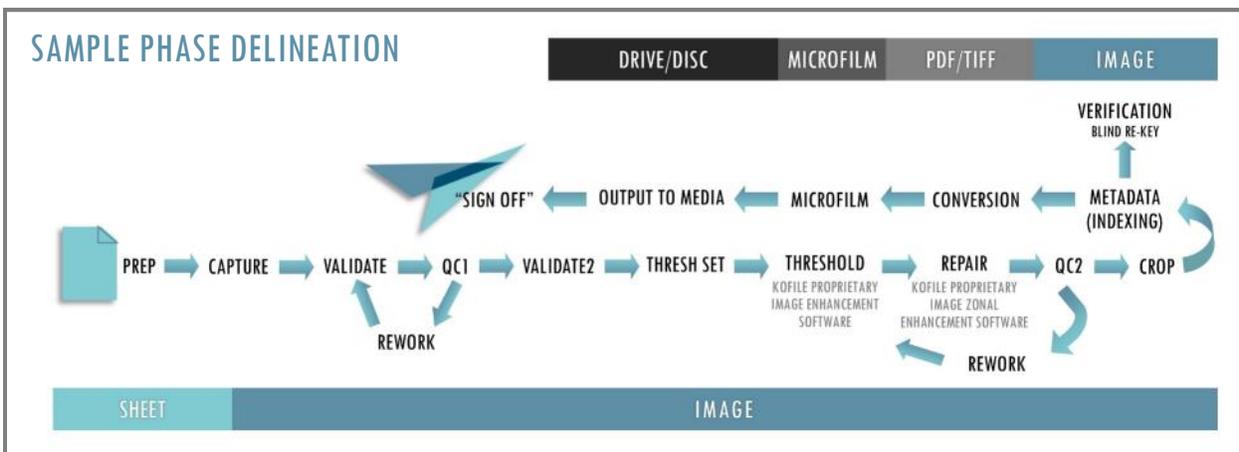


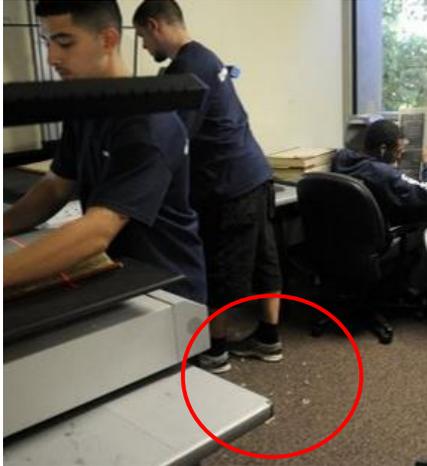
Kofile does not subscribe to the "scan it and forget it"

philosophy. Materials are addressed according to condition and fold endurance without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents. Many projects involve re-imaging what low-bid vendors have already imaged. Kofile invests in the best hardware and software. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.

Imaging Overview

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the optimum resolution and highest image quality for documents with poor contrast and legibility. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output. Gray-scale scanning techniques ensure the optimum resolution of each page. Effectiveness and minimum legibility of the scanning process is verified through rigorous and systematic quality control.





The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier Press, August 21, 2013.

Image Capture

Domain specific knowledge is necessary. A vendor that does not understand permanent asset collections may address the Town's files as disposable. Kofile's operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, it is flagged for a quality assurance assessment. The page is treated with a "Best Possible Image Indicator" or further enhancements. Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization.

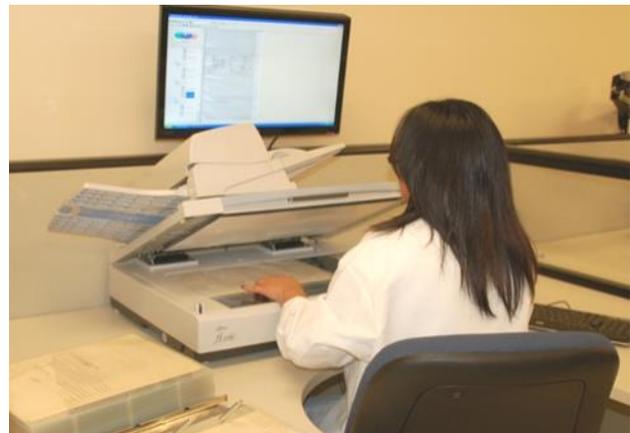


Image Processing and Enhancement

IMAGE PERFECT, Kofile's proprietary software, ensures optimum image quality. *IMAGE PERFECT* uses custom image clean up and enhancements such as deskew, despeckle, character repair, and zonal processing. When documents vary in size and density, this custom programming ensures image uniformity. It provides proprietary algorithms to achieve high image quality. The utilization of algorithms is critical for capturing different densities and quality levels in a collection. Among the many common problems the software automatically addresses include at capture:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

This proprietary software is a digital SLR-based system. Kofile utilizes the Microsoft® SQL database as the underpinning for the production systems. The software also allows operators to build and edit image processing scripts interactively. The image processing scripts can be saved for batch processing. It also has progress tracking capabilities and can identify exceptions. Supervisors manage and correct problems quickly and efficiently.

During image repair, *IMAGE PERFECT* allows repair of the currently displayed image without rescanning additional images, which could compromise image integrity. Images are zonal enhanced to improve readability. Kofile maintains 100% document integrity and image control with exclusive Image Locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets (see pictured) establish the baseline digital capture quality of the machine during scanning. The *Quality Target* serves as the foundation for our quality assurance analysis. *IMAGE PERFECT* measures each image at a minimum for the following attributes:

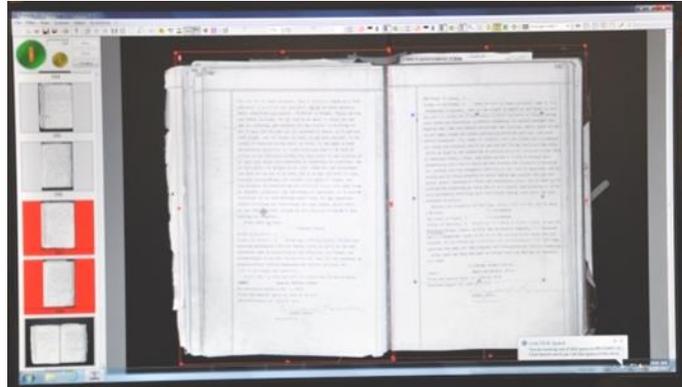
- Target dpi
- Target Tone scale and correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data

Kofile performs Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

Annotations are supported to allow the electronic addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.

Quality Control (QC)

Quality control (QC) is a key element. Our QC process ensures that all images are certified. Each and every image is sight checked during QC. Kofile's quality assurance involves three major thresholds for 100% review inspection: during preparation, during scanning, and during a post scanning review. Then, the process involves a statistical, random, batch-based review of 8% of all work before delivery. Each page is checked to ensure there are



Quality Targets permit operators to view image quality at the time of the scan. Images, even with scanning on different devices, are “normalized” as if they were from the same scanner. Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. The Quality Targets establish the baseline digital capture quality of the scanner at the time of scanning.



Examples of imaging before (L) and after (R) image cleanup and enhancements.

no missing pages, double feeds, and to account for “A” pages (which may have been added to the original book).

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce “pull-throughs” on thin papers following thick bond. Equipment includes technical scanning equipment by Fujitsu, Kodak, WideTEK, Zeutschel, Scan Optics, and Contex. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

ARCHIVAL MICROFILM

In March 2011, our parent company acquired the Micrographics Division of Eastman KODAK (now Eastman Park Micrographics or EPM). With Kofile, the Town of Surfside has access to the world's foremost microfilm experts, leaders, technology, and machines. All microfilming procedures are archival quality and produced according to ANSI Standards. Books (typescript, manuscript, and negative Photostat) are captured on 16 mm microfilm.

PROJECT OVERVIEW

Without a signed agreement, all pricing for the inventory herein is good for 90 days. Final pricing is determined upon review at the Kofile lab. Pricing is based on a Good Faith Estimate of page counts. Billing will occur on actuals per agreed upon pricing, not to exceed the P.O. without authorization.

TOWN OF SURFSIDE, FL PROJECT OVERVIEW								
RECORDS SERIES TITLE	VOLUME	DATE	QUANTITY		NOTES	PRICE QUOTE		
			VOLS.	PAGE COUNT		PRV	IM	MM
Minute Books		1935-1969	28 vols.	16,700	<i>Single Sided. Only pages with writing will be imaged.</i>	\$83,500.00	\$4,175.00	\$417.50
Ordinances	#1-#175		7 vols.	11,000		\$59,000.00	\$2,925.00	\$275.00
PROJECT TOTAL						\$142,500.00	\$7,100.00	\$692.50

TOWN ACCEPTANCE

Signature/Title of Authorized Town Representative

Date

Records receive services as appropriate (see below).

(PRV) Preservation—*Conservation Treatments, Deacidify, Encapsulate, & Bind*

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary in our Conservation Laboratory.
- Dismantle binding of the volumes by hand.
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Sheets are flattened as necessary. Flattening is mechanical, steam, or by ultrasonic humidification.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners *to the extent possible without causing damage to paper and inks.*
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials. Sheets are mended with either Japanese tissue and methyl cellulose adhesive or Filmoplast® R (an acrylic-based, heat set tissue). Japanese paper used is often Kozo paper, in both natural and white finish because of its strength and transparent nature after application.
- Deacidify each side of each sheet with Bookkeepers™, a commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures a pH of 8.5 with a deviation of no more than $\pm .5$.
- Encapsulate sheets in *Lay Flat Archival Polyester Pockets™*. Each custom envelope is composed of Skylroll SH72S® Mylar and includes a patented lay flat design. Pocket dimensions match the “book block”, with a 1¼” margin.
- Re-bind in custom-fitted and stamped *Disaster Safe County Binders™*. A volume may return split due to the added weight of the Mylar, depending on page count. A dedication/treatment report is included in each binder. Index tabs are repaired or replaced, as necessary.

(IM) Archival Imaging—Capture, Processing, & Enhancement

- Capture images at a minimum of 300 dpi at 256 gray levels, ensuring the highest quality for poor contrast and illegibility. Gray-scale ensures optimum resolution for each page.
- Images accumulate as Group IV bi-tonal images in a standard PDF or TIFF format. [multi-page]
- IMAGE PERFECT is Kofile’s proprietary software. It ensures the optimum image quality. When size and density varies, this custom programming ensures image uniformity. Quality Targets establish the baseline digital capture quality of the scanner during scanning. IMAGE PERFECT uses custom image clean up and enhancements such as deskew, despeckle, character repair, polarity reversal, and zonal processing.
- Image cropping, as applicable.
- Images are named (tagged for the directory file structure) by Book, Volume, and Page.
- Page Validation (automated PG. numbering for validation).
- Multi-level Quality Control (QC) for data and images.
- Effectiveness and minimum legibility is verified through rigorous and systematic quality control. Each image is certified and sight-checked to ensure there are no missing pages, double feeds, and to account for “A” pages (added to the original).
- The Town receives a MASTER (e.g., CD, DVD, ftp, flash drive) in a medium suitable to the project size.
- Kofile can hold a security copy of all digital images for safekeeping. Kofile does not sell, distribute, or grant unauthorized access to Town records.

(MM) Archival Microfilm

- Archival silver microfilm is produced in 16mm from the newly processed digital images. Microfilm serves as a security backup for disaster recovery.

PROJECT INVENTORY & ITEMIZED PRICING

The following tables record the inventory and itemized pricing for this project.

FORMAT KEY

T	Typescript	P	Poor Condition
PH	Negative Photostat	XXP	Extremely Poor Condition
LL	Loose Leaf		

PROJECT INVENTORY & ITEMIZED PRICING										
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	SHEET SIZE	FORMAT	COND-ITION	NOTES	PRICE QUOTE		
								PRV	IM	MM
Minute Book	1	1935-1938	500	Legal	T/LL	P	<i>Single Sided. Only pages with writing will be imaged.</i>	\$2,500.00	\$125.00	\$12.50
Minute Book		1938-1940	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1941	400	Legal	T/LL	P		\$2,000.00	\$100.00	\$10.00
Minute Book		1942	400	Legal	T/LL	P		\$2,000.00	\$100.00	\$10.00
Minute Book		1943	400	Legal	T/LL	P		\$2,000.00	\$100.00	\$10.00
Minute Book		1944	400	Legal	T/LL	P		\$2,000.00	\$100.00	\$10.00
Minute Book		1945	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1946	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1947	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1948	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50

PROJECT INVENTORY & ITEMIZED PRICING										
RECORDS SERIES TITLE	VOLUME	DATE	PAGE COUNT	SHEET SIZE	FOR-MAT	COND-ITION	NOTES	PRICE QUOTE		
								PRV	IM	MM
Minute Book		1949	500	Legal	T/LL	P	<i>Single Sided. Only pages with writing will be imaged.</i>	\$2,500.00	\$125.00	\$12.50
Minute Book		1950	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1952	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1953	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1954	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1955	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1956	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1958	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1959	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1960	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1961	500	Legal	T/LL	P		\$2,500.00	\$125.00	\$12.50
Minute Book		1962	600	Legal	T/LL	P		\$3,000.00	\$150.00	\$15.00
Minute Book		1963	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Minute Book		1964	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Minute Book		1965	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Minute Book		1966	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Minute Book		1967	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Minute Book		1968-1969	1,000	Legal	T/LL	P		\$5,000.00	\$250.00	\$25.00
Ordinances	#1-#200		2,000	Legal	T/LL	XXP	\$14,000.00	\$500.00	\$50.00	
Ordinances	#201-#397	1951-1963	2,000	Legal	T/LL	P	\$10,000.00	\$500.00	\$50.00	
Ordinances	#397-#660	1957-1966	2,000	Legal	T/LL	P	\$10,000.00	\$500.00	\$50.00	
Ordinances	#660-#898		2,000	Legal	T/LL	P	\$10,000.00	\$500.00	\$50.00	
Ordinances	#898-1138		2,000	Legal	T/LL	P	\$10,000.00	\$500.00	\$50.00	
Ordinances	#1-#49		500	Legal	PH/LL	P	\$2,500.00	\$212.50	\$12.50	
Ordinances	#50-#175		500	Legal	PH/LL	P	\$2,500.00	\$212.50	\$12.50	

OWNERSHIP OF DATA

Please note that all records (including volumes, documents, digital images, metadata, or microfilm) serviced by Kofile shall remain the property of the Town. This policy is applicable to any agreement, verbal or written, between the Town of Surfside and Kofile.

- The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and the Town. Records are not disclosed, sold, assigned, leased, or otherwise provided to third parties. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees, or assigns, in any respect.

We look forward to serving the Town of Surfside and working together for the preservation of its public and historical assets. Please let me know if you have any questions.

Sincerely,

Trae Scism

Trae Scism

Client Executive
trae.scism@kofile.com
863-289-0409

cec



SOLE/SINGLE SOURCE JUSTIFICATION FORM

INSTRUCTIONS

Pursuant to Town of Surfside Code, a sole/single source purchase of goods/services may be done by the Town whenever there is only one source for the required supply, brand, service, or construction item capable of fulfilling the needs of the Town. A Sole/Single Source Justification Form shall be submitted to the Town Manager by the requesting department for consideration and approval of a sole/single source purchase prior to submitting a requisition to Finance.

The Town employee completing and signing this form shall read carefully the form before signing and submitting this form.

Goods/Services to be Sole/Single Sourced: Preservation of documents

Name of Manufacture of Goods/Services: Kofile Technologies, Inc

Name of Sole/Single Source Provider: Kofile Technologies, Inc

Town Equipment/Software (if applicable): N/A

MARK ALL APPLICABLE JUSTIFICATION(S)

- Exclusive Rights:** Item under patent or copyright held by a single vendor and item possesses functions or capabilities critical to use. *
- Exclusive Design:** Item possesses a unique function or capability critical in the research or use of the item and not available from any other source. The requester shall have done thorough market research to certify the uniqueness of the item and attach available supporting documentation.
- Enhancement of Existing Equipment:** The purchase is for accessories needed for enhancement of existing equipment where compatibility with equipment from original manufacturer is paramount to proper functionality.
- Replacement Equipment:** The purchase is for equipment associated with use of existing equipment where compatibility is essential for integrity of results. Please indicate if requester identified this potential need when the original equipment was purchased:
 YES NO
- Technical Service:** The purchase is for technical services associated with the assembly, installation or servicing of equipment of a highly technical or specialized nature. The requester shall have done thorough market research to certify the service provider is the only capable & knowledgeable provider.
- Continuation or Prior Work:** Additional item, service or work required, but **not known to have been needed when** the original order was placed with vendor.
- Preservation of Warranty:** The vendor will only honor warranty if equipment is serviced by them. This option must be accompanied by a justification by the requester as to the benefit, in cost and time, in preserving warranty of equipment. Also, a letter from the vendor verifying its position shall be attached hereto.
- No dealer or distributor:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely transacts (sells) direct to the customer. *
- Sole authorized dealers/distributors:** The item is manufactured or produced by entity, or entity that holds exclusive rights to item, and entity solely distributes the item through only one dealer/distributor in the world, United States, region, or identified market area. *
- Other:** _____

ADDITIONAL DOCUMENTATION

* Must attach letter from manufacturer, producer or rights holder signed and dated within sixty (60) days of submission. A letter from the sole/single source vendor, unless also the manufacture, producer or rights holder, will **not** be acceptable.

SOLE/SINGLE SOURCE JUSTIFICATION FORM

NOTES

**See attached
letter**

REQUEST

I understand all the information contained herein and that the information herein is all true and correct to the best of my knowledge as of the date this document was signed.

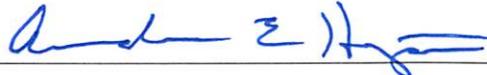
Signature of Department Director: _____

Date: November 1, 2021

Printed Name & Title: Sandra N. McCready, Town Clerk

APPROVED

REJECTED

Town Manager's Approval: 

Date: November 1, 2021



TOWN OF SURFSIDE

PROCLAMATION, CERTIFICATE, COIN AND KEY TO THE TOWN

REQUEST FORM

OFFICE OF THE TOWN CLERK

Request for: Proclamation Certificate Key Coin (check one)

Request received by the Town Clerks Office & submitted for TC approval

Date of Request: October 21, 2021

Name of Requestor: Mayor Charles W. Burkett

Organization: Town of Surfside

Address: 9293 Harding Avenue

Phone / E-Mail: _____

Name of Individual / Organization to be honored:
Mr. Robert Fisher - Sapero and Family

Title for Proclamation or Certificate:
See attached

Date of Recognition: _____

Reason for Recognition (*Please attach 4 – 6 “whereas clauses” as draft text for a Proclamation*):
See attached

Document is to be:

- Presented at a Commission Meeting in November 2021 (month / year)
- Presented at the following event _____ (Please attach event information to the request form)
- Picked up by Mr. Robert Fisher on November 9, 2021 (date)

Administrative Use Only

Proclamation Certificate Key Coin

Approved: Yes No If no, state reason: _____

Approved Date: _____

Date Submitted for Mayor's Signature: _____

Date Issued: _____

Completed by: _____



Proclamation

Whereas, the Fisher-Sapero Residence, located at 9200 Carlyle Avenue, was developed and constructed in 1954 within the Altos Del Mar subdivision by Morton Melvin Fisher, a builder and contributor to the mid-century development boom in Surfside; and

Whereas, the Fisher-Sapero Residence embodies the distinctive architectural characteristics of the Ranch-style with regional/Miami Modern (MiMo) influences designed by Mid-Century Architect Gilbert M. Fein; and

Whereas, the Fisher-Sapero Residence, is historically significant for its association with the continued development in the Town of Surfside through the Altos Del Mar subdivision; and

Whereas, the current home maintains the original design and exterior features of the original home; and

Whereas, pursuant to Section 16A-3 of the Miami-Dade County Code, the Miami-Dade County Historic Preservation Board and staff has exclusive regulatory jurisdiction over matters relating to historic preservation and designation within the Town of Surfside; and

Whereas, on August 26, 2020, the Miami-Dade Historic Preservation Board voted unanimously to initiate designation of the Fisher-Sapero Residence as a Historically Significant site; and

Whereas, the Town of Surfside wishes to distinguish the Fisher-Sapero Residence for its historical significance as an acknowledgment to the history, culture, architecture, development and the role of in preserving the heritage that has molded this Town.

Now Therefore Be It Proclaimed by the Mayor and the Town to give special recognition to the designation of the Fisher-Sapero Residence as a Historically Significant home by Miami-Dade County's Historic Preservation Board.

In witness therefore I have hereunto set my hand this 9th day of November 2021.

Charles W. Burkett, Mayor
Town of Surfside



MEMORANDUM

ITEM NO. 3K

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 9, 2021
Subject: Town Hall Fire Alarm System Upgrade

The Town of Surfside municipal building has a fire alarm system that was installed in 1996 as part of Town Hall upgrades and it is now outdated. The fire alarm system consists of three components which are fire detectors, alarms and a control panel. Due to the sensitivity of systems failing components, the system consistently sends false signals that cause Town Hall operation disruptions, specifically within the Police Station where the panel is housed.

In order to replace the system, the Public Works Department sought pricing from existing maintenance vendor and an additional South Florida Vendor that is a certified contractor for fire safety system. As a result, the pricing came in as follows:

- Empire Fire Safety, \$51,385.00
- United Fire, \$69,800.00

Based on a 2021 assessment, the current system was determined to be outdated and under critical conditions for update; therefore, the Public Works Department budgeted under adopted FY 2022 budget, Capital Improvement Project, a total of \$72,500.00 to perform system upgrades. Under Sec. 3-13. Of the Town Purchasing Code, this type of public work repair is exempt from competitive bidding, though an additional bid was solicited.

The Town administration is seeking commission approval to proceed with Town Hall Fire Alarm System upgrades by contracting Empire Fire Safety for a total cost expenditure approval of \$51,385.00. Refer to **Exhibit A** – Cost Proposals.

Reviewed by: JG

Prepared by: HG

RESOLUTION NO. 2021 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING THE PURCHASE OF A TOWN HALL FIRE ALARM SYSTEM UPGRADE FROM SCIENS BUILDING SOLUTIONS, LLC C/O EMPIRE FIRE SAFETY; FINDING THAT THE PURCHASE IS EXEMPT FROM COMPETITIVE BIDDING PURSUANT TO SECTION 3-13(7)F OF THE TOWN CODE AS A PUBLIC WORKS PURCHASE FOR TOWN FACILITY MAINTENANCE WORK; AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PURCHASE ORDER AND/OR OTHER AGREEMENTS AS MAY BE APPROVED BY THE TOWN MANAGER AND TOWN ATTORNEY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (Town”) needs to replace the fire alarm system at Town Hall as the existing fire alarm system is increasingly failing and sending false signals that disrupt Town Police Station staff (the “Work”); and

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

WHEREAS, the Town solicited two (2) quotes for the Work and received the lowest proposal from Sciens Building Solutions, LLC c/o Empire Fire Safety (“Vendor”); and

WHEREAS, the Vendor has provided a quote and proposal for the Work at a cost of \$51,385.00 (the “Proposal”) attached hereto as Exhibit “A”; and

WHEREAS, the Town Commission wishes to authorize the Town Manager to purchase the Work and enter into a Purchase Order with the Vendor and Addendum to Fire Safety Service Agreement (“Addendum”) in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively, and/or any agreements as deemed necessary or prudent by the Town Manager and Town Attorney; and

WHEREAS, the Town Commission finds that the purchase of the Work is in the best

interests, welfare and safety of the Town.

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

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

Section 2. Purchase of Work Approved; Exemption from Competitive Bidding.
The purchase of the Work in the amount of \$51,385.00 from the Vendor is hereby approved. The Town Commission finds that pursuant to Section 3-13(7)(f) of the Town’s Code, the purchase of the Work is exempt from competitive bidding. The Proposal and the Addendum, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively, are hereby approved, subject to final approval by the Town Manager and Town Attorney.

Section 3. Authorization. The Town Manager is authorized to execute a Purchase Order for the Work in accordance with the Proposal and Addendum, in substantially the forms attached hereto as Exhibit “A” and Exhibit “B”, respectively, and/or is authorized to execute any other agreement as approved by the Town Manager and Town Attorney.

Section 4. Implementation. The Town Manager and Town Officials are authorized to take any and all necessary or further action to implement the purchase of the Work and the purposes of this Resolution.

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

PASSED AND ADOPTED on this 9th day of November, 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



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April 1, 2021

Town of Surfside
9293 Harding Ave
Surfside FL 33154

Attn: Frantza Duval

RE: Fire Alarm system replacement Surf Side Municipal Building

We are pleased to present the following proposal.
Proposal based off of device counts from site survey and testing reports provided.

Scope of Work

Remove existing Siemens MXLV Fire Alarm system and replace with Notifier 3030 Fire Alarm system with Voice Evac.

Engineering survey to verify and produce fire alarm CAD shop drawings showing all device locations, room numbers, panel locations. Quoted per as build drawings provided.

Replace all devices including 76 thermal/ smoke detectors with bases, 9 manual pull stations, 5 Duct Detectors with remote test stations and sample tubes, 12 relay modules, 18 monitor modules for sprinkler flow and tamper switches and misc devices, 5 control modules for speaker and strobe circuits. 1 NAC panels, 60 speaker/strobes, 2 WP speaker/strobes 6- batteries for all system panels and power supplies. Cellular dialer, all labor and materials to install systems.

Includes CAD drawings, PE stamp, permit submittals, acceptance testing with AHJ.

Reuse existing wiring assuming all wire is good condition

Will maintain system integrity during transition.

The following is included:

- All Notifier devices and materials
- Labor (*all work will be performed by United Fire technicians*).
- Engineered drawings and submittals
- Man lift to replace duct detectors as needed.
- Normal labor hours 7:00am – 5:00pm
- Pre-Test of the entire system
- Test and Checkout with the AHJ/Fire Inspector
- 3 year warranty on parts and labor
- Freight and shipping costs
- Financing available
- Sales Taxes.

ATLANTA BRANCH
5201 Brook Hollow Parkway Suite C
Norcross, GA 30071
P: 770-771-0999
F: 770-771-0998

FT. LAUDERDALE BRANCH
4399 NW 124th Ave
Coral Springs, FL 33065
P: 954.572.0119
F: 954.572.0528

ORLANDO BRANCH
224 W Central Parkway
Altamonte Springs, FL 32714
P: 407.830.7000
F: 407.830.7702

TAMPA BRANCH and Head Quarters
3247 Tech Dr N
St. Petersburg, FL 33716
P: 727-471-0860
F: 727-471-0861

The following is not included:

- Any additional devices required by the AHJ during plan review or during final inspections.
- Any additional devices not listed on inspection report or as build drawings provided
- Replacement of any defective system wiring.
- Fire Watch if required.
- Monitoring Contract
- Patching and painting.
- After hours labor
- After hours city inspection fees.
- Special Request Inspections.
- Any delays due to City reviews.
- Permit and inspection fees
- Quote valid for 45 days
- Assume 4-5 weeks for engineering, plan submittals and approvals before replacement can proceed.

\$69,800.00

Thank you for the opportunity to quote on this project. United Fire Protection has over 50 years of experience in the Clean Agent Fire Protection industry. We are a state licensed Class I Fire Suppression contractor and Alarm I (EF) Electrical contractor. United Fire Protection provides the highest level of service, quality and professionalism. Thank you for the opportunity to assist you with protecting your critical assets.

Terms are to be progress billing on a G703 schedule that will be provided upon acceptance of this proposal.

Thank You.

Mark Ludloff
Construction Sales.

Accepted by: _____
Dated: _____

FIRE SYSTEM UPGRADE PROPOSAL

To: Town of Surfside
 Attn: Hector Gomez
 Phone: 786-778-1728
 Email: hgomez@townofsurfside.fl

Project Name: Surfside City Hall Fire Alarm Upgrade
 Proposal No: 021-045
 Proposal Date: 10/25/21

Empire Fire Safety, a Division of Sciens Building Solutions, is pleased to provide the following list of equipment and services for the Fire Alarm Panel Upgrade project.

STATEMENT OF WORK

Fire Alarm Panel Upgrade-City Hall

The Intent of this scope is to replace the existing fire alarm system Headend in the main building with a new CerberusPro Fire Alarm and voice evacuation panel Headend. Sciens will be responsible for the following, Installation of the new Fire Alarm Panel, replacement of all existing addressable devices the submission of fire alarm drawings for electrical permits, including all costs for inspections. The Permit Fees are to be paid directly, by the Owner and are not included in this pricing. SCIENS BUILDING SOLUTIONS, INC. will provide all required labor during normal working hours, 8am to 5pm, Monday-Friday. SCIENS BUILDING SOLUTIONS, INC. will provide the installation of the Headend panel, 120V power as needed. SCIENS BUILDING SOLUTIONS, INC. will work directly with the Facility's Personnel during the entire project and coordinate installation, Pre-Test, and Inspection times. SCIENS BUILDING SOLUTIONS, INC. will provide a project schedule for the Owner to review and approve along with product data sheets and fire alarm drawings. The Owner is responsible for providing the latest Fire Alarm Drawings or Background CAD Files for the building.

SCOPE of Sciens Building Solutions, Inc and Procedures

1. Sciens Building Solutions, Inc will provide a new CerberusPro Fire Alarm/Voice Evacuation System consisting of a (1) new headend. The panel equipment will be installed, programmed, and verified to be communicating throughout the entire facility.. The replacement of the addressable field devices with the current series of devices, is included in the Scope of Work for this Proposal. SCIENS BUILDING SOLUTIONS, INC. will work with the management and facilities teams during the submittal phase to make sure the system is installed per design. SCIENS BUILDING SOLUTIONS, INC. will provide permits drawings signed and sealed by a PE to submit for permits, including all inspections as required by the AHJ. The new panel will remain in the same location and be cut over in 5 days. SCIENS BUILDING SOLUTIONS, INC. will be providing a dedicated Project Manager for the duration of this project. Any repairs required to the existing Fire Alarm Circuits and/or Speaker Strobe and Strobe Only Devices shall be at additional cost. The Owner is to provide the latest FA Drawings to be used to create the Shop Drawings for permitting.
2. Replacement of existing Fire Alarm System Headend with new Fire Alarm System Headend. Pricing is based on like-for-like replacement of existing addressable devices. This pricing is based on unrestricted access to field devices for replacement, Pre-test, and Inspections. The Owner is to provide free Parking for 2 Vehicles for the duration of the project. CAD Backgrounds to be provided by Owner.

INCLUSIONS:

- SHOP DRAWING AND SUBMITTAL PACKAGE
- COORDINATION MEETINGS
- MATERIALS (ATTACHED BOM)
- HEAD END TERMINATIONS
- SYSTEM SET-UP AND PROGRAMMING
- END USER TRAINING (not to exceed 2 sessions 2 hours each)
- FA / AHJ INSPECTIONS (not to exceed 40 hours)
- REPLACEMENT OF 7 SMOKE WITH HEAT DETECTORS IN LOADING DOCK
- PANEL BATTERIES
- TEST AND CHECKOUT
- O&M'S AND AS-BUILTS
- LABOR HOURS, MON-FRI, 8:00 A.M. – 5:00 P.M
- ADDITION OF HEAT DETECTORS UNDER LOFTS IN LOADING DOCK
- WARRANTY (1 YEAR LABOR, MFG ON MATERIAL)
- REPLACEMENT OF ALL ADDRESSABLE DEVICES

EXCLUSIONS:

- CONDUIT, GUTTERS, AND BACKBOXES (EXCEPT FOR WHATS REQUIRED FOR THE NEW HEAT DETECTORS IN LOADING DOCK)
• NEW DIALER IF REQUIRED
• PROVISION AND INSTALLATION OF CABLE IF NEEDED
• COSTS FOR FIREWATCH IF REQUIRED
• ANY CHANGES TO EXISTING RISERS, WIRIRNG, DEVICE LOCATIONS, AND RACEWAYS IF REQUIRED BY AHJ
• ANY ADDITIONAL EQUIPMENT REQUIRED BY THE AHJ
• ADDITIONAL INSPECTION FOR ELEVATORS IF REQUIRED
• INSTALLATION OF SMOKE CONTROL PANEL IF REQUIRED
• PERMIT FEES
• PANEL SURGE PROTECTION
• SYNCHRONIZATION OF EXISTING STROBES IF REQUIRED
• ANNUAL SERVICE AGRREEMENT
• ANY AND ALL LABOR / MATERIALS NOT LISTED UNDER INCLUSIONS
• ANY COSTS ASSOCIATED WITH OTHER VENDORS FOR FIRE DEPARTMENT INSPECTIONS. (ELEVATOR, GENERATOR, SPRINKLER, ETC.)
• PROJECT PHASING
• PATCHING AND PAINTING IF REQUIRED

Empire Fire Safety proposes to furnish the above, subject to our standard Terms & Conditions of Sale, for the sum of: \$51,385.00

Payment terms are 25% Mobilization and Progress Payments due Monthly Net 30 days from Invoice. Any alteration or deviation from the above involving additional costs will be performed only following acceptance by Empire Fire Safety of purchasers' written order and will become additional cost to purchaser at Empire Fire Safety then current charges. This proposal may be withdrawn by Empire Fire Safety if not accepted within 30 days from the date shown above.

Acceptance of Proposal - The Price, Clarifications, Exclusions and Terms & Conditions contained herein are hereby accepted. Empire Fire Safety is authorized to do the work as specified above.

Accepted by (please print): _____

Signature: _____

Title: _____

Date: _____ P.O. #: _____

BILL OF MATERIAL

QTY	Model Number	Description
1	CC-2	CARDCAGE (2 SLOTS)- ALL CARDS CAB-MP - 1 POSITION
1	ZIC-8B	(8) NAC ZONES CODED OR NON CODED ONE CARD SLOT CC-5/CC-2
1	CAB2-BD-OD-LP	INCLUDES: (1) CAB2-BD, (1) BCL AND (1) OD-LP
1	ID-MP	INNER DOOR CONTROL MODULE MOUNTING PLATE (4 PLATES PER PACKAGE) EACH PLATE HOLDS UP TO (4) SCM-8LCM-8/BCM OR (2) FCM-6 MOUNTS TO CAB/REMBOX INNER DOORS
1	CAB-MP	CAB-MP MOUNTING PLATE (1 ROW) MOUNTS IN CAB'S
1	XLS-MSE2-ADPT	MSE-2 BLACK ENCLOSURE ADAPTER FOR FIREFINDER XLS
1	SCM-8	(8) SWITCH MODULE MOUNTS TO ID-MP
1	DAC-NET	DIGITAL AUDIO CARD (STAND ALONE OR MASTER SLAVE NETWORK VOICE APPLICATIONS) ONE CARD SLOT CC-5/CC-2
1	LPB	LOCAL PAGE BOARD MOUNTS ON DAC-NET
1	ZAC-40	ZONE AMP CARD-40 WATTS (25V, 70V OR 100V) ONE CARD SLOT CC-5/CC-2
1	AIC	AUDIO INPUT CARD-USE TO INPUT EXTERNAL AUDIO SIGNALS INTO SYS. ONE CARD SLOT CC-5/CC-2
1	LVM	LIVE VOICE MASTER MICROPHONE INNER DOOR - 1 POSITION (MUST LEAVE SPACE BEHIND OPEN)
1	C-Mod-250-ZIC8B-EP	C-Mod-250-ZIC8B-EP INCLUDES: (1) XDLC, (1) FCM2041-U3, (1) ZIC-8B, (1) CC-5, (1) PSC-12
1	XDLC	INTELLIGENT DEVICE LOOP CARD FOR MODULAR SYSTEMS (2 LOOPS/252 ADDRESSES TOTAL) ONE CARD SLOT CC-5/CC-2
1	BCM	INNER DOOR BLANK PLATE (4 PLATE IN PACKAGE) MOUNTS TO ID-MP

1		Complete 6 amp PAD-4 kit (enclosure, board, 170W power supply)
	PAD-4-6A	
7	OOH941	Dual Optical / Heat Detector
3	OH921	Optical & Thermal Detector
74	OP921	Optical Smoke Detector
77	DB-11	6" DETECTOR BASE ASSY
10	XTRI-S	Single Input Monitor Module with Built-In Isolator
8	XMS-S	XMS-S Address, single act MPS Isolation
7	FDBZ492-HR	DUCT HOUSING - 2 WIRE WITH RELAY FOR ADDRESSABLE SYSTEMS
7	ST-50	ST-50 5 FT Sampling Tube
10	DT-200WP	RATE COMP. FIXED 200 DEG. WTHPRF
77	DB-11	6" DETECTOR BASE ASSY
7	XTRI-R	Single Input Monitor Module with Relay with Built-In Isolator
1	XTRI-D	Dual Input Monitor Module, with Built-In Isolator
3	SET-185-R-WP	SET SPEAKER HI CANDELA WALL RED WEATHERPROOF
3	MT-SUR-BOX	WEATHERPROOF SURFACE MOUNT BACK BOX RED

The information contained in this document is proprietary and confidential information intended only for the use of the individual or entity named above. Any dissemination, distribution or copy of this document or the information contained within is strictly prohibited. If you have received this document in error please notify us by telephone and destroy the document. Thank you.

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the "**Terms**"), is made and entered into as of the date set forth in the attached Proposal (as defined below) by and between Sciens Building Solutions, LLC ("**Sciens**") and the entity specified in the attached Proposal ("**Customer**"). The Terms together with any applicable Proposal schedules, appendices, exhibits, and additional terms and conditions which are referenced herein and hereby incorporated by reference constitute the "**Agreement**". Sciens and Customer may each be referred to herein as a "**Party**" or collectively as "**Parties**". In the event of conflict between these Terms and a Proposal, these Terms shall control.

Definitions

"**Confidential Information**" means information about businSciens Building Solutions, Inc. affairs, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information of Sciens, including the Sciens Materials, the terms of this Agreement (including any Proposal) and businSciens Building Solutions, Inc. operations and strategies, designs, marketing, creative elements, artwork, visual representations, research material and data, specifications, procSciens Building Solutions, Inc.es, and technological developments, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that, at the time of disclosure: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Article or [Article 4](#) by the Receiving Party; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source; *provided*, that such third party is not and was not

prohibited from disclosing such Confidential Information; (c) was known by or in the possSciens Building Solutions, Inc.ion of the Receiving Party before being disclosed by or on behalf of the Disclosing Party; or (d) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information.

"**Documentation**" means operating manuals, user instructions, technical literature and other information in English (including printed material and information recorded in other media), provided with the Software to enable Customer to understand, use and maintain the Software.

"**Equipment**" means any equipment, systems, cabling, facilities or other materials provided by Sciens and used directly or indirectly in the provision of the Services.

"**Facilities Data**" means electronic data that is collected or generated by Sciens through scheduled back-ups of the databases or graphics residing in the workstation(s) or field panel(s) that constitute part of Customer's automation control system.

"**Intellectual Property**" means any and all of the following (by whatever name or term known or designated) now known or hereafter existing anywhere in the world: (a) rights associated with works of authorship, including, without limitation, all exclusive exploitation rights, copyrights, and mask work rights; (b) patents (including, without limitation, reissues, divisions, reexaminations, extensions, continuations, and continuations-in-part thereof), designs, and other industrial property rights; (c) any copyright in source code, object code, formulas, ideas, concepts, mask works, methods, know-how, procSciens Building Solutions, Inc.es, devices, and the like; (d) trademark, trade drSciens Building Solutions, Inc., and

other works based on designation of source or origin, whether arising by operation of law, contract, license, or otherwise, together with the goodwill connected with the use thereof and symbolized thereby; (e) all registrations, applications, renewals, extensions, continuations, divisions, reissues, and the like which is based on any of the foregoing; (f) trade secrets and know-how; (g) Software; and (h) all other intellectual property and proprietary rights of every kind and nature.

"Personally Identifiable Information" means any personal information that relates to, describes, or is capable of being associated with, a particular individual.

"Pre-Existing Intellectual Property" means: (a) all Intellectual Property which is owned or controlled by Sciens and which existed prior to or independent of this Agreement and (b) all Intellectual Property which results from activities that are conducted by Sciens (including any employee, subcontractor, or affiliate of Sciens) outside of this Agreement.

"Proposal" means certain proposals attached to this Agreement, and herein incorporated by reference, that supplement these Terms, and describe more specifically the relationship between Sciens and Customer regarding the performance of the Services.

"Sciens Materials" means know-how, tools, and related documentation owned or licensed by Sciens and used by Sciens to install or commission Equipment and Software for operation at the Site, including but not limited to tools for installing any Software, performing diagnostics on Equipment as installed at the Site as well as any reports, notes, calculations, data, drawings, methodologies estimates, specifications, manuals, documents, all computer programs, codes and computerized materials prepared by or for Sciens and used by Sciens to provide the Services, or install or commission the Equipment and Software.

"Services" means the services, functions, responsibilities, and activities described in this Agreement and the applicable Proposal.

"Site" means the designated location as set forth in the Proposal where Sciens will perform the Services described hereunder.

"Software" means any computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof owned or licensable by Sciens or its affiliates.

Scope of Work

General. This Agreement sets forth the Terms and conditions pursuant to which Sciens agrees to make available to Customer certain Equipment, Software, Documentation, Sciens Materials ("**Deliverables**"), and Services. Sciens shall use commercially reasonable efforts to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and without liability to Sciens if those dates are not met.

Changes. If either Party wishes to change the scope of the Services or Deliverables, it shall submit details of the requested change to the other Party in writing. Sciens shall, within a reasonable time after such request, provide a written estimate to Customer of: (a) the time required to implement the change; (b) any adjustments or changes to the fees, expenses payment terms or other charges for the Services or Deliverables arising from the change; (c) the likely effect of the change on the Services; and (d) any other material impact the change might have on the performance of this Agreement. Promptly after receipt of the written estimate, the Parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither Party shall be bound by any Change Order unless Sciens Building Solutions, Inc. mutually agreed upon in writing; *provided* that; as the Services are performed, or development and delivery of any Deliverable is procSciens Building Solutions, Inc.ed, conditions may change or circumstances outside Sciens' reasonable control (such as changes of law) may develop which require Sciens to expend additional costs, effort or time to complete the Services or Deliverables, in which case a formal Change Order shall not be required and Sciens shall notify Customer and an equitable adjustment shall be made to the compensation and time for performance. In the event conditions or circumstances require the Services to be suspended or terminated, Sciens shall be compensated for the Services performed and Deliverables delivered and for costs incurred in connection with the suspension or termination.

Term and Termination

Term. The term of this Agreement shall commence on the date that the Proposal is accepted by an authorized representative of Sciens and will continue for the period specified in the Proposal.

Termination. (a) Sciens may terminate this Agreement for any or no reason upon providing Customer with ninety (90) days' written notice; and (b) either Party may terminate this Agreement in the event that the other Party (i) materially breaches any obligation in this Agreement and fails to remedy such breach (if such breach can be remedied) within thirty (30) days of receipt of written notice of such breach, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors

Effect of Termination. Upon termination or expiration of the Agreement: (a) each Party shall promptly return to the other Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential

Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed; *provided*, that each Party may retain an archival copy which may be maintained by such Party for its records subject at all times to the confidentiality obligations hereunder; (b) Customer will promptly pay Sciens for all Services performed and Deliverables provided through the effective day of such termination or expiration; (c) Customer shall immediately cease use of and return all Equipment, Software, Documentation, and Sciens Materials; (d) Customer shall immediately cease use of and delete all Software from its systems (including all object and source code) and certify in writing that such Software has been destroyed, removed or deleted from Customer's systems.

Confidentiality

From time to time, either Party may disclose or make available ("**Disclosing Party**") to the other Party ("**Receiving Party**") Confidential Information. Each Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care that the Receiving Party would protect its own Confidential Information, but in no event with less care than a reasonable degree of care; (b) use the Disclosing Party's Confidential Information, or permit it to be used by Sciens Building Solutions, Inc. or used, solely as necSciens Building Solutions, Inc.ary to perform its obligations hereunder; and (c) not disclose any such Confidential Information to any person or entity, except: (i) to the Receiving Party's officers, employees, agents, consultants, and legal advisors who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Agreement, or (ii) pursuant to applicable federal, state, or local law or regulation, or a valid order issued by a court or governmental agency of competent jurisdiction; *provided*, that the Receiving Party shall first make commercially reasonable efforts to provide the Disclosing Party with: (A) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (B) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

License Grant and Ownership

Ownership. The Parties acknowledge and agree that: (a) all right, title, and interest in and to any Pre-Existing Intellectual Property shall remain the sole property of Sciens and, except as exprSciens Building Solutions, Inc.ly set forth in this Agreement, no right, title or interest in any Pre-Existing Intellectual Property shall be granted to Customer; (b) except for the limited rights explicitly granted by Sciens to the Customer in this Agreement, as between the Parties, Sciens shall exclusively own and shall retain all Intellectual Property rights in and to the Deliverables, including those made for the benefit of Customer; the forgoing includes, but is not limited to, all source and object code and derivatives thereof, upgrades, modifications, and improvements made to the Deliverables or any other Intellectual Property conceived or developed in connection with the Deliverables (collectively, "**Sciens IP**") in connection with this Agreement; (c) except for the limited rights explicitly granted by Sciens to Customer under this Agreement, as between the Parties, Sciens shall exclusively own all right title and interest, including any Intellectual Property appurtenant thereto, in and to all Facilities Data. In the event that Customer may be deemed to hold any proprietary or other interest in the Facilities Data, or Sciens IP (whether under copyright, patent, trademark, trade secret, or other right), except as exprSciens Building Solutions, Inc.ly granted herein, Customer hereby agrees to unconditionally and irrevocably convey and assign, and does hereby unconditionally and irrevocably convey and assign, to Sciens all right, title and interest in and to all Sciens IP and Facilities Data (present and future), including any Intellectual Property appurtenant thereto, without further consideration. The Parties acknowledge and agree that the Facilities Data and Sciens IP are not to be considered "works for hire" under provisions of the U.S. Copyright Act (17 U.S.C. §101 et seq. and 201(b)).

Limited License.

Subject to the terms and conditions of this Agreement, for the term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license to use the Intellectual Property embedded in any of the Deliverables solely for the purposes provided to Sciens in writing and pre-approved by Sciens.

To the extent that any Software that is owned or licensed by Sciens or its affiliates is either: (i) a separate Deliverable for use in the Equipment; (ii) for use in a computer system owned by the Customer; or (iii) delivered as firmware embedded in the Equipment ("**Delivered Software**"), subject to the terms and conditions of this Agreement, for the Term of the Agreement, Sciens hereby grants Customer a limited, revocable, nonexclusive, non-transferable, non-sublicensable license solely to: (A) use the Delivered Software in object code, and (B) solely in the case of 5.2 (b)(ii) and (iii), make and retain archival and emergency copies of the Delivered Software (subject to the confidentiality obligations contained in this Agreement).

Customer hereby grants to Sciens a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to any suggestions, enhancement

requests, recommendations or other feedback from Customer and its affiliates relating to the Services, or Deliverables (“**Feedback**”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Sciens notwithstanding anything else contained herein. Sciens may freely use, disclose, reproduce, license or otherwise distribute and exploit the Feedback for any purpose without regard to any Intellectual Property, payment or other obligation.

Use Restrictions. In consideration of the license grants in [Article 5.2](#), the Customer agrees: (a) not to reverse engineer any Delivered Software or Deliverable or any Intellectual Property embedded or appurtenant to any Delivered Software, Deliverable or any other materials or services provided hereunder; (b) not to reconstruct or discover any source code, object code, firmware, underlying ideas, or algorithms of any Delivered Software, Deliverable or any other materials or services provided hereunder, even to the extent such restriction is allowable by law; (c) to only use Deliverables and Delivered Software solely in connection with a project pre-approved by Sciens in writing and at the Site; and (d) Deliverables and Delivered Software shall not be used or relied upon by any third-party and any such use or use by any third party in violation of this [Section 5.3\(d\)](#) will be at the Customer’s or applicable users’ risk and Sciens hereby exprSciens Building Solutions, Inc.ly disclaims any and all liability resulting therefrom or related thereto.

Responsibilities of Sciens

Services. Sciens will perform the Services exprSciens Building Solutions, Inc.ly described in this Agreement or Change Order(s) in accordance with [Article Error! Reference source not found.](#) above. Sciens shall perform the Services during its normal working hours, Monday through Friday, excluding holidays, unless Building Solutions, Inc. otherwise agreed herein. The Services performed by Sciens shall be performed using personnel of required skill, experience and qualifications and in a professional and workmanlike manner. Sciens is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the scope set forth in this Agreement.

Third Party Services. Sciens may from time to time engage other people, entities or organizations in the performance of Sciens’ duties hereunder without the prior written consent of the Customer for the benefit of the Customer. Sciens shall be responsible for any portion of the Services performed by any subcontractor of Sciens; *provided that*, Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Sciens’ work or presence at a Site shall not relieve others of their responsibility to Customer or to others. Sciens shall not be liable for the failure of Customer’s contractors or others to fulfill their responsibilities.

Reliance on Customer Information. In order to perform Sciens’ obligations hereunder it is necSciens Building Solutions, Inc.ary for Customer to furnish certain documentation and supporting data (“**Customer Information**”). In performing Sciens’ obligations hereunder, Sciens may rely on the accuracy and completeness of the Customer Information; in doing so, Sciens does not represent that: (a) Sciens has made a detailed examination, audit or arithmetic verification of the Customer Information; or (b) Sciens has made an exhaustive or continuous on-site inspections related to the Customer Information.

Work on a Fire and Life Safety System. To the extent that Work on a Fire and Life Safety (“**FLS**”) system is included as Equipment, the entire FLS system will be tested and inspected as set forth in the National Fire Protection Association (“**NFPA**”) guidelines 72 2013 edition (or most current edition), Chapter 14 (hereby incorporated by reference), or as otherwise may be required pursuant to the law of the applicable jurisdiction. All testing of any FLS system will be performed at the time and place and in the manner deemed appropriate by Sciens, in accordance with applicable law and the requirements of NFPA and other relevant standards. Customer will be solely responsible for any liability arising from the Customer’s specification of any testing schedule other than in accordance with NFPA guidelines or other applicable standards.

Facilities Data. In the event that a data backup or data collection product or service is part of the Service, or Deliverable and Sciens is to store the data, Sciens will take commercially reasonable steps to protect the security of all Facilities Data stored offsite.

Responsibilities of Customer and Use Restrictions

Customer Responsibilities. Customer shall, at Customer’s sole expense: (a) Designate a contact person with authority to make decisions for Customer regarding the Services and Deliverables and provide Sciens with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for Services or Deliverables received from a person located at the Site will be deemed authorized by Customer, and Sciens will, in its reasonable discretion, act accordingly; (b) cooperate with Sciens in all matters relating to the Services and provide office accommodation and other facilities as may reasonably be requested by Sciens, for the purposes of performing the Services; (c) provide or arrange for reasonable accSciens Building

Solutions, Inc. and make all provisions for Sciens to enter any site where Services are to be performed; (d) permit Sciens to control or operate all facility controls, systems, apparatus, equipment and machinery necSciens Building Solutions, Inc.ary to perform the Services; (e) furnish Sciens with all available information pertinent to the Services including but not limited to, and within ten (10) days of receipt of a written request, all required reviews and approvals (or other appropriate action) with respect to a reasonable request for information, samples, estimates, schedules, shop drawings, drawings, specifications, purchase orders, contracts, and other items submitted or proposed by Sciens; (f) obtain and furnish Sciens with all approvals, permits and consents from government authorities and others as may be required for performance of the Services except for those Sciens has exprSciens Building Solutions, Inc.ly agreed in writing to obtain; (g) notify Sciens promptly of any Site conditions requiring special care, and provide Sciens with any available documents describing the quantity, nature, location and extent of such conditions; (h) comply with all laws and provide any notices required to be given to any government authorities in connection with the Services, except such notices Sciens has exprSciens Building Solutions, Inc.ly agreed in writing to give; (i) provide Sciens with Material Safety Data Sheets (“**MSDS**”) conforming to OSHA requirements related to all Hazardous Materials at the Site which may impact the Services, Deliverables; (j) furnish to Sciens any contingency plans related to the Site; and (k) furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment; telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment;

Customer Site. Customer acknowledges that it is now and shall be at all times in control of the Site. Sciens shall not have any responsibility, duty or authority to direct, supervise or oversee any employees or contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. Sciens’ presence at a Site shall not relieve others of their responsibility to Customer or to others. Except as exprSciens Building Solutions, Inc.ly provided herein, Sciens is not responsible for the adequacy of the health, safety or security programs or precautions related to Customer’s or its other contractors’ activities or operations; the work of any other person or entity; or Customer’s Site conditions. Sciens is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer’s Site. So as not to discourage Sciens from voluntarily addrSciens Building Solutions, Inc.ing such issues, in the event Sciens does make observations, reports, suggestions or otherwise regarding such issues, Sciens shall not be liable or responsible for same. Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain accSciens Building Solutions, Inc. to the Services or Deliverables.

Personally Identifiable Information. Except as explicitly provided herein, Customer represents and warrants that it will not: (a) except for the name and employee badge accSciens Building Solutions, Inc. credentials, use workstations or field panels that constitute parts of its automation control for electronic storage of any Personally Identifiable Information; or (b) provide any Personally Identifiable Information in connection with this Agreement. **SCIENS HEREBY DISCLAIMS ANY AND ALL LIABILITY FOR DAMAGES, INJURY OR LOSS ARISING OUT OF DISCLOSURE OR DISSEMINATION OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS STORED IN VIOLATION OF THIS [ARTICLE 7](#).**

Compensation

General. Except as set forth in the applicable Proposal, Sciens shall be compensated for the Services and Deliverables at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Services, or provision of Deliverables. All other work, including but not limited to the following, shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer’s request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during Sciens’ normal working hours; and (c) work performed on equipment not covered by the Agreement. Unless Building Solutions, Inc. exprSciens Building Solutions, Inc.ly set forth in a Proposal, all payment and fees will be governed according to the provisions of this [Article 8](#).

Invoice. Sciens may invoice Customer on a monthly or other progrSciens Building Solutions, Inc. billing basis. Invoices are due and payable upon receipt by Customer. If any payment is not received when due, Sciens may deem Customer to be in breach of this Agreement and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Services, including delivery of any Deliverable. If such breach occurs, Sciens shall be entitled to compensation for the Services previously performed, Deliverable (including materials and time spent for such Deliverables completion) and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, (i) the Customer agrees to pay, on demand, a late

payment of either one and one-half percent (1.5%) or the maximum amount permitted by law, the amount of the payment per month, of each overdue amount (including accelerated balances) under the Agreement, and (ii) Sciens may suspend performance for all Services until payment has been made in full. Customer shall reimburse Sciens for Sciens' costs and expenses (including reasonable attorneys' and withSciens Building Solutions, Inc.'s fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, Customer shall notify Sciens in writing of the amount in dispute and a detailed description of the rationale for the dispute within twenty-one (21) days of receipt of the invoice; *provided*, that the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to Sciens.

Taxes. Except to the extent exprSciens Building Solutions, Inc. agreed in writing, Sciens' fees do not include any taxes, excises, fees, duties or other government charges related to the Services, or Deliverables, and Customer shall pay such amounts or reimburse Sciens for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide Sciens with a valid exemption certificate or permit, and indemnify, defend and hold Sciens harmless Building Solutions, Inc. from any taxes, costs, and penalties arising out of the same.

Limited Warranty; Disclaimers

Limited Warranty. (a) For up to one (1) year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment supplied by Sciens or bearing its nameplate will be free from material defects in material and workmanship arising from normal use and service and (b) Labor for all Services under this Agreement is warranted to be free from material defects for ninety (90) days after the earlier of the date the Services are substantially completed or the date of first beneficial use. Customer's sole and exclusive remedy for Equipment or Service not conforming to this limited warranty is limited to, at Sciens' option, (i) repair or replacement of defective components of covered Equipment, or (ii) reperformance of the defective portion of the Services. To the extent that Software is a Deliverable as part of the Service for use in the Equipment or in a computer owned by the Customer, Customer agrees to take delivery of any such Software subject to (x) any applicable Sciens or third party end-user license agreement ("EULA") accompanying such Software, or (y) if no EULA accompanies such Software, the EULA posted at www.usa.SciensBuildingSolutions.com/btpeula (Sciens' EULA web site) for such Software used in or with the Equipment identified by product model or part number on the Sciens EULA web site. Such Software shall be warranted in accordance with its applicable EULA unless Sciens Building Solutions, Inc. an exception is explicitly identified in this Agreement. For all other Equipment, Sciens hereby assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer or supplier of such Equipment and such Software and will assist Customer in enforcement of such assigned warranties.

Exclusions. The limited warranties set forth in Article Error! Reference source not found. will be void as to, and shall not apply to, any Service, Equipment or Software (a) repaired, altered or improperly installed by any person other than Sciens or its authorized representative; (b) Equipment subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per Sciens or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (c) damaged because of any use of the Equipment or after Customer has, or should have, knowledge of any defect in the Equipment; or (d) Equipment not manufactured, fabricated and assembled by Sciens or not bearing Sciens' nameplate. However, Sciens assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties. Any claim under the limited warranty granted above must be made in writing to Sciens within thirty (30) days after discovery of the claimed defect or the likelihood that the discovery of the claimed defect should have reasonably been made, unless Sciens Building Solutions, Inc. discovered directly by Sciens. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Sciens shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. Sciens' warranty liability shall not exceed the purchase price of such component(s) repaired or replaced. Equipment will be warranted hereunder only for the remaining portion of the original warranty period. THIS ARTICLE REPRESENTS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS, LOSSES OR EXPENSES ARISING FROM, RELATED TO, OR CAUSED BY, DEFECTIVE OR NON-CONFORMING EQUIPMENT OR SERVICES (INCLUDING ANY FLS SYSTEMS) INSTALLED OR PERFORMED BY SCIENS IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR THE LIMITED WARRANTY ABOVE, THE SERVICES AND PROVISION OF THE DELIVERABLES ARE PROVIDED "AS IS" AND "WHERE IS." THE LIMITED WARRANTIES ABOVE ARE IN LIEU OF

AND SCIENS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, STATUTORY, EXPRESSLY BUILDING SOLUTIONS, INC., OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CAPACITY OR WORKMANSHIP, ALL EXPRESSLY BUILDING SOLUTIONS, INC. OR IMPLIED WARRANTIES AGAINST THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENTS (INCLUDING PATENT, COPYRIGHT AND OTHER REGISTERED OR UNREGISTERED THIRD PARTY IP RIGHTS) OR DEFECTS, WHETHER HIDDEN OR APPARENT, AND EXPRESSLY BUILDING SOLUTIONS, INC. OR IMPLIED WARRANTIES WITH RESPECT TO COMPLIANCE OF THE EQUIPMENT AND DELIVERABLES WITH THE REQUIREMENTS OF ANY LAW, REGULATION, SPECIFICATION OR CONTRACT RELATIVE THERETO.

Indemnification. Customer shall, at its sole cost and sole expense, indemnify, defend and hold harmless Sciens Building Solutions, Inc. Sciens, its officers, directors, shareholders, employees, affiliates, successors, and assigns from all liability, losses, costs, expenses, judgments, and damages (including all reasonable attorneys' fees) incurred in connection with, as a result of, or arising from: (a) Customer's negligence or willful misconduct, (b) Customer's breach of any provision of this Agreement; (c) violation of applicable law (including data security and privacy laws); or (d) bodily injury or death to any person, or damage to any tangible property, to the extent that such injury, death, or damage is alleged to be caused by the acts or omissions of the Customer, Customer employee, agent, subcontractor, or affiliate. Sciens may conduct the defense of such claims at Sciens' expense, or participate in the defense of such claims with its own counsel at its own expense, and approve any settlement, prior to Customer agreeing thereto, that assigns liability or fault to Sciens or binds or purports to bind Sciens.

Limitation of Liability. IN NO EVENT SHALL SCIENS BE LIABLE FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS, OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST BUSINESS OPPORTUNITIES) WHETHER ARISING IN WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, WHETHER, FOR WARRANTY, LATE OR NON-DELIVERY OF ANY SERVICES, AND REGARDLESS OF WHETHER OR NOT SCIENS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS SCIENS BUILDING SOLUTIONS, INC. IN NO EVENT SHALL SCIENS' AGGREGATE, CUMULATIVE LIABILITY IN ANY WAY RELATING TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY SCIENS FROM THE CUSTOMER UNDER THIS AGREEMENT OR (B) ONE MILLION DOLLARS (\$1,000,000).

Article 12: Insurance and Risk of Loss

12.1 Insurance. Sciens shall maintain insurance coverage in amounts and insures against such losses and risks that are commensurate with industry standards in connection with the Services provided hereunder, as determined by Sciens in its sole discretion.

12.2 Risk of Loss. Risk of loss of materials to any Deliverables furnished by Sciens shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

12.3 Proof of Insurance. Sciens shall, upon prior request from the customer, provide proof of insurance with mutually agreed upon insurance requirement.

Article 13: Hazardous Materials Provisions

13.1 Hazardous Materials. The Services does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of oil or Hazardous Materials. Except as disclosed pursuant to Article Error! Reference source not found., Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where the Services are performed. Sciens will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Services and Deliverables has been priced and

agreed to by Sciens in reliance on Customer's representations as set forth in this Article Error! Reference source not found. The presence of Hazardous Materials constitutes a material change in the Agreement equivalent to a Change Order whose terms must be agreed to by Sciens; Sciens may suspend its obligations hereunder until such terms are agreed upon.

13.2 Testing. Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Article Error! Reference source not found. above, Sciens will continue to have the right to stop the Services until the Site is free from Hazardous Materials. In such event, Sciens will receive an equitable extension of time to complete the Services, and compensation for delays caused by Hazardous Materials remediation. In no event shall Sciens be required or construed to take title, ownership or responsibility for such oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

13.3 Warranty and Hazardous Materials. Customer represents and warrants that, prior to the execution of the Agreement, it has notified Sciens in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

Article 14: Import / Export

Customer acknowledges that Sciens is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment or Services provided under this Agreement, including any export license requirements. Customer agrees that such Services or Equipment or Software shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Sciens of its obligations hereunder that compliance with such export laws and regulations be maintained at all times.

Article 15: Small Business Building Solutions, Inc. Concern

Sciens shall adhere to FAR 52.219-8 regarding the "Utilization of Small Business Building Solutions, Inc. Concerns", as part of its Commercial Small Business Building Solutions, Inc. Subcontracting Agreement with the federal government. Sciens' policy is to offer small business Building Solutions, Inc. concerns, including small disadvantaged business Building Solutions, Inc.es, women owned small-business Building Solutions, Inc.es, HUBZone small business Building Solutions, Inc.es, veteran owned small business Building Solutions, Inc.es and service disabled veteran owned small business Building Solutions, Inc.es, the "maximum practical opportunity" to participate in performing contracts let by any commercial entity, local government or federal agency, including subcontracts for subsystems, assemblies, components, and related services for major systems.

Article 16: Miscellaneous

16.1 Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed; *provided*, that either Party may assign this Agreement to its affiliates; *further, provided*, that Sciens may assign the assign proceeds of this Agreement. Any purported assignment in violation of this Article Error! Reference source not found. shall be null and void.

16.2 Entire Agreement; Amendment; Modification and Waiver. When approved in writing by an authorized representative of each Party, this Agreement and its appendices set forth the entire agreement between the Parties concerning the matters set forth in this Agreement and supersedes all other prior oral or written understandings, promises, representations or agreements and this Agreement shall prevail over any of Customer's general terms and conditions. No amendment or modification to this Agreement is effective unless

Building Solutions, Inc. it is in writing and signed by an authorized representative of each Party and any differing or additional terms and conditions in any purchase order or other document are of no force and effect unless Building Solutions, Inc. specifically accepted in writing by the Parties. No waiver by any Party of any of the provisions hereof will be effective unless Building Solutions, Inc. explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, remedy, power, or privilege. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

1. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors Building Solutions, Inc. and permitted assigns, and nothing herein, expressly Building Solutions, Inc. or implied, is intended to or will confer upon any third party any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

1. Applicable Terms. Certain terms and conditions contained herein may not apply to the Services to be provided hereunder. It is the intent of the Parties, however, that the interpretation to be given to the terms and conditions is to apply all terms and conditions unless Building Solutions, Inc. clearly inapplicable given the type of Services included.

Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. Any litigation arising under this Agreement shall be brought in the State or Commonwealth in which the Services are provided to Customer. TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE ANY RIGHT TO A JURY TRIAL ON MATTERS ARISING OUT OF THIS AGREEMENT.

Non-Solicit. If, during or within ninety (90) days after the Term of this Agreement, Customer engages any Sciens employee who has performed work under this or any other agreement between Customer and Sciens, Customer shall pay Sciens an amount equal to the employee's latest annual salary.

Force Majeure. Sciens shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not limited to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, terrorism, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, computer viruses, program or system hackers, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of any such circumstances, Sciens shall be excused from performance of the Services and the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation equitably adjusted to compensate for additional costs Sciens incurs due to such circumstances.

Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the enforceability of any other term or provision of this Agreement, or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Survival. Any provision of the Agreement that contemplates or governs performance of observance subsequent to its termination or expiration, or which is necessary Building Solutions, Inc. for the proper interpretation, administration or enforcement of this Agreement, will survive the expiration or termination of this Agreement for any reason, including without limitation, the following provisions: Articles 3.4, Error! Reference source not found., Error! Reference source not found., 11, and 16

**ADDENDUM TO FIRE SYSTEM SERVICE AGREEMENT
BETWEEN THE TOWN OF SURFSIDE, FLORIDA AND
SCIENS BUILDING SOLUTIONS, LLC**

THIS ADDENDUM TO THE FIRE SYSTEM SERVICE AGREEMENT (“Addendum”) is made and entered into as of this __ day of _____, 2021, by and between **TOWN OF SURFSIDE, FLORIDA**, a Florida municipal corporation (referred to as “Town” and/or “Customer”) and **SCIENS BUILDING SOLUTIONS, LLC c/o EMPIRE FIRE SAFETY**, a Delaware limited liability company authorized to do business in Florida (referred to as “Consultant”).

WITNESSETH:

WHEREAS, the Town and Consultant wish to enter into that certain Fire System Service Agreement and this Addendum, for the purpose of providing fire system upgrade services (hereinafter the “Agreement”); and

WHEREAS, the Town and Consultant desire to add to and amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Town and Consultant desiring to be legally bound, do hereby agree and covenant, notwithstanding the terms and conditions of the Agreement, as follows:

1. **Addendum Controls.** In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall prevail and govern.

2. **Defined Terms.** All initial capitalized terms used in this Addendum shall have the same meaning as set forth in the Agreement unless otherwise provided.

3. **Recitals.** The recitals set forth above are incorporated herein and made a part of this Addendum.

4. **Invoice.** The Section titled “Invoice” of Article 8 of the Agreement is revised as follows:

The Town shall pay Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the deliverables or services by the Town Manager and/or his designee.

5. **Indemnification.** The Section titled “Indemnification” of Article 8 of the Agreement is hereby deleted and replaced with the following:

Consultant (the “Indemnifying Party”) shall indemnify and hold harmless the Town from any and liability, claims and damages, losses or expenses, including

reasonable attorney's fees and costs, arising out of or resulting from performance of this Agreement, where such claim, damage, loss or expense is directly caused by the negligence or intentional wrongful act or omission of the Indemnifying Party, its agents, employees, or any of its subcontractors, in connection with or pursuant to this Agreement. Nothing in this indemnification or the Agreement is intended to act as a waiver of the Town's sovereign immunity rights, including those provided under section 768.28, Florida Statutes. This indemnification shall survive the expiration or termination of the Agreement.

6. **Limitation of Liability.** The Section titled "Limitation of Liability" of Article 8 of the Agreement is hereby deleted in its entirety.

7. **Insurance.** Sections 12.1 through 12.3 of Article 12 the Agreement are hereby deleted and replaced with the following:

12.1 Consultant shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Town, naming the Town as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Town, its officials, employees, agents and volunteers naming the Town as additional insured. Any insurance maintained by the Town shall be in excess of Consultant's insurance and shall not contribute to Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Section 8 and may be increased by the Town as it deems necessary or prudent.

12.2 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$1,000,000 each.

12.3 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of Consultant shall be allowed to provide Services pursuant to the Agreement who is not covered by Worker's Compensation insurance.

12.4 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as

filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

12.5 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Town, reflecting the Town as an Additional Insured (except with respect to Professional Liability Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of the Agreement by Town and prior to commencing any Services. Each certificate shall include no less than (30) thirty-day advance written notice to Town prior to cancellation, termination, or material alteration of said policies or insurance. Consultant shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of the Agreement, including any extensions or renewals that may be granted by the Town. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to the Agreement and shall state that such insurance is as required by the Agreement. The Town reserves the right to inspect and return a certified copy of such policies, upon written request by the Town. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Town before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town.

12.6 **Additional Insured.** The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from Services performed by or on behalf of Consultant in performance of the Agreement. Consultant's insurance, including that applicable to the Town as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Town shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

12.7 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Town. Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

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

8. **Notices/Authorized Representatives.** Any notices required by the Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a

private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town: Town of Surfside
Town Manager
9293 Harding Avenue
Surfside, Florida 33154

With a copy to: Town Attorney
Town of Surfside
9293 Harding Avenue
Surfside, Florida 33154

For Consultant: _____

9. **Governing Law; Waiver of Jury Trial.** The Section titled “Governing Law; Waiver of Jury Trial” of Article 16 of the Agreement is revised as follows:

The Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida. Each party shall be responsible for its own attorney’s fees and costs incurred as a result of any action or proceeding under this Agreement.

10. **Ownership and Access to Records; Public Records.** Notwithstanding anything to the contrary in the Agreement, the Agreement and all deliverables and services provided by Consultant are subject to Florida’s Public Records Law (Chapter 119, Florida Statutes), including but not limited to the following:

10.1 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from Consultant providing the Services to the Town under the Agreement shall be the property of the Town.

10.2 Consultant agrees to keep and maintain public records in Consultant’s possession or control in connection with Consultant’s performance under the Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Town.

10.3 Upon request from the Town custodian of public records, Consultant shall provide the Town with a copy of the requested records or allow the records to be

inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.4 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Town.

10.5 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Town in a format that is compatible with the Town's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.6 Any compensation due to Consultant shall be withheld until all records are received as provided herein.

10.7 Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Agreement by the Town.

Section 119.0701(2)(a), Florida Statutes

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: **SANDRA MCCREADY, MMC,
TOWN CLERK**

Mailing address **9293 Harding Avenue
Surfside, Florida 33154**

Telephone number: **305-887-9541**

Email: **smccready@townofsurfsidefl.gov**

11. **Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out deliverables or services under the Agreement, and in particular shall obtain all required permits from all

jurisdictional agencies to perform the services under the Agreement.

12. **Counterparts.** The Agreement and this Addendum may be executed in counterparts and any counterpart evidencing signature by one party may be delivered by telecopy, facsimile or electronic mail. Each executed counterpart of the Agreement and this Addendum will constitute an original document and all executed counterparts, together, will constitute the same Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]**

E-VERIFY AFFIDAVIT

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Witness #2 Print Name: _____

Title: _____

Entity Name: _____

ACKNOWLEDGMENT

State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person) as _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as
Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

TOWN OF SURFSIDE

CONSULTANT

By: _____
Andrew Hyatt
Town Manager

By: _____

Name: _____

Attest:

Title: _____

Entity:

By: _____
Sandra McCready, MMC
Town Clerk

Approved as to form and legal sufficiency:

By: _____
Weiss Serota Helfman Cole & Bierman, P.L.
Town Attorney

Addresses for Notice:

Andrew Hyatt
Town of Surfside
Attn: Town Manager
9293 Harding Avenue
Surfside, FL 33154
305-861-4863 (telephone)
305-993-5097 (facsimile)
ahyatt@townofsurfsidefl.gov (email)

Addresses for Notice:

_____ (telephone)
_____ (facsimile)
_____ (email)

With a copy to:

Weiss Serota Helfman Cole & Bierman, P.L.
Attn: Lillian Arango, Esq.
Town of Surfside Attorney
2525 Ponce de Leon Boulevard, Suite 700
Coral Gables, FL 33134
larango@wsh-law.com (email)

With a copy to:

_____ (telephone)
_____ (facsimile)
_____ (email)



MEMORANDUM

ITEM NO. 3L

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: November 9, 2021
Subject: FY 2021 Budget Amendment Resolution No. 11

The State of Florida, the Charter of the Town of Surfside, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Commission monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Commission to amend the FY 2021 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed FY 2021 actual revenues and expenditures and recommends a change to the FY 2021 annual budget is as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$1,316,647 from fund balance and \$1,570,154 from current year reserves to provide funding for Town costs of \$2,886,801 incurred related to the Champlain Towers South collapse.

POLICE FOREFEITURE FUND (Attachment A)

The Police Forfeiture Fund is being amended to:

1. Appropriate funds for bank fees in excess of budget \$161.

Reviewed by: JG

Prepared by AM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 11 FOR THE FISCAL YEAR 2020/2021 BUDGET; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2020, the Town of Surfside (the “Town”) Commission adopted Resolution No. 2020-2716 approving the budget for Fiscal Year 2020/2021 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to appropriate \$1,316,647 from the fund balance and \$1,570,154 from current year reserves to provide funding for Town costs of \$2,886,801 incurred due to the Champlain Towers South collapse; and

WHEREAS, the Police Forfeiture Fund is being amended to appropriate \$161 to cover bank fees in excess of the budget; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund and Police Forfeiture Fund to comply with Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Commission desires to amend the Fiscal Year 2020/2021 budget by amending the General Fund and Police Forfeiture 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. That the Town Commission approves the 2020/2021 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 9th day of November, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2020/2021
BA No. 11
Fund Nos. 001 General Fund
 105 Police Forfeiture Fund

11/9/2021

Account Number	Account Description	Justification	Original/ Adjusted Budget	Increase	Decrease	Adjusted Budget	
GENERAL FUND							
REVENUES							
001-511-392-00-00	Appropriated Fund Balance	Appropriate fund balance to provide additional funding for Town costs incurred related to the Champlain Towers South collapse.	\$39,133	\$1,316,647		\$1,355,780	
TOTAL	GENERAL FUND REVENUES			\$1,316,647	\$0		
EXPENDITURES							
001-7900-590-99-10	Return to Reserves	Use of current year reserves to provide funding for Town costs incurred related to the Champlain Towers South collapse.	\$ 1,570,154		\$ 1,570,154	\$ -	
001-6700-525-14-10	Overtime Salaries - Emergency & Disaster	Town costs incurred related to the Champlain Towers South collapse.	\$ -	\$ 457,042		\$ 457,042	
001-6700-525-31-15	Professional Services - Engineering Svcs		\$ -	\$ 706,282		\$ 706,282	
001-6700-525-34-01	Water Purchases		\$ -	\$ 5,997		\$ 5,997	
001-6700-525-TBD	Mutual Aid		\$ -	\$ 1,029,147		\$ 1,029,147	
001-6700-525-46-11	Repair & Maint - Miscellaneous		\$ -	\$ 24,946		\$ 24,946	
001-6700-525-63-10	Capital Outlay - Infrastructure		\$ -	\$ 173,299		\$ 173,299	
001-6700-525-31-10	Professional Services		\$ -	\$ 287,921		\$ 287,921	
001-6700-525-31-11	Professional Services-Legal Svcs		\$ -	\$ 164,068		\$ 164,068	
001-6700-525-41-11	Freight & Postage		\$ -	\$ 3,747		\$ 3,747	
001-6700-525-44-03	Rental & Leases - Equipment		\$ -	\$ 7,691		\$ 7,691	
001-6700-525-49-11	Miscellaneous Expense		\$ -	\$ 4,951		\$ 4,951	
001-6700-525-52-90	Operating Supplies - Misc		\$ -	\$ 21,710		\$ 21,710	
TOTAL	GENERAL FUND EXPENDITURES				\$ 2,886,801	\$ 1,570,154	

SPECIAL REVENUE FUNDS:						
POLICE FORFEITURE FUND						
REVENUES						
105-521-392-00-00	Reappropriated Fund Balance	Appropriate fund balance for additional needs	\$ 2,000	\$ 161		\$ 2,161
TOTAL	POLICE FOREFEITURE FUND REVENUES			\$ 161	\$ -	
EXPENDITURES						
105-3400-521-49-11	Miscellaneous Expense	Bank fees additional needs	\$ 2,000	\$ 161		\$ 2,161
TOTAL	POLICE FORFEITURE FUND EXPENDITURES			\$ 161	\$ -	



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 3M
Date: November 1, 2021
From: Vice Mayor Tina Paul
Subject: Resolution Urging the Florida Public Service Commission to reject or reduce FPL's proposed rate increase

Consideration – On March 12, 2021, Florida Power & Light Company (FPL) filed their comprehensive four-year rate plan for rate unification and base rate increase with the Florida Public Service Commission. The FPL rate increase as proposed could become the largest utility rate increase in Florida history. In addition to this rate increase, FPL is proposing a \$25 per month minimum bill that would mostly affect solar customers and seasonal residents.

The timing of this rate increase impacts the many residents who are already faced with financial strains due to the Covid-19 pandemic and its effect on rising costs in other sectors. At a time when encouragement is needed for renewable energy and solar power to lessen the effects of climate change, the minimum bill requirement will make it more difficult for households wanting to convert to solar panels and hurt those who have already made the investment for clean energy.

While Surfside is in the planning stages to convert overhead power lines into underground utilities, residents may see a substantially increase in costs to due to this investment, as FPL will benefit by reducing their obligation to provide a safer energy conveyance to the Town. The Town Commission must urge the Florida Public Service Commission to reject or reduce FPL's comprehensive four-year rate plan of rate unification and base rate increase.

Recommendation – Approve the attached Resolution urging the Florida Public Service Commission to reject or reduce FPL's rate increase amount and monthly minimum bill to encourage the development of solar energy in both residential and commercial settings to fight against climate change with renewable energy.

RESOLUTION NO. 2021 ____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, URGING THE FLORIDA PUBLIC SERVICE COMMISSION (PSC) TO REJECT FLORIDA POWER & LIGHT'S (FPL) REQUEST FOR A BASE RATE INCREASE AND RATE UNIFICATION, AND TO REJECT THE PROPOSED MINIMUM MONTHLY CHARGE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2021, Florida Power & Light Company ("FPL") filed a Petition for Base Rate Increase and Rate Unification with the Florida Public Service Commission (PSC)¹; and

WHEREAS, on August 10, 2021, FPL, Citizens through the Office of Public Counsel, Florida Retail Federation, Florida Industrial Power Users Group, and Southern Alliance for Clean Energy filed a Joint Motion for Approval of Settlement Agreement for four years of pre-approved rate increases totaling \$1.53 billion; and

WHEREAS, if approved, it will be the largest utility rate increase in Florida's history and FPL customers can expect to see their energy bill increase by more than \$200 per year; and

WHEREAS, the timing of increased bills comes at a difficult time for many Floridians who are still impacted by the financial strains of the COVID-19 pandemic; and

WHEREAS, according to a study by SaveOnEnergy, Florida has the 14th highest average monthly bill out of the 50 states in the U.S. at \$131.74, which is higher than the \$123.29 monthly average for the United States; and

WHEREAS, in addition to the rate increase, FPL is proposing a \$25 per month minimum bill or charge - meaning that a customer's monthly utility bill will not ever be lower than the minimum, even if the property has solar and uses only a small amount, or none, of electricity from the utility; and

WHEREAS, minimum bills may unfairly target low energy users, such as part-time residents, residents trying to age in place and, most importantly, solar customers who have made large home improvement investments to cut their use of electricity generated by fossil fuels; and

WHEREAS, in light of climate change, people should be encouraged to use less energy and convert to renewable energy such as solar panels, yet FPL's proposals may have the opposite effect; and

WHEREAS, the proposal to charge a flat base fee runs counter to the Legislature's fight against climate change which is to encourage the development of solar energy in both residential and commercial settings; and

WHEREAS, the FPL's proposed rate increase and minimum bill provision will only increase financial burdens on many Floridians while making it harder for people to help fight climate change by utilizing solar alternatives; and

WHEREAS, the Town Commission is in opposition to FPL's Petition for Base Rate Increase and Rate Unification and any proposal for a minimum monthly charge.

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

Section 1. Recitals Adopted. The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby adopted.

Section 2. Urging PSC to Reject Rate Increase and Minimum Charge. The Town Commission of the Town of Surfside hereby urge the Florida Public Service Commission to reject or reduce Florida Power & Light's request to increase rates and to reject Florida Power & Light's request to institute a \$25 per month minimum bill or charge.

Section 3. Transmittal of Resolution. The Town Clerk shall forward a copy of this Resolution to Members of the Florida Public Service Commission; Clerk of the Florida Public Service Commission; Electronically file this resolution with the Clerk of the Florida Public Service Commission; all municipalities in Miami-Dade County; the Florida League of Cities; Miami-Dade County League of Cities; and Miami-Dade County Board of County Commissioners.

Section 4. Effective Date. This resolution will become effective immediately upon adoption.

PASSED AND ADOPTED on this 9th day of November, 2021.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Commissioner Charles Kesl _____

Commissioner Eliana R. Salzhauer _____

Commissioner Nelly Velasquez _____

Vice Mayor Tina Paul _____

Mayor Charles W. Burkett _____

Charles W. Burkett, Mayor

ATTEST:

Sandra McCready, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



**Town of Surfside
Town Commission Meeting
October 29, 2021
7:00 pm**

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

Agenda #: 4A1
Date: November 9, 2021
From: Tony Recio, Esq., Assistant Town Attorney
Lily Arango, Esq., Town Attorney

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” in accord with text that had previously been incorporated into the draft zoning code. 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. The proposed ordinance also allows for balcony projections into required setbacks.

The Ordinance was reviewed and approved on first reading by the Town Commission at the October 12, 2021, with a change to limit balcony projections into the side street (corner) and interior side setback to six (6) feet. Subsequently, the Ordinance was reviewed by the Planning and Zoning Board on October 28, 2021, who recommended approval subject to a change to permit a greater degree of projection into the side street (corner) and interior side setback to allow two tiers of projection: (1) up to 50% of the setback or 10 feet, whichever is less, for 50% of the balcony length on a floor; and (2) up to 5 feet for the remaining 50% of balcony length on that floor.

Consideration: The attached Ordinance has been presented as approved on first reading and 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 in the current code, except that encroachments to the rear are clarified.

Under the Ordinance as presented, buildings that employ an average setback instead of the inclined plane setback, are allowed balcony projections of 6 feet into side street (corner) and interior side setbacks. The Planning and Zoning Board recommended modifying this part of the Ordinance to instead provide:

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 10 feet, whichever is less; and
2. the remaining 50% of balcony length on any floor can project no more than 5 feet

Recommendation: Consider the Planning and Zoning Board recommendations and take final action/adoption on the attached Ordinance on second reading.

ORDINANCE NO. 21 - _____

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING SECTION 90-47, “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

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 indicated with highlighted ~~double strikethrough~~ and double underline.

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

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 Town Commission held a public hearing on October 12, 2021 for first
34 reading of the Ordinance and recommended approval of the proposed amendments to the Code of
35 Ordinances, together with the changes as proposed at first reading of the Ordinance, having
36 complied with the notice requirements in the Florida Statutes; and

37 **WHEREAS**, the Planning and Zoning Board, as the Local Planning Agency for the Town,
38 held its hearing on the proposed Ordinance on October 28, 2021 with due public notice and input,
39 and recommended approval of the proposed amendments with a modification to Section 90-47.6(2)
40 to allow open and unenclosed balconies to extend into required setbacks for secondary street
41 (corner) and interior side yards by (1) up to 50% of the setback or 10 feet, whichever is less, for
42 50% of the balcony length on any floor; and (2) up to 5 feet for the remaining 50% of the balcony
43 length on such floor; and

44 **WHEREAS**, the Town Commission wishes to adopt the proposed Ordinance as originally
45 approved at first reading OR with the changes recommended by the Planning and Zoning Board;
46 and

47 **WHEREAS**, the Town Commission has conducted a second duly noticed public hearing on
48 these regulations as required by law on November 9, 2021 and further finds the proposed changes
49 to the Code are necessary and in the best interest of the community.

50
51 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
52 **TOWN OF SURFSIDE, FLORIDA¹:**

53
54 **Section 1. Recitals.** The above Recitals are true and correct and are incorporated herein by
55 this reference:

56
57 **Section 2. Town Code Amended.** Section 90-47 – “Yards generally, allowable
58 projections” and Section 90-48 – “Modification of side and rear yard regulations” of the Surfside
59 Town Code of Ordinances are hereby amended and shall read as follows¹:

60 **Sec. 90-47. - Yards generally, allowable projections.**

61 * * *

62
63 ~~90-47.6 In the H120 district, open unenclosed balconies may extend into a required~~
64 ~~primary (front), secondary (corner), or rear setback not more than eight feet, and may extend~~
65 ~~into a required interior side setback not more than five feet. In the H120 district, the following~~
66 ~~projections are permitted:~~

67 (1) When setbacks provide a minimum interior side setback of 10 feet for the first 30 feet
68 in height, with the width of each required interior side yard increased by one foot for every
69 three feet of building height above 30 feet in the H120 district, open unenclosed balconies
70 may extend into a required primary front or secondary (corner) not more than eight feet,
71 and may extend into a required interior side setback not more than five feet. Open
72 unenclosed balconies may extend from the rear of the building to a point 12 feet west of the
73 bulkhead line.

74 (2) When average setbacks provide a 25% average side setback in the H120 district, open
75 unenclosed balconies may extend into a required primary (front) setback not more than eight
76 feet. Open unenclosed balconies may extend from the rear of the building to a point 12 feet
77 west of the bulkhead line. Open unenclosed balconies may extend into a required secondary
78 street (corner) or interior side setback as follows: by no more than six feet.

79 ~~(a) 50% of balcony length on any floor can project no more than 50% of setback or 15~~
80 ~~feet, whichever is less; and~~

81 ~~(b) the remaining 50% of balcony length on any floor can project no more than 10 feet.~~

82
83 * * *

84 **Sec. 90-48. - Modification of side and rear yard regulations.**

85 * * *

86

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 indicated with highlighted double strikethrough and double underline.

87
88 90-48.5. In the H120 district, when a building exceeds a height of 30 feet, ~~the width of each~~
89 ~~side yard shall be increased by one foot for every three feet of building height above~~
90 ~~30 feet, provided however, on a corner lot the minimum width of the side yard~~
91 ~~adjoining a street need not exceed 20 feet. one of the following two options for~~
92 ~~enhanced side setbacks must be met:~~
93

94 (1) Average Side Setback. Except for legal nonconforming sides of buildings
95 deemed architecturally significant pursuant to Section 90-33(3), the required
96 side setback in the H120 district is 20% of the lot width or 10 feet minimum.
97 In addition, and in order to encourage variety and innovation in design,
98 buildings shall be subject to an average side setback of an additional 5%
99 applied to side setbacks (25% overall). The required average setback for each
100 side shall be calculated and applied to each side elevation overall, as follows:

101 a) Multiply the lot width by 5%;

102 b) Multiply the resulting figure by the height in feet from crown of road
103 to the top of the structural roof;

104 c) Multiply the resulting figure by the depth of the allowable building
105 on that side (lineal feet between front setback and bulkhead line) to
106 arrive at the aggregate volume of average setback;

107 d) The aggregate volume of average setback must be applied in any one
108 or multiple areas throughout the height and depth of the building
109 (further reducing the building envelope created by the 20% required
110 setbacks) to reduce the floor width (i.e. parallel to the lot width) and/or
111 depth (i.e. perpendicular to the lot width), at the discretion of the design
112 professional. Average setback may be applied at any point along a
113 floor, mixed and matched among floors, and/or joined with setbacks
114 taken from the opposite side elevation.

115
116 (2) Inclined Side Setback. In lieu of providing the above average side setback in
117 90-48.5(1), the property owner may, at its election, alternatively provide a
118 minimum interior side setback of 10 feet for the first 30 feet in height, with the
119 width of each required interior side yard increased by one foot for every three
120 feet of building height above 30 feet. For corner properties, a building shall
121 be set back a minimum of 20 feet from a side or secondary street for its entire
122 height.

123 **Section 3. Severability.** If any section, sentence, clause or phrase of this Ordinance is held
124 to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in
125 no way affect the validity of the remaining portions of this Ordinance.

126 **Section 4. Inclusion in the Code.** It is the intention of the Town Commission, and it is hereby
127 ordained that the provisions of this Ordinance shall become and made a part of the Town of Surfside
128 Code of Ordinances, that the sections of this Ordinance may be renumbered or re-lettered to

129 accomplish such intentions; and the word "Ordinance" may be changed to "Section" or other
130 appropriate word.

131
132 **Section 5. Conflicts.** Any and all ordinances and resolutions or parts of ordinances or
133 resolutions in conflict herewith are hereby repealed.

134
135 **Section 6. Effective Date.** This ordinance shall become effective upon adoption.

136
137 **PASSED and ADOPTED** on first reading this 12th day of October, 2021.

138
139 **PASSED and ADOPTED** on second reading this _____ day of _____, 2021.

140
141
142 On Final Reading Moved by: _____

143
144 On Final Reading Second by: _____

145
146 **First Reading:**
147 Motion by: _____
148 Second by: _____

149
150
151 **Second Reading:**
152 Motion by: _____
153 Second by: _____

154
155
156 **FINAL VOTE ON ADOPTION**
157 Commissioner Charles Kesl _____
158 Commissioner Eliana R. Salzhauer _____
159 Commissioner Nelly Velasquez _____
160 Vice Mayor Tina Paul _____
161 Mayor Charles W. Burkett _____

162
163
164 _____
165 Charles W. Burkett
166 Mayor

167 **ATTEST:**
168
169
170 _____
171 Sandra N. McCready, MMC

172 Town Clerk

173

174

175 **APPROVED AS TO FORM AND LEGALITY FOR THE USE**

176 **AND BENEFIT OF THE TOWN OF SURFSIDE ONLY:**

177

178

179

180

Weiss Serota Helfman Cole & Bierman, P.L.

181 Town Attorney

182



MEMORANDUM

ITEM NO. 5A

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Andrew Hyatt, Town Manager
Date: October 12, 2021 / November 9, 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 and associated vendors 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: November 9, 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 \$1,800,00.00 from current year reserves for:
 - a. destructive testing needed to complete the Champlain Towers South collapse investigation step 2 (\$1,500,000);
 - b. 88th Street perimeter sidewalk and beach end repairs (\$300,000).

Reviewed by: JG

Prepared by AM

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, APPROVING BUDGET AMENDMENT NO. 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 \$1,800,000.00 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 \$300,000 for 88th Street perimeter sidewalk and beach end repairs; 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 9th day of November, 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 N. McCready, MMC
Town Clerk

Approved as to Form and Legal Sufficiency:

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

**TOWN OF SURFSIDE
BUDGET AMENDMENT
ATTACHMENT A**

Fiscal Year 2021/2022
 BA No. 1
 Fund Nos. 001 General Fund

11/9/2021

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		\$1,800,000	\$846,627
001-6700-525-31-15	Professional Services - Engineering SVCS	Destructive testing needed to complete the CTS investigation.	\$0	\$1,500,000		\$1,500,000
001-6700-525-63-10	Capital Outlay - Infrastructure	88th Street perimeter sidewalk and beach end repairs	\$ -	\$ 300,000		\$ 300,000
TOTAL	GENERAL FUND EXPENDITURES			\$1,800,000	\$1,800,000	



**Town of Surfside
Town Commission Meeting**

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

DISCUSSION ITEM MEMORANDUM

Agenda #: 5C
Date: October 29, 2021
From: Vice Mayor Tina Paul
Subject: Resolution in support of the Sister Bays Program

Consideration – As a coastal community, the Town of Surfside is conscientious in its efforts to protect the environment that includes our ocean, waterways, and land in between. Surfside leadership has had a strong focus on environmental stewardship with proactive measures to improve the environment by banning plastic straws and Styrofoam, and encouraging green initiatives to become a more sustainable and resilient municipality. The water quality of Biscayne Bay, the Atlantic Ocean, and area water channels is critical to the environment and strength of the economy for tourism and recreation, and the health, safety, and welfare of Town residents and all of Miami-Dade County. Problems facing Biscayne Bay are serious and complex, requiring a unified and cooperative approach for restoration and recovery of the Bay.

The Sister Bays Program is a partnership initiative between coastal communities and the City of Niterói, Rio de Janeiro, Brazil, to establish alliances between bay communities that share similar geographic/sector challenges. The main goal of this partnership is to promote collaborations among Sister Bays to create initiatives that include: innovative & effective restoration and preservation strategies, sustainable development approaches, advanced stormwater runoff methodologies, land-based community projects and strategies that promote a healthier bay and enhance the quality of life of local communities, sustainable and ecologically sound tourism opportunities, establishment or enhancement of existing global friendships. To promote the Sister Bays Program, a Memorandum of Understanding (“MOU”) with sister bays partners, like Miami-Dade County and other coastal municipalities should be developed in order to work together to improve the water quality and overall health of the bays. This Resolution encourages the County Board of County Commissioners to develop an MOU for the Sister Bays Program and work with other bay communities to provide additional resources available to protect Biscayne Bay.

Recommendation – Approve the attached Resolution to support the Sister Bays Program.

RESOLUTION NO. 2021-_____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, EXPRESSING SUPPORT FOR THE SISTER BAYS PROGRAM AND URGING COASTAL COMMUNITIES THROUGHOUT THE COUNTY TO SUPPORT THE PROGRAM; ENCOURAGING THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS TO DEVELOP A MEMORANDUM OF UNDERSTANDING FOR THE SISTER BAYS PROGRAM; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Surfside (the “Town”), a coastal community located adjacent to the Biscayne Bay Aquatic Preserves, is diligent in its efforts to preserve the environment, including our ocean, waterways, wetlands, and land in between; and

WHEREAS, the Town is committed to environmental conscientiousness and leadership and has taken proactive measures to improve the environment, such as prohibiting the sale, distribution, and use of plastic straws and styrofoam, and encouraging green initiatives to become a more sustainable and resilient municipality; and

WHEREAS, Biscayne Bay has been suffering from detrimental amounts of pollution; and

WHEREAS, the problems facing Biscayne Bay are serious and complex: most will require financial investments and a unified and collaborative approach to restoration and recovery; and

WHEREAS, the process of restoring and recovering Biscayne Bay’s resources and continuing to work to ensure the Bay is visually and physically accessible for all people is in service of environmental justice, and, in doing so, is in service to the people and natural resources of Miami-Dade County (the “County”); and

WHEREAS, the Town has partnered with community stakeholders for the purpose of studying and providing methods to improve Biscayne Bay; and

WHEREAS, the City of Niterói, which is located in Rio de Janeiro, Brazil, is seeking to create a broad-based, long-term partnership between “bay communities” in different municipalities, counties, states, and countries that share similar geographic and sector challenges through its Sister Bays Program; and

WHEREAS, in order to promote the Sister Bays Program, a Memorandum of Understanding (the “MOU”) with Sister Bay Partners, like the County and coastal municipalities within the County, should be developed in order to work together to improve the water quality and overall health of their respective bays; and

WHEREAS, the Town encourages the County Board of County Commissioners (“BCC”) to develop an MOU for the Sister Bays Program; and

WHEREAS, by developing an MOU for the Sister Bays Program and working with other bay communities, the Town believes there will be additional resources available to protect Biscayne Bay; and

WHEREAS, the Town wishes to extend support for the Sister Bays Program and seeks to lend its available resources to the Sister Bays Program in order to continue its efforts to protect the environment and Biscayne Bay; and

WHEREAS, the Town urges coastal communities throughout the County to support the Sister Bays Program; 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. **Support.** The Town Commission supports the Sister Bays Program and urges coastal communities throughout the County to similarly support the Sister Bays Program.

Section 3. **Urging the County.** The Town Commission hereby urges the County Mayor and the County BCC to develop a MOU for the Sister Bays Program.

Section 4. **Transmittal.** The Town Clerk is hereby directed to transmit a copy of this Resolution to the County Mayor, members of the County BCC, the County Chief Bay Officer, the County League of Cities, and coastal communities throughout the County.

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

PASSED AND ADOPTED this 9th 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



**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

Objective – Introduce ideas for a temporary 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 temporary wall was created at Veteran’s Park by the Surfside Tennis Center at 88th Street. This provides a safer, serene alternative to the Harding Avenue Memorial 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, and some presented 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 Carrara 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 cityscape. It is a labor of love with a truly therapeutic effect on the human psyche.

(No subject)

Cavan Koebel <raw.deviations@gmail.com>

Mon 8/16/2021 5:07 PM

To: Mayor <mayor@townofsurfsidefl.gov>; Charles Kesl <ckesl@townofsurfsidefl.gov>; Eliana R. Salzhauer <esalzhauer@townofsurfsidefl.gov>; Nelly Velasquez <nvelasquez@townofsurfsidefl.gov>; Tina Paul <tpaul@townofsurfsidefl.gov>

[**NOTICE:** This message originated outside of the Town of Surfside -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good afternoon Mayor Burkett, Vice Mayor Paul, Commissioner Kesl, Commissioner Salzhauer, and Commissioner Velasquez,

I would like to start by expressing my condolences to the Town of Surfside. The tragedy that has hit your town earlier this summer breaks my heart. The magnitude of shock felt from this has not only affected Surfside, it has been felt by all of Miami and the entire country, but those suffering the most are right here.

My name is Cavan Koebel, also known artistically as Raw.Sol. I am a 28-year-old professional mural artist. I am passionate about bringing to life visions of positive and impactful imagery to the general public. I was born and raised just on the other side of the Broad Causeway. Surfside beach was the beach for my family and friends as I grew up. Many weekends as a teen I would bike to the beach of Surfside.

As soon as I heard of this tragedy, I knew I wanted to try and do something to give back to the community. As the weeks have passed it has become more impactful. I did not lose anyone directly related to me but I have friends and family friends that lost loved ones dear to them that day.

I may not be certified to have helped during the rescue but being an artist allows to help in the healing process. I would like to offer a mural to the Town of Surfside that will honor those lost in the falling of Champlain tower and will help those left behind to feel peace and maybe start to heal. Picasso said "Art washes away from the soul the dust of every day life". And Linda Ronstadt said " Art is for healing ourselves, and everybody needs their own personal art to heal up their problems."

I have been working on a design for several weeks and have created something that I feel will help do some good if you have a wall for it. This would be a donation from me to the Town of Surfside.



I believe my art is my greatest gift. It may be my career but it is much more than that to me. I believe that I was allowed to follow my dream and in doing that it is to be shared with others and gifted at times of need. In 2020, during Covid, I donated a mural that is at Memorial Hospital in Hollywood in honor of all the Health Care Heroes.

If you resonate with this artwork, it would be my honor to paint and gift this to your town.

Thank you for receiving this message, and I look forward to hearing back from you.

Cavan Koebel / Raw.Sol

View more of my work online:

<http://www.rawsolart.com/murals.html#/>

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 310**

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

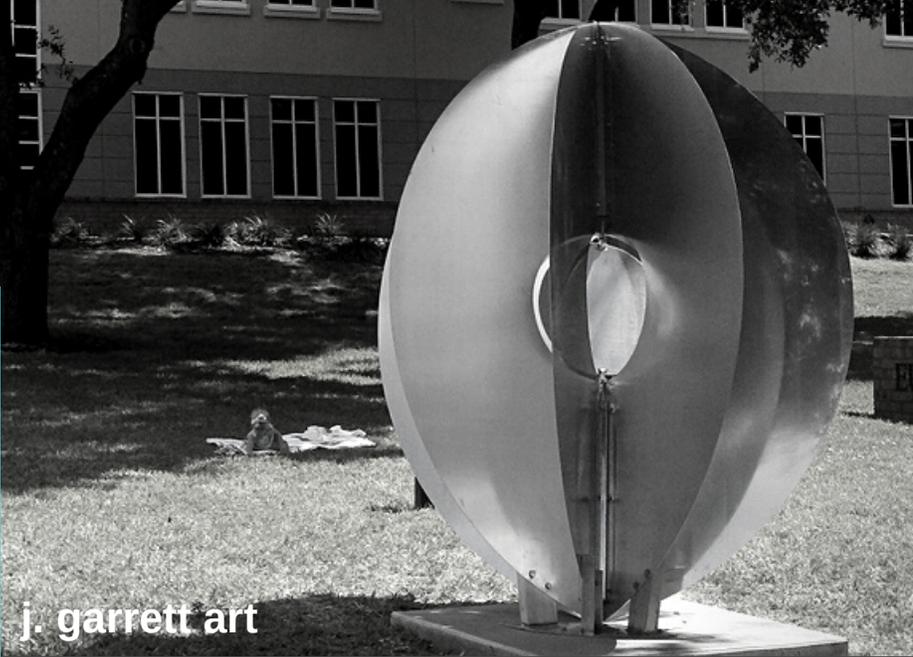
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

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*



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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: 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/~~purchase 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 activity~~function.
 - 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, telepho~~ne~~telecommunications, 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:

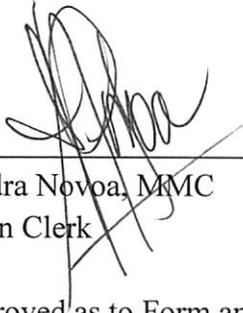
Motion by: Vice Mayor Gielchinsky
Second by: Commissioner Karukin

Second Reading:

Motion by: Commissioner Karukin
Second by: Commissioner Cohen

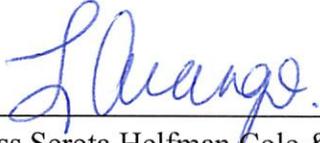


Daniel Dietch, Mayor



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>



**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.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

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

2) To amend Section 2-237 (a) (1) to include (g) an additional definition of the term "Business Relationship" that recognizes the unique and material influence of serving together in a leadership role at a nonprofit.

(g) The member of the town commission, town board or committee serves in a nonprofit or volunteer capacity on another Board or Committee with the interested person.

*****The relevant sections of the Town Code are excerpted below to facilitate discussion:**

Sec. 2-233. - Conflict of interest.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

(1)

Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;

(2)

Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

(3)

Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;

(4)

Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;

(5)

Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;

(6)



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Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
(7)

In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

(Ord. No. 1474, § 2, 4-10-07)

Sec. 2-237. - Disclosure of business relationships.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Definitions. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

(1)

Business relationship. A member of the town commission or a town board has a business relationship with an applicant, Interested Person or entity if any of the following exist:

a.

The member of the town commission or town board or committee has any ownership interest, directly or indirectly, in excess of one percent in the entity.

b.

The member of the town commission, town board or committee is a partner, co-shareholder or joint venturer with the interested person in any business venture.

c.



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The entity or interested person is a client of the member of the town commission, town board or committee, or a client of another professional working for the same employer as the member of the town commission, town board or committee.

d.

The member of the town commission, town board or committee is a client of the entity or the interested person.

e.

The entity or interested person is a customer of the member of the town commission, town board or committee (or his or her employer) and transacts more than five percent of the business in a given calendar year of the member of the town commission, town board or committee (or his or her employer) or more than \$25,000.00 of business in a given calendar year; or

f.

The member of the town commission, town board or committee is a customer of the entity or the interested person and transacts more than five percent of the business in a given calendar year of the entity or interested person or more than \$25,000.00 of business in a given calendar year.

(2)

Applicant. Any individual or entity requesting action of the town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects, engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than five percent of any such entity requesting action of the town.

(3)

Interested person. Any person who speaks for or against any resolution or ordinance before the town commission or for or against any matter before any town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(b)

Disclosure of business relationships.

(1)

Time of disclosure. Except as prohibited by law, each member of the town commission or any town board or committee shall disclose the existence of any business relationship of



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which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

Disclosure subsequent to action taken. Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

Establishment of business relationship after appearance. Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

Abstention. In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

Failure to disclose. If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the require disclosure, the accused town commissioner shall be deemed to be censured. If three of more member of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to

Work with privately held garages to offer parking spots during times their parking may be underutilized while there is high demand elsewhere. Offer public shuttles and convenient, safe walking routes to connect demand with supply, as needed.



**Town of Surfside
Town Commission Meeting
April 13, 2021
7:00 pm**

Town Hall Commission Chambers - 9293 Harding Avenue, 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



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Municipality	Funds Received 2019-20	Funds Received 2020-21	Total funds Received	Population Census, April 1, 2010	Contribution per resident
Opa Locka	\$0.00	\$0.00	\$0.00	15,219	\$0.00
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 342

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 343

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!





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

34 The Mayor's & Commission's donation from the Town of Surfside, represents about
51 \$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





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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission,
From: Guillermo Olmedillo, Town Manager
Date: April 21, 2020
Subject: Lowering of Property taxes and Water Bills

At the March 24, 2020 Special Commission Meeting, Town Administration was directed to provide information on lowering property taxes and water bills.

April 14 through April 21, the Town's Finance Director has meet with the Commissioners to discuss the state of the Town's finances including the financial position of the Town's General Fund and Water & Sewer Fund. With the budget season starting, the Commission will have the opportunity to provide policy direction which forms the basis of the Town's Budget. On June 1, 2020, the Town will receive the Miami-Dade Property Appraiser Assessment Roll Estimate which will help guide the Town's Administration toward the goal of lowering the financial impact to Town residents.

Reviewed by: GO

Prepared by: JDG



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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*





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Date: 10-5-2020
Prepared by: Commissioner Eliana Salzhauer
Subject: Amending Town Code Sec. 2-233 & 2-237

Objective: The Current Town Code contains loopholes in **Sec. 2-233. - Conflict of interest** and **Sec. 2-237. - Disclosure of business relationships**

The goal of amending this section is to ensure that all Town Business is conducted with full transparency and integrity. Two (2) recommended changes are outlined below.

Consideration: Relationships that influence decisions can be based on more than a financial stake. Leadership roles and relationships in the nonprofit world can similarly influence outcomes. It is important for Elected Officials and Board Members to disclose ALL relationships to persons and issues coming before them, including those based on unpaid service at a nonprofit.

Please review Surfside Town Code Sections 2-233 & 2-237 at the following links for background***

Sec. 2-233. - Conflict of interest.
https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-233COIN

Sec. 2-237. - Disclosure of business relationships.
https://library.municode.com/fl/surfside/codes/code_of_ordinances?nodeId=PTIICO_CH2A_D_ARTVIICOET_S2-237DIBURE

Recommendations:

1) To amend Section 2-233 (6) as follows, to include the disclosure of employees and officers their direct or indirect interest in any NONPROFIT business relationship.

(6) Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit (or non-profit) business relationship and any interest in real property which the employees and officers hold with any other employee or officer;



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2) To amend Section 2-237 (a) (1) to include (g) an additional definition of the term “Business Relationship” that recognizes the unique and material influence of serving together in a leadership role at a nonprofit.

(g) The member of the town commission, town board or committee serves in a nonprofit or volunteer capacity on another Board or Committee with the interested person.

*****The relevant sections of the Town Code are excerpted below to facilitate discussion:**

Sec. 2-233. - Conflict of interest.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To avoid misunderstandings and conflict of interests, which could arise, the following policy will be adhered to by employees and officers of the town. This policy is in accordance with F.S. § 112.311 et seq., code of ethics for public officers and employees.

(1)

Employees and officers shall not accept any gifts, favors, or services that may reasonably tend to improperly influence them in the discharge of their official duties;

(2)

Employees and officers shall not use or attempt to use their position to secure special privileges or exemptions for themselves or others;

(3)

Employees and officers shall not accept employment or engage in any business or professional activity, which they may reasonably expect, would require or induce them to disclose confidential information acquired by them by reason of their official position;

(4)

Employees and officers shall not disclose confidential information gained by reason of their official position, nor shall they otherwise use such information for their personal gain or benefit;

(5)

Employees and officers shall not have personal investment in any enterprise, which will create a conflict between their private interest and the public interest;

(6)



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Employees and officers shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in any for profit business relationship and any interest in real property which the employees and officers hold with any other employee or officer;
(7)

In addition to the foregoing, town commissioners shall disclose to the town clerk, upon a form created by the town clerk, any direct or indirect interest in non-homesteaded real property located within the town within 30 days upon purchasing said property. (Upon the passage of this article, the town commissioners shall have 30 days from the effective date, to file disclosure.) Thereafter, the town commissioners will be required to file the real property disclosure in accordance with this sub-paragraph (7) on a yearly basis along with his/her Form 1. However, if for any reason the town clerk does not receive same, s/he shall, in writing and via certified mail, request such official who has failed to file the required disclosure to do so. Thereafter, failure to make this filing, within ten days from receipt of the clerk's notice, shall result in the same penalties as failure to file a Form 1 disclosure as required by the county and state.

(Ord. No. 1474, § 2, 4-10-07)

Sec. 2-237. - Disclosure of business relationships.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

(a)

Definitions. For purposes of this section, the following words, terms and phrases shall have the meanings as indicated below:

(1)

Business relationship. A member of the town commission or a town board has a business relationship with an applicant, Interested Person or entity if any of the following exist:

a.

The member of the town commission or town board or committee has any ownership interest, directly or indirectly, in excess of one percent in the entity.

b.

The member of the town commission, town board or committee is a partner, co-shareholder or joint venturer with the interested person in any business venture.

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The entity or interested person is a client of the member of the town commission, town board or committee, or a client of another professional working for the same employer as the member of the town commission, town board or committee.

d.

The member of the town commission, town board or committee is a client of the entity or the interested person.

e.

The entity or interested person is a customer of the member of the town commission, town board or committee (or his or her employer) and transacts more than five percent of the business in a given calendar year of the member of the town commission, town board or committee (or his or her employer) or more than \$25,000.00 of business in a given calendar year; or

f.

The member of the town commission, town board or committee is a customer of the entity or the interested person and transacts more than five percent of the business in a given calendar year of the entity or interested person or more than \$25,000.00 of business in a given calendar year.

(2)

Applicant. Any individual or entity requesting action of the town and all persons representing such individual or entity (including, but not limited to, all attorneys, architects, engineers and lobbyists), and any individual who, directly or indirectly, owns or controls more than five percent of any such entity requesting action of the town.

(3)

Interested person. Any person who speaks for or against any resolution or ordinance before the town commission or for or against any matter before any town board or committee who has a direct financial interest in the action (including, but not limited to, vendors, bidders and proposers), except that owner-occupied residential property owners shall not be deemed to have a direct financial interest in zoning and/or land use decisions that may affect their property or the value thereof.

(b)

Disclosure of business relationships.

(1)

Time of disclosure. Except as prohibited by law, each member of the town commission or any town board or committee shall disclose the existence of any business relationship of



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which he or she is aware that he or she has, or has had within the prior 24-month period, with any applicant or interested person, at the time that the applicant or interested person appears before the town commission, town board or committee.

(2)

Disclosure subsequent to action taken. Except as prohibited by law, if a member of the town commission or any town board or committee learns, within 30 days after action is taken in connection with any applicant or interested person appearing before the town commission or town board or committee, that he or she had a business relationship with any applicant or interested person who appeared before the town commission or town board or committee, he or she shall disclose such business relationship in writing to the town clerk that was not disclosed at the initial meeting.

(3)

Establishment of business relationship after appearance. Except as prohibited by law, if a member of the town commission or any town board or committee establishes a business relationship with any applicant or interested person within 12 months after the applicant or interested person appeared before the town commission or town board or committee, the member of the town commission or town board or committee shall disclose such business relationship in writing to the town clerk.

(4)

Abstention. In any situation where a member of the town commission or town board or committee discloses a business relationship under this section, the member may abstain from voting or acting on an item because of the appearance of a possible conflict of interest.

(5)

Failure to disclose. If any member of the town commission or town board or committee believes that another member has willfully failed to make a disclosure required under this section, he or she may submit evidence supporting the alleged failure to disclose to the town manager, who shall place the item on the next available regular town commission agenda. If three or more members of the town commission determine that an accused town commissioner willfully failed to make the required disclosure, the accused town commissioner shall be deemed to be censured. If three or more members of the town commission determine that an accused member of a town board or committee has willfully failed to make a required disclosure, the accused board or committee member shall be removed from the board or committee. The town commission has primary jurisdiction to



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enforce this section and no such authority is conferred on the Miami-Dade Commission on Ethics and Public Trust to investigate alleged failures to disclose business relationships under this section.

([Ord. No. 19-1695](#), ;s 2, 3-12-19)



MEMORANDUM

ITEM NO. 91

To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Jason Greene, Interim Town Manager
Date: September 10, 2020
Subject: Community Center Pool Deck Lighting

As requested at a prior Commission meeting, the Parks and Recreation Department has looked into an engineering firm to assist in the feasibility and basic design criteria to purchase portable or permanent pool deck lighting. This analysis would include a review of all Florida Building Code (FBC) and Town of Surfside Code of Ordinances covering turtle protection, and the Florida Department of Environmental Protection (DEP) and Florida Fish and Wildlife Commission (FWC) guidelines. Please note that a recommendation by RC Engineering, Inc. was that feasibility study would have a very low possibility of a positive outcome. Please see attached (Item A).

Additional annual operational costs would include additional staff, utilities, and pool chemicals. The estimated cost for temporary LED lights would be approximately \$60,000. The estimated cost for permanent pool deck lighting to include LED lights would be approximately \$255,000. This cost does not include engineering fees, feasibility fees, or permitting cost.

Pool deck lighting has been an agenda item numerous times for review and recommendation by the Parks and Recreation Committee. Based on the cost along with minimum public demand for lights/night swim for the months of November through March, the Committee's recommendation was to not move forward. Also included in the committee's recommendation was the storage, setup and breakdown issues with portable lighting.

The staff is requesting direction from the Town Commission to move forward with the process.

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Pool Lighting
Surfside, Florida
2020-05-06
RC Engineering Inc.
David Rice PE

Requirements:

Florida Building Code (FBC)

454.1.4.2 Lighting

454.1.4.2.1 Outdoor Pool Lighting

3 footcandles at pool water surface and pool wet deck and underwater lighting ½ watt per sq. ft.

454.1.4.2.3 Underwater Lighting

Underwater lighting can be waived if 15 footcandles At pool water surface and pool wet deck.

Surfside Code of Ordinance, Article VI,

Lighting Regulations for Marine Turtle Protection

Section 34.84 Lighting Standards for Coastal Construction Activities

Conclusion:

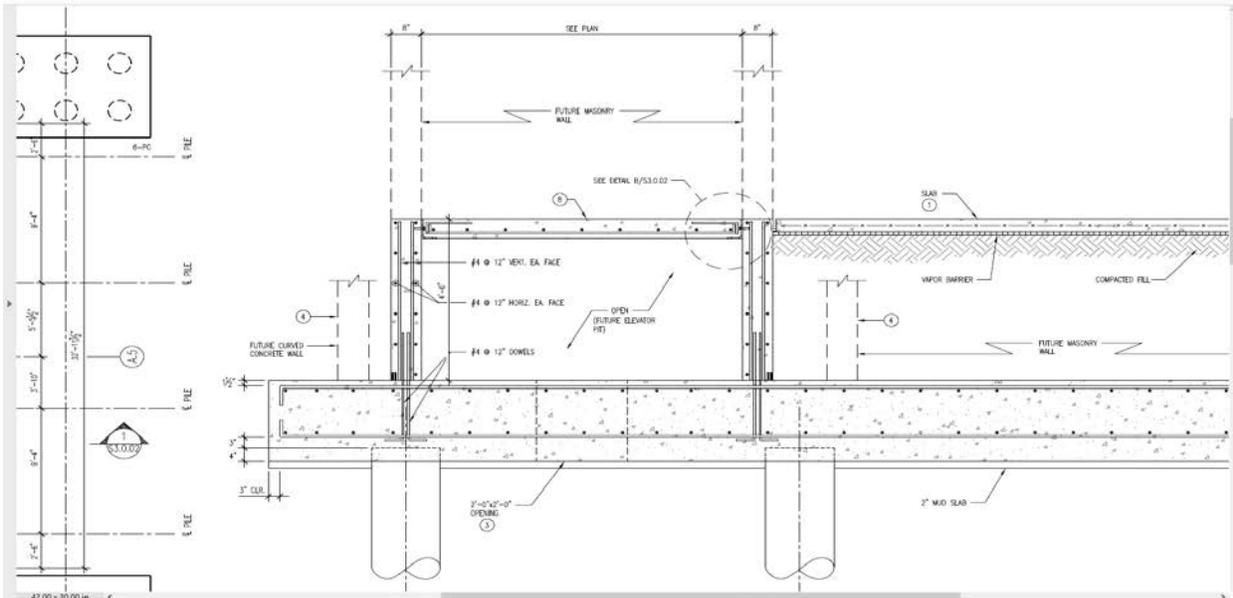
The Florida Building Code (FBC) and the Surfside Code of Ordinance covering turtle protection sets very strict requirements for installing outside pool lighting at a beach. A feasibility study would have to be performed to determine if the outside pool lighting is possible. The cost for a feasibility study would be based on hourly rates. The total cost for a feasibility study could easily exceed \$5,000.00.



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To: Honorable Mayor, Vice-Mayor and Members of the Town Commission
From: Guillermo Olmedillo, Town Manager
Date: May 12, 2020
Subject: Community Center Second Floor

The Town of Surfside Community Center was designed and constructed under the provisions of the Florida Building Code 3rd Edition (2007) including consideration for a second story according to the approved structural plans specifically sheet S3.0.02. An elevator pit and section of the roof structure not continuous or poured separately from the rest of the roof slab. This portion of the slab that was pinned in place to be removed at some future time to accommodate an elevator shaft. These two elements were left in the design and constructed accordingly to allow said future second story. This area is now known as "Fish Bowl". No other elements have been found on the approved plans or records. Nothing in the design and construction of the Community Center precludes a second story from being designed and built at some future date. Note the present code in-force is the Florida Building Code 6th Edition (2017). Aforementioned details taken from sheet S3.0.02 of the approved plans below.



Reviewed by: MR/RP

Prepared by: MR/RP



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Date: October 5, 2020
Prepared by: Commissioner Nelly Velasquez
Subject: Amend Tourist Board Ordinance

Objective: To ensure the proper spending of all Tourist funds by the tourist board.

Consideration: tourist board ordinance

Recommendation: Amend current Tourist Board Ordinance



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From: [Mayor](#)
To: [Lillian M. Arango](#)
Cc: [Sandra McCready](#)
Bcc: [novacklaw](#); [Mel Schlessler](#)
Subject: Charter Amendment correction
Date: Monday, July 13, 2020 4:26:00 PM
Attachments: [Charter Amendment voted in wrong election.pdf](#)
[image001.png](#)

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.

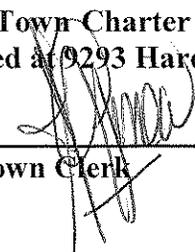
Section 5. Providing for Inclusion in the Town Charter: It is the intention of the Mayor and Town Commission and its is hereby resolved that the provisions of this Resolution shall become and made a part of the Charter of the Town of Surfside, Florida, as to each charter amendment measure approved by 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.

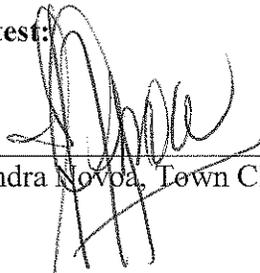
FINAL VOTE ON ADOPTION

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>



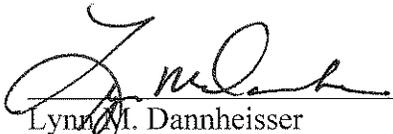
Daniel Dietch, Mayor

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.

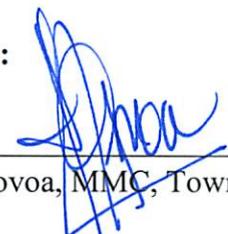
PASSED and **ADOPTED** on first reading this 8th day of September, 2015.

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

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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.

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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

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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

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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
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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

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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)



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Date: December 8, 2020
Prepared by: Mayor
Subject: Cancel Culture in Surfside

Objective: Reaffirm Surfside’s commitment to open and transparent government

Consideration: That Surfside’s elected official promote and encourage more speech and transparency, and stand against those who would silence opposing views.

Recommendation: Surfside Commission resolves to condemn Cancel Culture and those who promote it.

4 THE MIAMI HERALD | SUNDAY, FEBRUARY 22, 2009 | MB MiamiHerald.com/Neighbors

SURFSIDE

Officials fed up with 'Mayor's View'

■ Surfside's mayor Charles Burkett and town commissioners squabble over the mayor's criticisms in the town's newsletter.

BY ANGEL L. DOVAL
adoval@MiamiHerald.com

Surfside Mayor Charles Burkett will no longer get to publish his monthly column in the town newsletter after several commissioners criticized the column as overly political.

At a Feb. 10 meeting, the attempt to create guidelines for the Surfside Town Gazette — and eliminate Burkett's "Mayor's View" column — sparked fireworks.

After a heated argument pitting Burkett against Commissioner Steven Levine, the commission voted 4-1 to eliminate the column from the newsletter among other changes to the town publica-

tion. Burkett was the dissenting vote.

Levine said the mayor was "politicizing the Gazette" and called him "an assassinator" for his strong opinions and sharp chastisements of commissioners in print. At one point, Levine pounded his left fist on the dais.

In February's newsletter, Burkett wrote that he asked the commission to think carefully about calls to eliminate his or any elected official's ability to reach out to residents through the Gazette.

"I know I'm not the most popular person with my friends on the Commission right now . . . but I also know that silencing any voice on this commission would probably not be a great idea for any elected official to undertake," he wrote.

Levine and Commissioner Elizabeth Calderon also



BURKETT



LEVINE

objected to the price of the newsletter. It costs \$3,013 per month to publish 3,800 copies with an average of 12 pages per issue.

In an interview, Burkett told The Miami Herald that "this is not about policy, not about money. It's about the commission," he said.

Burkett and commissioners have clashed publicly over the town's proposed community center.

"They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meet-

'They're not happy about what I'm writing. I'm informing the electorate about what is going on at these meetings.'

— CHARLES BURKETT, mayor of Surfside

ings," Burkett said.

The debate began when commissioners Levine and Calderon opened discussion on Gazette policies and guidelines. "These views just don't belong in the newsletter," Levine said at the meeting. "You are making the commissioners and the town look bad in the eyes of the residents and our visitors."

Burkett responded by saying that he has the right to write what he wants and that the commissioners have always been allowed to have their say in the newsletter.

Calderon suggested trimming the Gazette. "We can

save some money if we reduce the size of the newsletter by two pages," she said.

Levine responded: "The mayor is using up two pages so we can eliminate those."

He also told the mayor that his column could continue — online. "And you know what? It's free."

Burkett isn't happy about being relegated to the town website.

"And all the talk about using the website is garbage," he said. "The newsletter is already on the Web. And when they describe what I write as 'political,' well everything we do is political."

Site: www.dying2live.com.

Greetings from Canada:

You seem to have hit a nerve, by your courage to open the eyes of concerned Christians worldwide, and have brought the truth about what really is going on, in the Holy Land.

We will study your site thoroughly, and please don't let WND or Debka File discourage you, they are just Jewish propaganda media, who thrive on their own egos and arrogance, and promote hate news at the expense of God fearing freedom loving human beings.

There are 13 million Jews in the world, who threaten 6 billion humans' lives, with a nuclear holocaust, in order to expand their territory and dominate the middle east +.

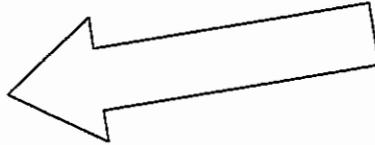
Israelis are not Jews and Jews do not represent Israel lawfully. Jews are occupying God's Land without God's permission. The Holy Bible shows us that Jews and Israel are two different Kingdoms, separated by King Rehoboam in 930 BC, and the the word JEW, which means Judah and Judaism, shows up in 2Kings16:5-6 [740 BC], FOR THE FIRST TIME. If God wanted the Jews to rule over Israel , our Holy Scriptures would say so, but Bible says the opposite and many American Politicians and Religious leaders have been hoodwinked.

I hope you continue your campaign for JUSTICE, and if I can help, let me know.

A. Deacon

Beautiful. God Bless You.

Peter A. Sahwell



Site: www.bmjournals.com

Peter A. Sahwell post on the General Medical Journal website:

Peter A. Sahwell,
consultant
private business
33154

Send response to
journal:
Re: It's Hard to Argue
with Facts

Whatever one thinks of Israel or Palestine, and forget about the rest of the Arab World, which is a human rights disaster and also has nothing to do with the propositions Dr. Summerfield puts forth, there can be no doubt that the Israeli military has deliberately savaged Palestinian society. Two years ago when the Israelis reoccupied most of the West Bank, there were innumerable reports of IDF personnel breaking into the offices of all manner of human services and cultural agencies and destroying written records, computer hard drives, and anything else that a people uses to record its own existence. Just two weeks ago, an IDF officer emptied his revolver into the lifeless body of a school girl, some 23 shots in all. And that's not an isolated incident. Women give birth in agony at checkpoints while IDF soldiers sit around doing nothing. Now there may be perfectly good hearted and progressive Israeli doctors and other citizens of that country who treat Palestinians humanely, but the structural injustice and inhumanity of the Israeli government and military toward the Palestian people, which started with European jews driving 700,000 Palestinians from their homes and literally razing some 420 of their villages in 1947-48, continues to this day. The documentation is endless and nauseating. There will be no peace until justice is done.

Competing interests: None declared

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?



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April 13

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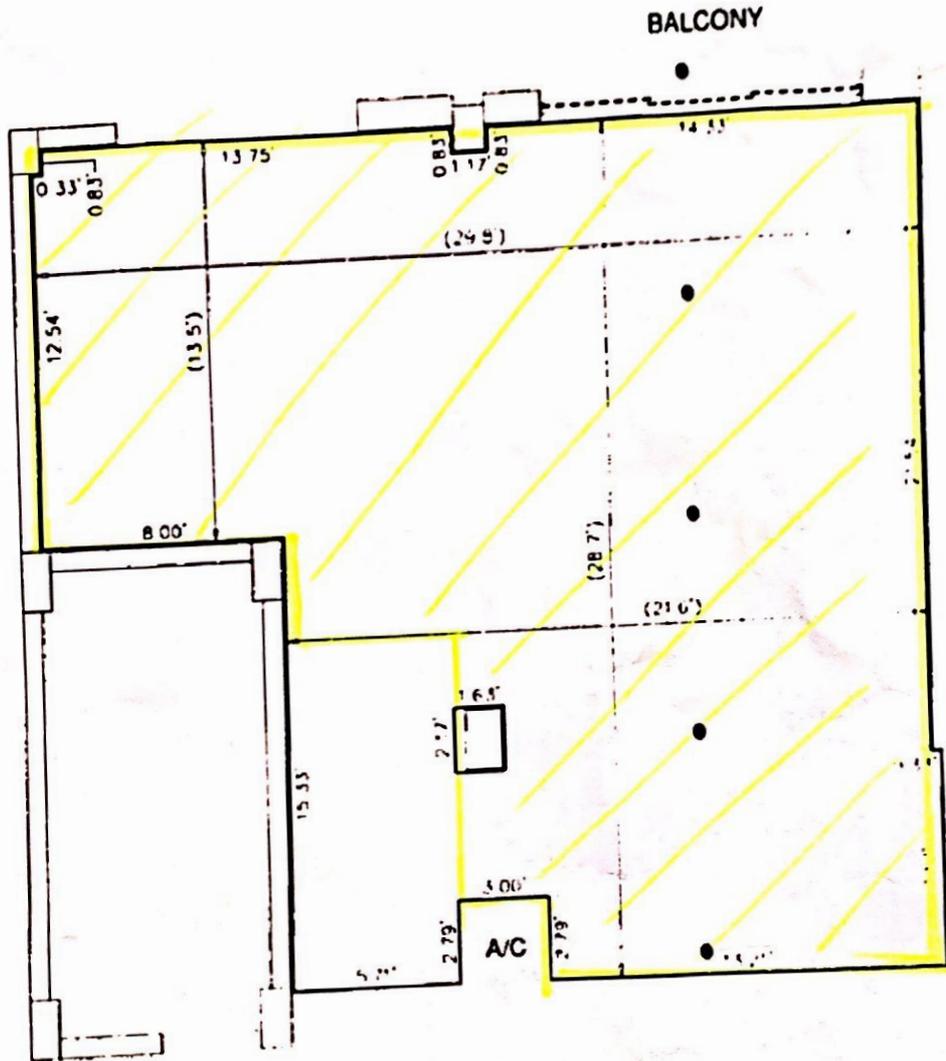
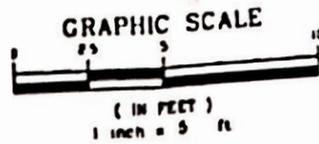
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CARLISLE ON THE OCEAN A CONDOMINIUM

FLOOR PLANS WERE PREPARED FROM
ARCHITECTURAL DRAWINGS BY

ROBERT M SWEDROE
1111 LINCOLN ROAD, SUITE 300
MIAMI BEACH, FLORIDA 33139
PH (305) 673 6002



UNITS 313-1113, PH #13

LEGEND:

- CONDOMINIUM UNIT BOUNDARY LINE
- COMMON ELEMENT BOUNDARY LINE
- LIMITED COMMON ELEMENT

NOTE

THERE MAY EXIST SOME VARIATION BETWEEN THE PROPOSED IMPROVEMENTS AND THE IMPROVEMENTS AS CONSTRUCTED

- 19.0' - INDICATES MEASURED DIMENSION
- 9.00' - INDICATES DIMENSION PER ARCHITECTURAL DRAWING

TYPE "THE ISLANDER"

EXHIBIT 2

SHEET 13 OF 22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JOHN M BROWN INSURANCE AGENCY INC 21750 Hardy Oak Blvd Ste 104 San Antonio TX 78258-4946		CONTACT NAME: Marianna Morandi PHONE (A/C. No. Ext): 888-973-0016 E-MAIL ADDRESS: marianna@farmerbrown.com FAX (A/C. No): 773-657-2010	
INSURED MF7 Services Corp 100 Bayview Dr Apt 1930 Sunny Isles Beach FL 33160-4743		INSURER(S) AFFORDING COVERAGE INSURER A: AIX Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12833	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Town of Surfside Building Department 9293 Harding Avenue, Surfside FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2020

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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	

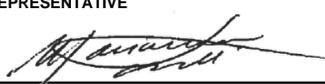
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SIZGL1003B233094	04/05/2020	04/05/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> 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**

Carlisle on the Ocean 9195 Collins Ave Surfside, FL 33154	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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JOB COPY

TOWN OF SURFSIDE

APPROVED _____ Permit No. 20-736-BC
Address 9195 Collins Ave # 1013

Planning & Zoning Board _____ Date _____
Building Official [Signature] _____ Date 10.12.20
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: m.kostic.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

OWNER:
(Print Name): MARINA KOSTIC

SIGNATURE Flavienne Santanna
STATE OF
FLORIDA
COUNTY OF Broward

SIGNATURE: [Signature]
STATE OF FLORIDA
COUNTY OF Dade

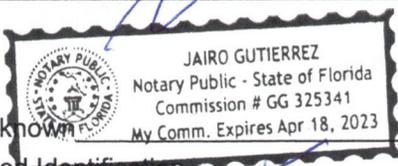
Sworn to (or affirmed) and subscribed before me
this 20th day of May, 20 20
by FLAVIENNE SANTANNA

Sworn to (or affirmed) and subscribed before
me
this 22 day of May, 20 20
by Marina Kostic

NOTARY: _____

NOTARY: _____

SEAL: 
Personally known _____
OR Produced Identification _____
Type of Identification Produced _____

SEAL: 
Personally known _____
OR Produced Identification _____
Type of Identification Produced Maryland Driver License

The Permit is not valid until signed by an authorized representative of the TOWN OF SURFSIDE BUILDING DEPT. and all fees are paid.

ACCEPTED BY _____

AUTHORIZED BY _____



OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 5/20/2020

Property Information	
Folio:	14-2235-043-0940
Property Address:	9195 COLLINS AVE UNIT: 1013 Surfside, FL 33154-3155
Owner	A AND M TEAM LLC
Mailing Address	7900 TATUM WATERWAY DR 108 MIAMI BEACH, FL 33141 USA
PA Primary Zone	3000 MULTI-FAMILY - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths / Half	1 / 1 / 0
Floors	0
Living Units	1
Actual Area	Sq.Ft
Living Area	720 Sq.Ft
Adjusted Area	720 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1965



Assessment Information			
Year	2019	2018	2017
Land Value	\$0	\$0	\$0
Building Value	\$0	\$0	\$0
XF Value	\$0	\$0	\$0
Market Value	\$236,600	\$225,353	\$225,353
Assessed Value	\$123,943	\$112,676	\$102,433

Benefits Information				
Benefit	Type	2019	2018	2017
Non-Homestead Cap	Assessment Reduction	\$112,657	\$112,677	\$122,920

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

Short Legal Description
CARLISLE ON THE OCEAN CONDO
UNIT 1013
UNDIV 0.69832%
INT IN COMMON ELEMENTS
OFF REC 20196-4139

Taxable Value Information			
	2019	2018	2017
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$236,600	\$225,353	\$225,353
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$123,943	\$112,676	\$102,433

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
11/06/2019	\$100	31697-2956	Corrective, tax or QCD; min consideration
10/02/2019	\$274,900	31672-2065	Qual by exam of deed
03/01/2004	\$257,000	22168-1008	Sales which are qualified
03/01/2003	\$189,700	21120-2846	Sales which are qualified

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:



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TILE STONE WOOD LAMINATE VINYL DECORATIVES INSTALLATION MATERIALS

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



PRODUCT DETAILS

SOUND CONTROL AND MOISTURE RESISTANT MEMBRANE FOR ENGINEERED HARDWOOD, PARQUET AND LAMINATE FLOORING

Whisper Mat® HW is a peel and stick non-permeable sheet membrane, which reduces impact and airborne sound transmissions. Designed for use with engineered wood plank, wood parquet and laminate floors. Used where sound-control is required, specified or desired.

Whisper Mat HW combines sound absorption properties with moisture resistant properties making this an excellent system to enhance flooring installation performance.

FEATURES & BENEFITS

- Sound reduction ratings:
 - 6" concrete floor: IIC 51 STC 52
 - Sound transmission reduction: Delta IIC 22
- Protects flooring from subfloor moisture/vapor emissions
- Easy, installer friendly installation
- Commercial and residential applications
- Approved over radiant heated subfloors
- Uniquely thin system (1/8")
- Contact Protecto Wrap for additional testing information

BLOGS & VIDEOS

INSTALL & PRODUCT DOCUMENTS

YOU MAY ALSO LIKE



EZ Foam Underlayment
Size: 100sqft. 4ft. x 25ft.
\$26.99 / piece



Eco Ultra Quiet Premium Acoustical Underlayment
Size: 450sqft. 6ft. x 75ft.
\$297.00 / piece



Floor Muffler LVT UltraSeal Floor Underlayment
Size: 100sqft.
\$0.22 / sqft



Roberts Silicone Vapor Shield Underlayment for Wood Floors
Size: 200sqft. 33.5in. x 72ft.
\$14



12mm Cork Underlayment Sheets
Size: 150sqft.
\$269.99 / piece

Contact Us

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

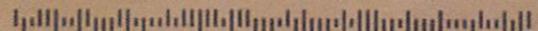
Amount Enclosed \$ _____

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





9R

**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



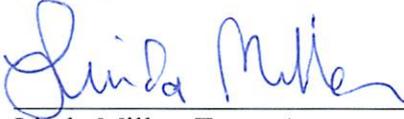
Daniel Dietch, Mayor

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.

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 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:



**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







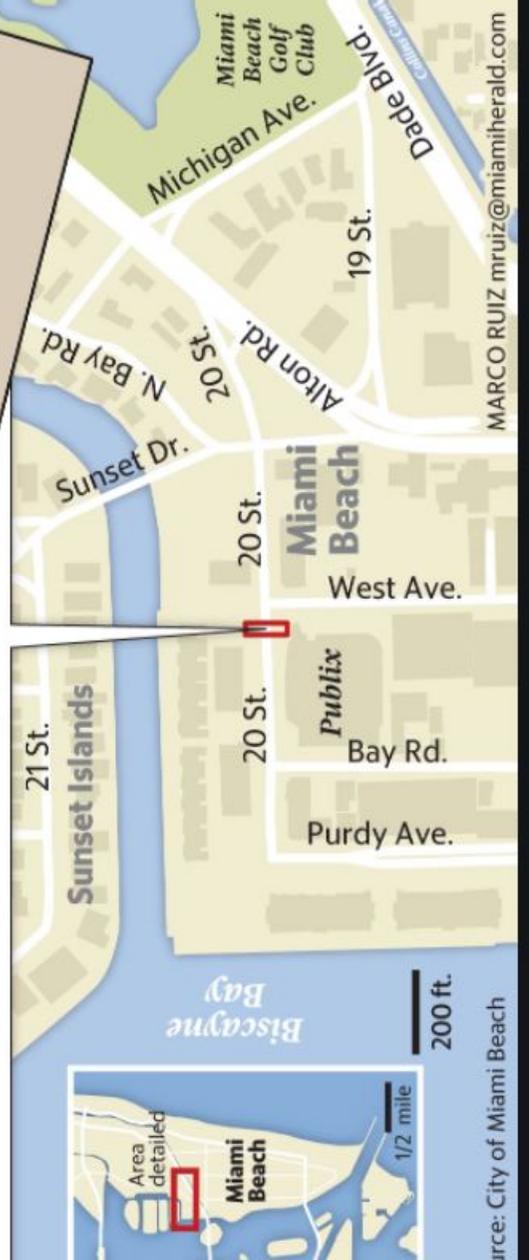
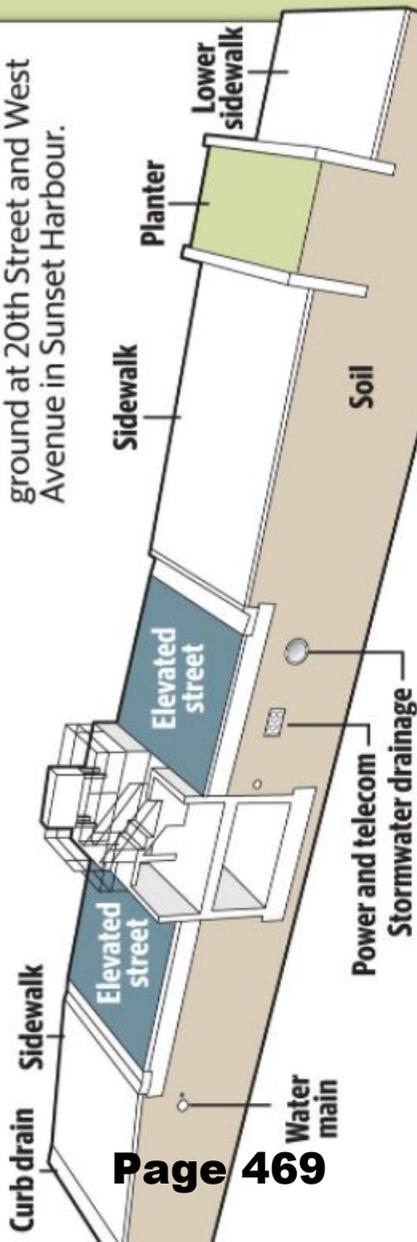
NO KAYAKS,
PADDLEBOATS,
OR SWIMMING
BEYOND THIS POINT



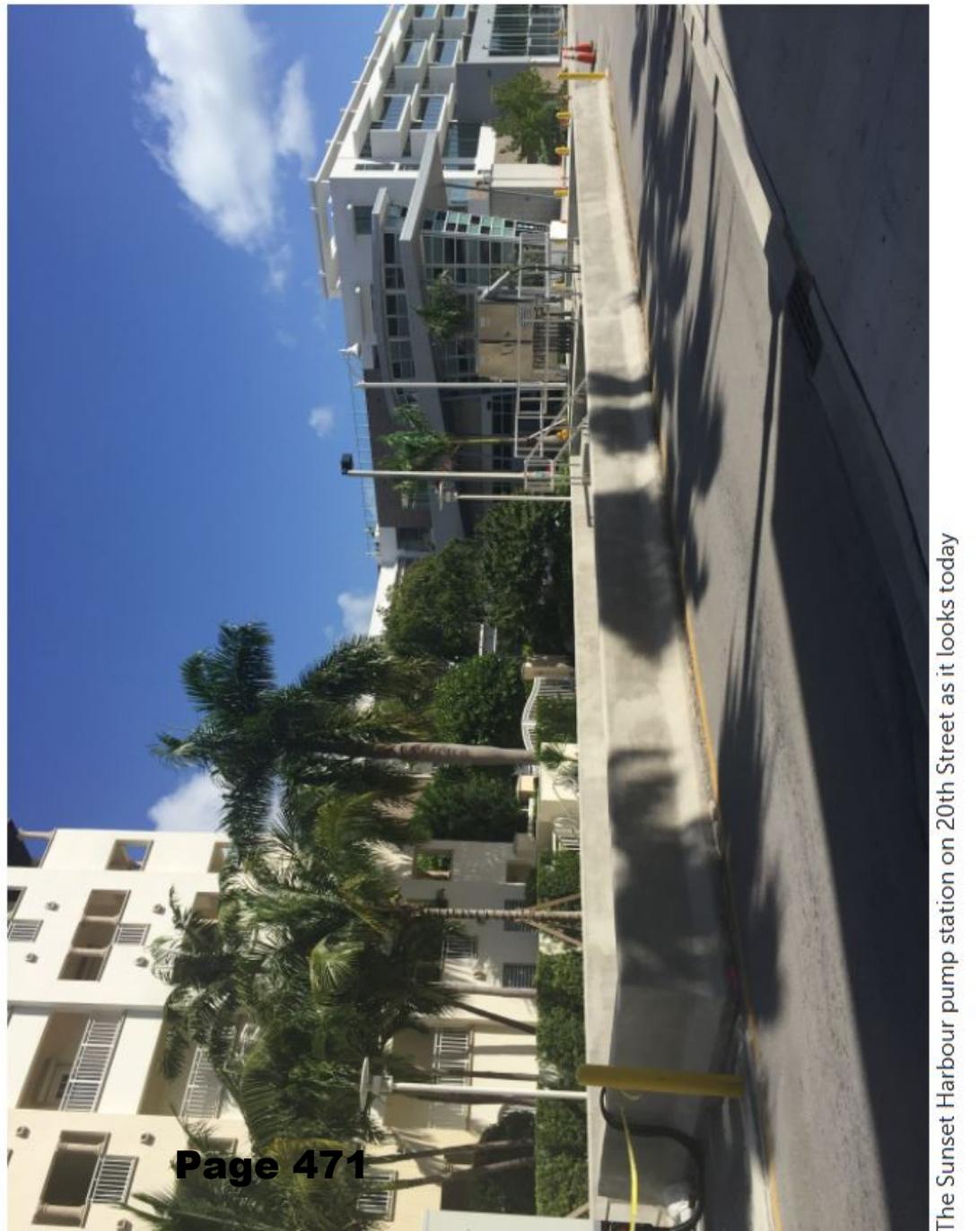
NO SKIING
NO PADDLEBOARDING
NO WAKEBOARDING

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.

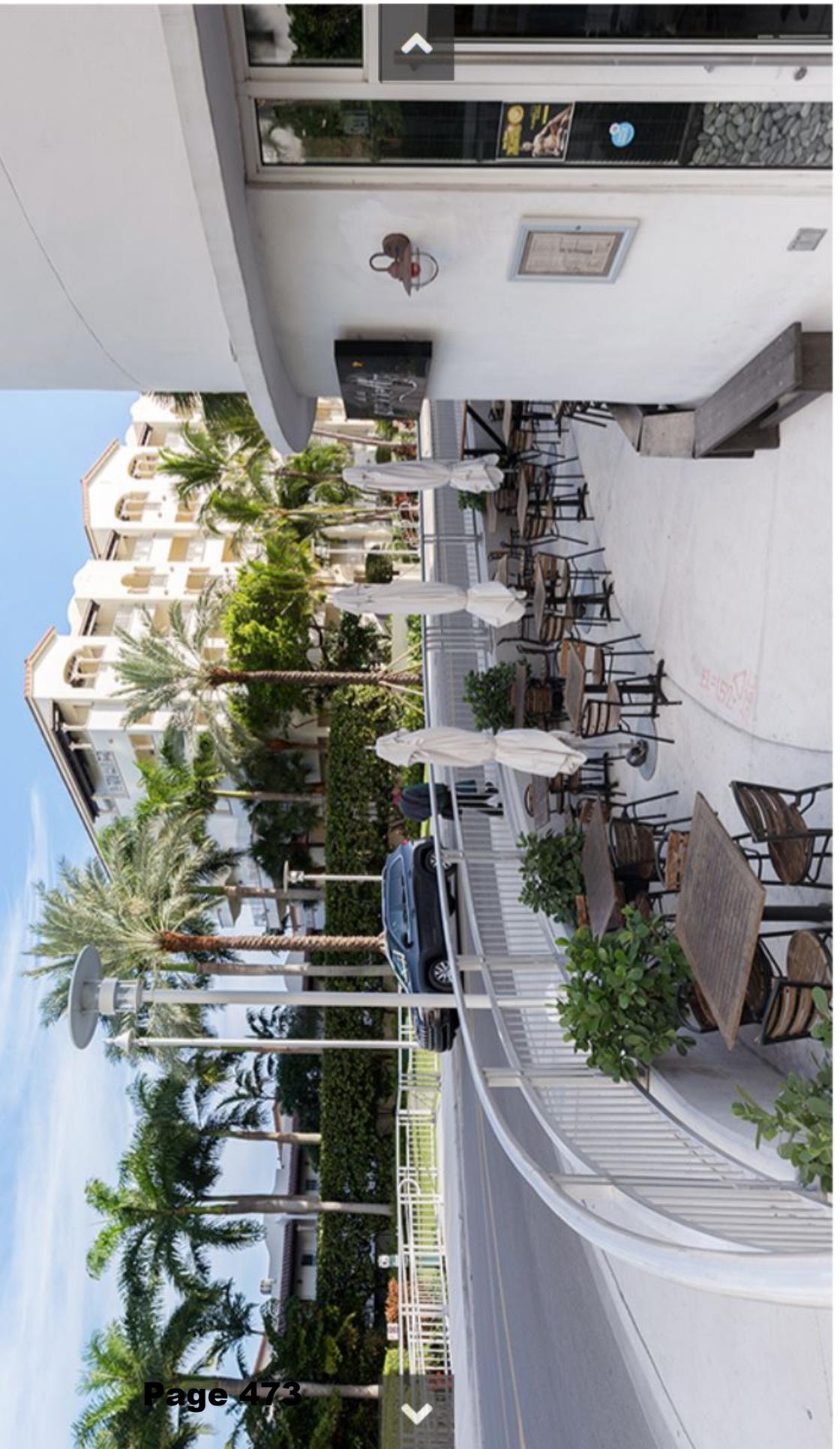




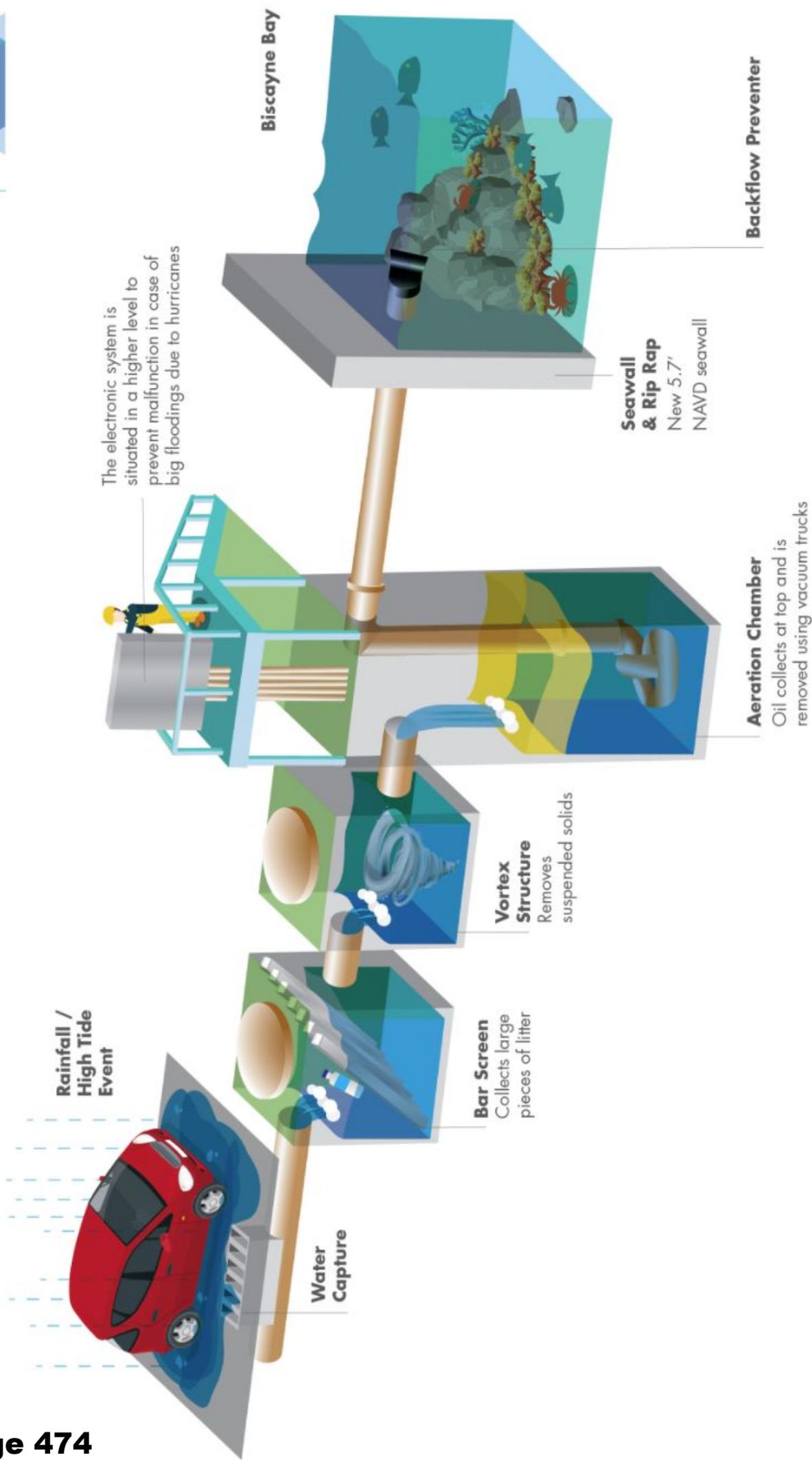


The Sunset Harbour pump station on 20th Street as it looks today





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



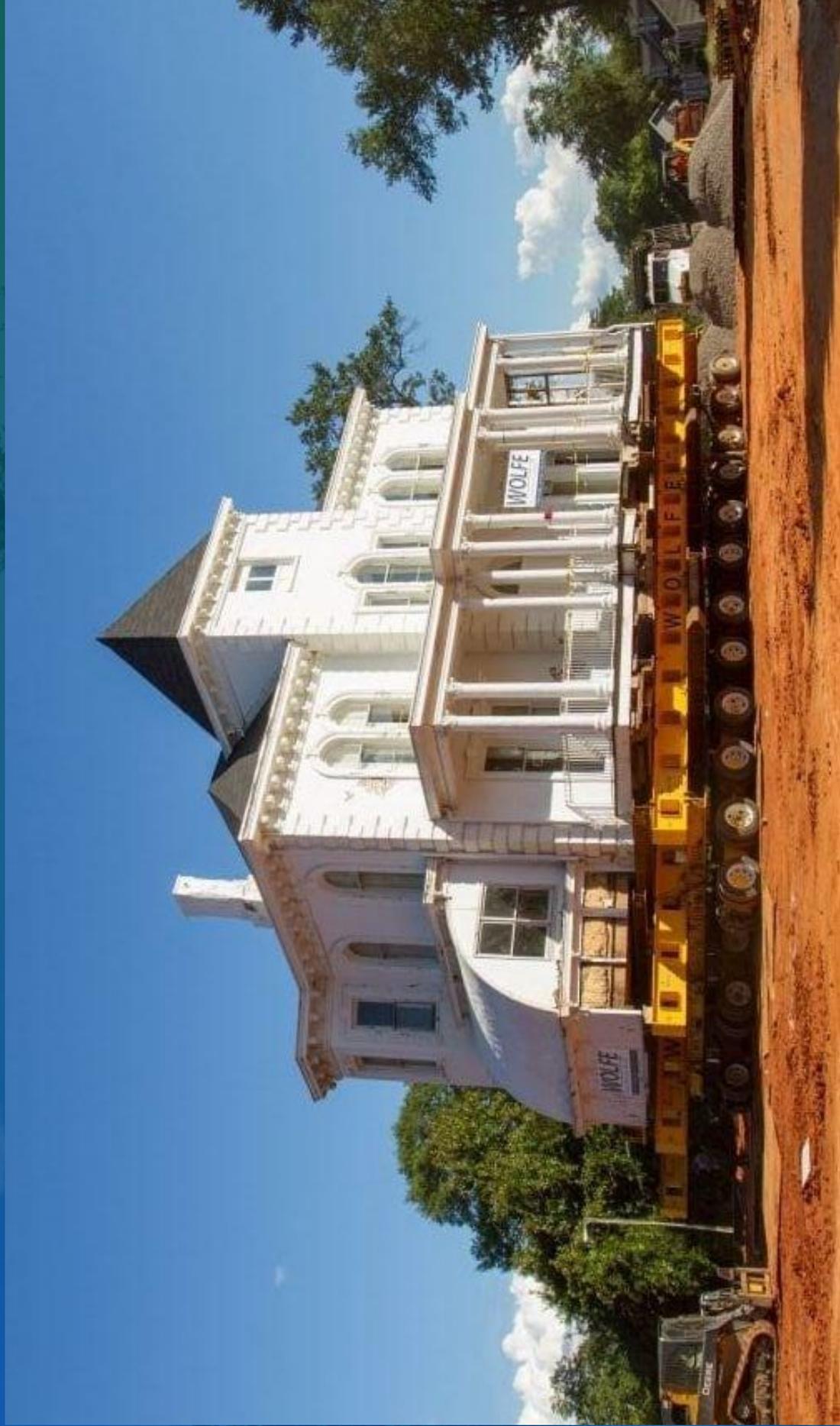
Not only can giant structures be moved, they can be raised.



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.



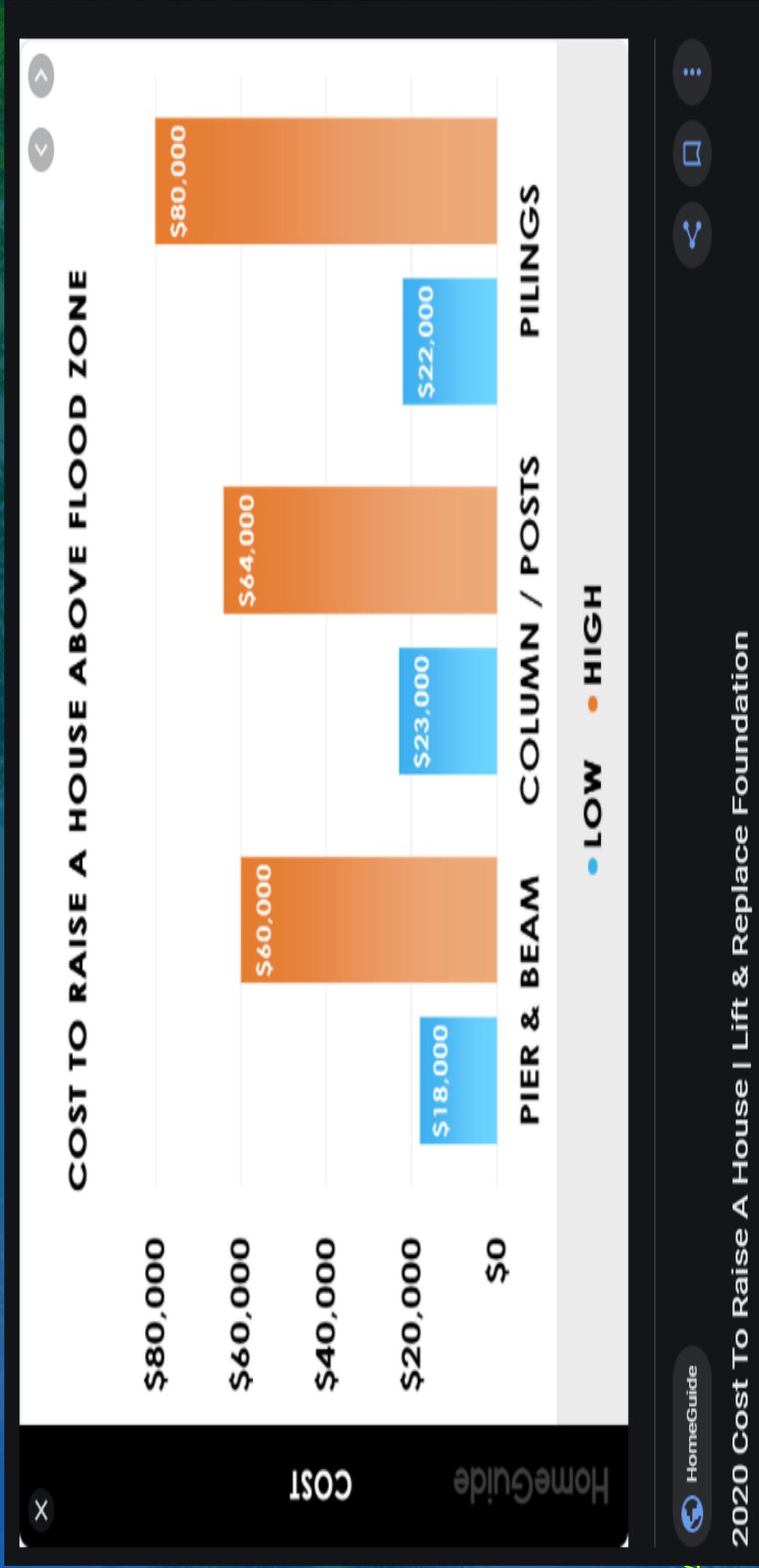
ADD A



In the end, once all the work is done, the project looks like it was designed to be elevated.



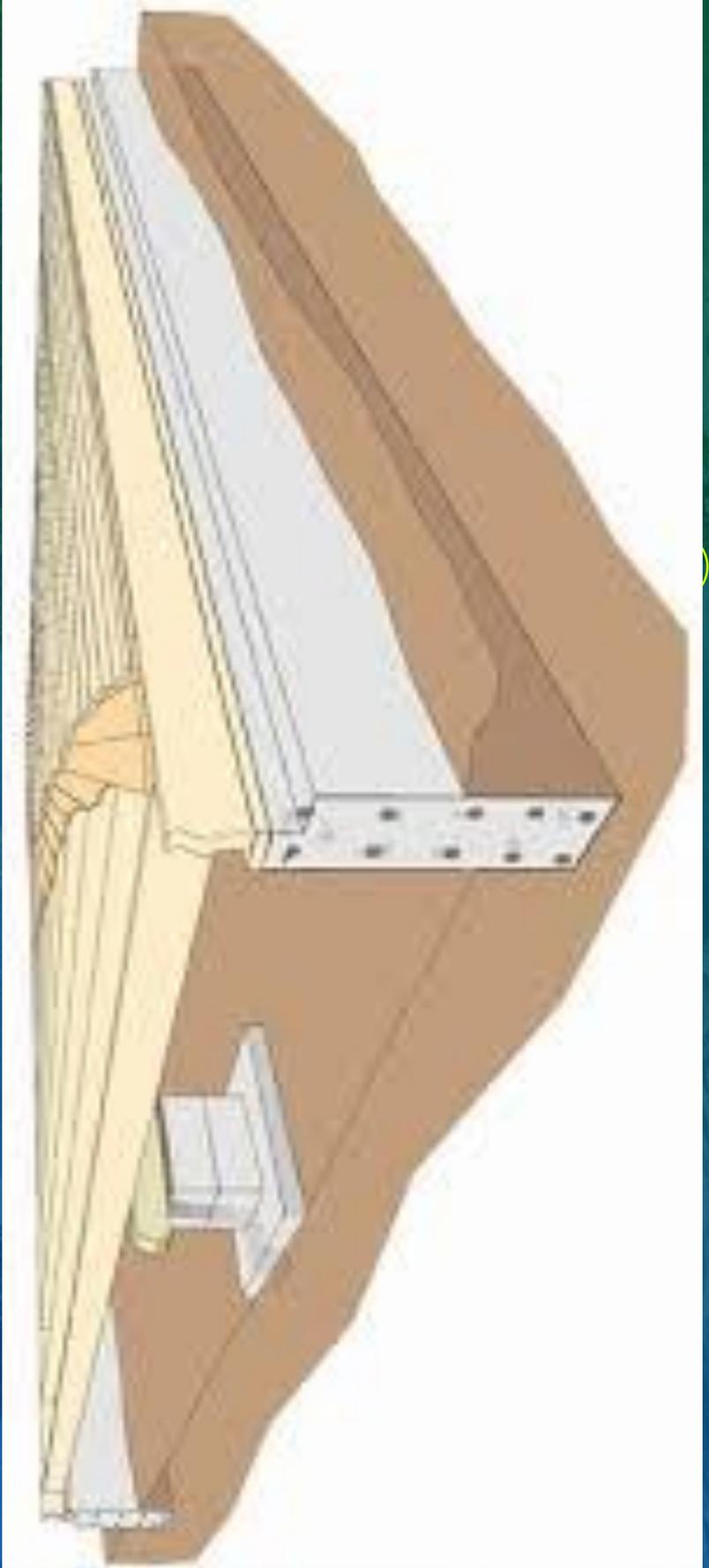
What are the costs and the 3 types of elevation options? For an average home, between \$18,000 and \$80,000 to raise it.



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 4 FEET BELOW
BASE FLOOD ELEVATION**

\$9,500/year
\$95,000 / 10 years



**PREMIUM AT
BASE FLOOD ELEVATION**

\$1,410/year
\$14,100 / 10 years



**PREMIUM AT 3 FEET ABOVE
BASE FLOOD ELEVATION**

\$427/year
\$4,270 / 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.



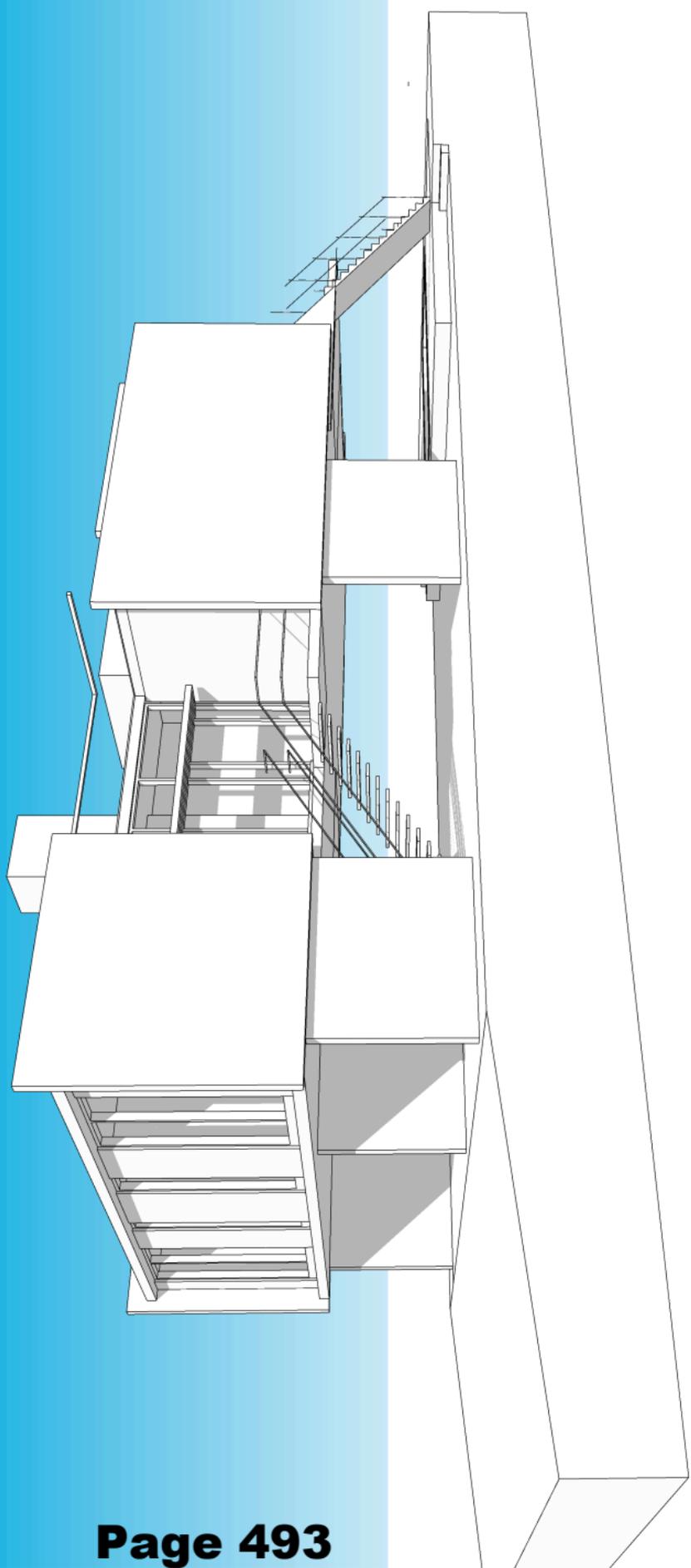
How can the Town of Surfside help?

- 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

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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

MIAMI BEACH CREATES A RESILIENCE FUND TO ADDRESS PRIVATE PROPERTY FLOODING AND SEA LEVEL RISE RESILIENCE (UPDATED)

(Miami Beach, FL) Nov 18, 2020 - Today, the Mayor and City Commission passed a resolution creating a new Miami Beach Resilience Fund and allocating up to \$666,666 annually for a Private Property Flooding and Sea Level Rise Adaptation Program. The fund is intended to seed a new matching grant program to incentivize private property investments that prevent flood damage.

“Private property adaptation is a vital component to Miami Beach’s overall climate resilience planning,” Mayor Dan Gelber said. “The city continues to do their part by working with global experts and investing in public infrastructure — ranging from road elevation, stormwater infrastructure, water treatment systems, and the efforts to dedicate more green space and trees to create more resilient, absorbable swales and surfaces. We are in this climate challenge together.”

For individual private properties, resilience investments could include matching grants for up to \$20,000 per property and include green infrastructure additions such as rain gardens and bioswales; replacing impermeable with permeable materials; appliance and equipment elevation; dry or wet floodproofing; garage floor and yard elevation; installation blue or green roofs and more. The grant program criteria and details will be further developed as part of the 2021-2022 budget process.

“Generally, investment in private property is the sole responsibility of property owners, but most of my colleagues and I agree that we must play a leadership role by incentivizing projects that complement our various public efforts to strengthen Miami Beach’s resilience infrastructure as a whole,” Commissioner Mark Samuelian added. “Reducing the likelihood of flood damage will help to preserve and increase home values.”

OFFICE OF MARKETING & COMMUNICATIONS

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RECENT CITY NEWS



Miami Beach Welcomes New Nautical-Themed Playground with Beach Cleanup and Bird Release



Free Flu Shots for Miami Beach Kids



Applications Open for Future Leaders Climate Summit



**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 508**

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

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jenngarrettart@gmail.com

www.jgarrettart.com

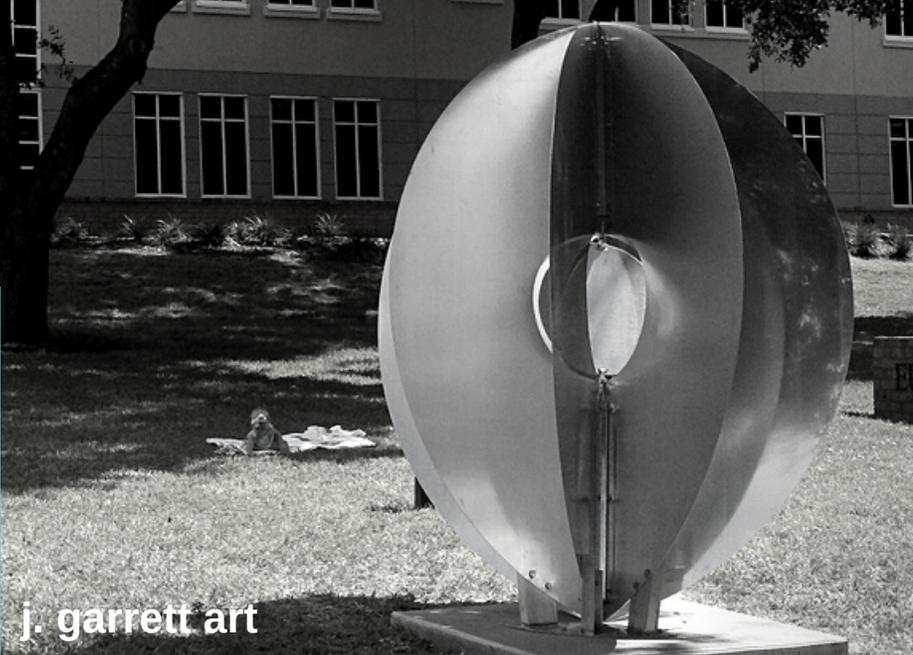
"Jenn Garrett approached our call with great enthusiasm and passion to understand the environment and issues so that she could make a proposal that was just what we needed.

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*



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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

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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: 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
November 9, 2021
7:00 pm**

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

Agenda #: 9FF
Date: November 2, 2021
From: Tony Recio, Esq., Assistant Town Attorney
Lily Arango, Esq., Town Attorney

Subject: Zoning in Progress

Objective: At the Zoning Code Workshop of October 26, 2021, a majority of Town Commissioners asked that a notice of extension of the Zoning in Progress be presented at the next Commission meeting prior to the expiration of the current notice. The current Zoning in Progress notice expires on December 7, 2021. If the Commission wishes to extend Zoning in Progress beyond that date, the Commission may direct staff to publish a new Zoning in Progress notice which will last for 90 days or through the adoption of a new Zoning Code, whichever occurs first.

Consideration: The Town Commission has been considering the adoption of a new Zoning Code for approximately one year and nine months. To this end, the Town Commission has discussed the Zoning Code at publicly noticed regular and special Commission meetings held on April 28, 2020, May 14, 2020, July 28, 2020, November 19, 2020, January 14, 2021, and March 2, 2021. Additionally, the Town Commission has discussed the new Zoning Code at public workshops on June 3, 2020, July 1, 2020, February 4, 2021, February 18, 2021, April 20, 2021, April 27, 2021, May 26, 2021, June 22, 2021, September 9, 2021, and October 26, 2021.

Zoning in Progress can be triggered when a Notice of Zoning in Progress is published. The Town has published a series of Notices of Zoning in Progress pursuant to Section 90-6 of the Town Code on August 9, 2020, November 24, 2020, March 8, 2021, June 7, 2021, and September 7, 2021. Each notice provided for 90 days of Zoning in Progress.

When Zoning in Progress is in effect, development applications cannot proceed to approval unless they meet the stricter of the current code or the code referenced in the notice. Zoning in Progress thus acts to limit which development applications can be considered during the time the new zoning code is being considered by the Commission. Irrespective of the contents of the Zoning in Progress notice, the Commission retains full authority to revise the draft Zoning Code prior to adoption.

Although substantial progress has been made in drafting the new Zoning Code, the adoption process still requires Commission review and consideration and additional procedural steps before final adoption can be considered, including at least three public hearings (two before the Town Commission and one before the Planning and Zoning Board). For that reason, the Town Commission may consider extending the Zoning in Progress for an additional 90 days but may wish to modify specific topics included in previous versions of the notice to reflect the consensus or majority positions that have emerged at the various Zoning Code Workshops.

The additional topics are highlighted in the draft notice and include:

1. Extent of Florida Friendly landscaping required.
2. Height in the H120 District.
3. Rooftop mechanical, infrastructure and open air uses in the H120 District.
4. Hotel prohibition and exception for historic district.
5. Dock limitations.
6. Use of areas under first floor elevation for non-habitable uses.
7. Hedge heights within front and secondary front (side street) yards.
8. Rooftop mechanical equipment within single family districts.
9. Screening requirements and visibility limitations for rooftop mechanical equipment in any district.
10. Prohibition on reductions of parking requirements based on Parkin Trust Fund contributions.

Recommendation: Consider publishing a new notice to extend the Zoning in Progress subject to review and acceptance of the added topics.

TOWN OF SURFSIDE

NOTICE OF ZONING IN PROGRESS

Chapter 90 - Zoning Code

Pursuant to Section 90-6 of the Code of the Town of Surfside, Florida (the “Code”), the Town of Surfside published a Notice of Zoning in Progress on May 10, 2020 relative to a proposed repeal and replacement of Chapter 90 of the Code titled “Zoning” (the “Current Zoning Code”). The Town issued new Notices of Zoning in Progress on August 9, 2020, November 24, 2020, March 8, 2021, June 7, 2021, and September 7, 2021. The Town of Surfside hereby provides new Notice of Zoning in Progress effective upon the date of publication of this Notice.

At publicly noticed special meetings held on April 28, 2020, May 14, 2020, July 28, 2020, November 19, 2020, January 14, 2021, and March 2, 2021 and workshops on June 3, 2020, July 1, 2020, February 4, 2021, February 18, 2021, April 20, 2021, April 27, 2021, May 26, 2021, June 22, 2021, September 9, 2021, and October 26, 2021, the Town of Surfside Commission considered the proposed repeal and replacement of the Current Zoning Code, and instructed Staff to prepare an ordinance repealing the Current Zoning Code and replacing it with a zoning code that reflects land development regulations in effect on or about August, 2006 (the “2006 Zoning Code”), and certain modifications including, but not limited to, the following:

- *Lot coverage* shall mean the percentage of the total area of a lot that, when viewed from above, would be covered by all principal and accessory buildings and structures (except swimming pools, fences, screen enclosures, and pergolas), or portions thereof, up to a maximum forty percent (40%) of the lot; provided however that the following shall not be included in determining the lot coverage:
 1. Uncovered steps and exterior balconies;
 2. Uncovered terraces, patios, breezeways, or porches which are open on two (2) sides; and
 3. Covered terraces, patios, breezeways, or porches which are open on two (2) sides.In no instance may the exemptions listed here exceed 15% of the total footprint of all principal and accessory buildings and structures.
- In the H30A and H30B districts, second story lot coverage is limited to 32% of the lot area, or 80% of the first floor area, whichever is less.
- Existing setback requirements set forth in the Current Zoning Code will continue to apply, unless there is a greater restriction in the 2006 Zoning Code, except that only the following projections/encroachments shall be permitted:
 - In the H30A and H30B districts, and in H30C districts west of Harding Avenue, eaves of sloped roofs may project up to twenty four (24) inches into any required yard. All other ornamental or screening features in the H30A and

H30B districts, including cornices, sills, frames, and fins, may project no more than six (6) inches into any required yard.

- In the H30A and H30B districts, lots with a depth greater than 112.5 feet will be required to provide front and rear yards that combine to equal at least thirty-six percent (36%) of the lot's depth. This requirement shall not be read to alter or justify reduction of front and rear setbacks for the first and second stories. The intention of this provision is to ensure that adequate yards are provided.
- In the H30A and H30B districts, each lot must provide:
 - 35% of each lot must be pervious area; and
 - 50% of front yards and 40% of rear yards must be landscaped; and
 - 40% of all landscaped area must be Florida Friendly as defined in the Current Zoning Code.
- The Current Zoning Code's definition of building height will continue to apply to single family districts. For the H120 district, the building height is restricted to 120 feet as measured from the current established elevation set by the Florida Department of Environmental Protection for the first habitable floor, which is set at +18.25 feet NGVD29. The maximum building height shall not exceed +138.25 NGVD29. In H120, rooftop enclosures for mechanical and building infrastructure (such as elevator and stairwells) shall be limited to 20 feet in height as measured from the top of structural roof slab. All other rooftop elements shall be open to the elements on at least two sides and may not exceed a maximum height of 10 feet as measured from the top of the structural roof slab, except that bathroom facilities totaling no more than 200 square feet in the aggregate shall be permitted to be enclosed. The total area of all rooftop elements shall not exceed 30% of the roof area. Rooftop photovoltaic systems may be approved by the Planning and Zoning Board subject to the Design Guidelines provided they do not exceed the height and massing limitations of the underlying district applicable to rooftop mechanical elements.
- Density and intensity in the H120 district shall be calculated based on property westward of the ocean bulkhead line. Notwithstanding anything to the contrary in either the Current Zoning Code or 2006 Zoning Code, the erosion control line shall not be used to determine the lot area, and shall not serve as a basis for density and intensity calculations on a given lot.
- The calculation of lot area shall be limited to the actual acreage within the property lines, or in the case of the H120 district, the actual acreage within the area bounded by north, west, and south property lines and the ocean bulkhead line on the east. The term "gross acreage" shall be deleted and shall have no force or effect. Notwithstanding anything to the contrary in either the Current Zoning Code or the 2006 Zoning Code, an acre is 43,560 square feet.
- All permitted and accessory uses shall be as permitted in the 2006 Zoning Code, except that new hotel or motel uses of any type shall not be permitted except in the

historic district. Any use in the commercial district not expressly permitted in the 2006 Code shall not be permitted.

- Awning and canopies shall be regulated as in the Current Zoning Code, except that the Planning and Zoning Board may authorize an awning or canopy without a required break or articulation where a more integrated design would result.
- Except as modified herein, the Town's existing sign code, landscape code, and existing regulations regarding religious accommodations, reasonable accommodation procedures, curb cuts, vision clearance, aggregation of lots, materials and finishes, underground utilities, architecture, zoning in progress, beach sand quality, design standards for off-street parking, standards for fences, and short-term rentals will be retained.
- Roof decks as defined in the Current Zoning Code shall not be permitted in any single-family district.
- In the H30A district, no building shall be erected within 25 feet of the sea wall on Point Lake, north canal, or south canal, nor within 50 feet of the sea wall on any other body of water.
- Existing single family or duplex driveways in front yards that are nonconforming as to front yard landscape and/or pervious area requirements may be maintained, repaired, or rebuilt with any approved material without needing to comply with the front yard landscape and pervious area requirements. Such driveways can be altered so long as the degree of nonconformity is not enlarged.
- **Docks may be constructed to project into a waterway no greater than the lesser of 10 feet or 10% of the width of the adjoining waterway, and shall be set back at least ten feet from the waterward extension of any property line. The projection of the dock shall be measured from the waterward edge of the property's sea wall.**
- **Portions of the building beneath the first finished, habitable floor shall not be considered a story provided they are limited to a basement or other area that consists primarily of unenclosed, non-habitable, non-finished space devoted to off-street parking, storage, or recreational amenities. In no event shall this provision be applied to increase the maximum lineal height of a building as provided for elsewhere in the zoning code.**
- **Hedges for single-family lots shall be permitted within front yards of all lots and on secondary front (side street) yards of corner lots, at a height not to exceed six (6) feet as measured from grade.**
- **Mechanical equipment shall be permitted on any roof in the H30A and H30B districts, subject to the following requirements:**
 1. ***Setback from roof perimeter.*** All equipment and enclosures shall be set back from the roof perimeter so that it is not visible from eye-level view from grade at a distance of 75 feet from any property line of the subject lot. This shall be

demonstrated by line-of-sight drawings submitted as part of a zoning approval or design review package.

2. *Screening.* All equipment shall be screened by an enclosure of sufficient height which adequately hides the equipment from view from all angles (including from above) and matches closely to its immediate surroundings in texture, color, and appearance, or is set into the roof structure itself without changing the visible contour of the roof as seen from the street. In either instance, neither equipment nor screening shall be visible from eye-level from grade at any property line, nor discernible from eye-level from grade at any distance outside of the property lines. Additionally, the equipment shall be acoustically screened to reduce noise to no more than 55 dBA when measured from any property line of the subject lot.
 3. The footprint area of the equipment, as defined by the perimeter of the decorative and acoustic screen enclosure, shall not exceed 7.5% of the total area of the roof upon which it is placed.
 4. Rooftop equipment and all screening elements shall not exceed six (6) feet above the roof slab for a flat roof or above the truss for a pitched roof.
 5. Any rooftop mechanical equipment installed prior to the effective date of this ordinance shall meet the requirements of this section for any replacement of equipment.
- All rooftop mechanical equipment in any district shall be screened by an enclosure of sufficient height which adequately hides the equipment from view from all angles (including from above) and matches closely to its immediate surroundings in texture, color, and appearance, or is set into the roof structure itself without changing the visible contour of the roof as seen from the street; and shall be acoustically screened to reduce noise to no more than 55 dBA when measured from any property line of the subject lot. Neither equipment nor screening shall be visible from eye-level from grade at any property line, nor discernible from eye-level from grade at any distance outside of the property lines.
 - Required parking shall not be reduced based on contributions to the Parking Trust Fund.

Pursuant to Section 90-6 of the Code, Zoning in Progress based on the above parameters *shall* apply to applications for development approvals filed after the date of this notice's publication in the Miami Herald. Pending applications may be heard by the appropriate Town board only where they meet the more restrictive of the Current Zoning Code and the 2006 Zoning Code as modified above.

Public hearings for first reading by the Town Commission, review by the Planning and Zoning Board and Local Planning Agency, and second reading by the Town Commission will be noticed and held in the coming weeks. Interested parties may appear at the Public Hearings and be heard with respect to the proposed Ordinance.

Dated this ___ day of December, 2021

Sandra McCready, MMC
Town Clerk



**Town of Surfside
Town Commission Meeting
November 9, 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: Ocean Front Grant Study Program – Why wait when we can be safe now!

Objective: Why wait when we can be safe now! Let's not wait – we need to know now integrity of condo building in Surfside. To assist ocean front condo buildings with a grant to perform necessary structural and geotechnical studies to ensure the building is structurally sound.

Consideration: The most important thing is the safety, health and welfare of all Surfside residents. Many buildings have fixed income residents that cannot afford an assessment to study the structural integrity of the building or the ground its stands on. In lieu of the collapse of the Champlain tower these emergency preventive studies are necessary now. Why wait when we can be safe now!

Recommendation: To give the town manager direction to implement this grant to Surfside ocean front condo building.



DEBBIE
WASSERMAN SCHULTZ



PRESS RELEASES

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Wasserman Schultz Secures Surfside Investigation in Final Continuing Resolution Funding Package

Washington, September 29, 2021

Washington D.C. – The final continuing resolution package that funds federal agencies through early December and buys time to avoid a government shutdown, includes \$22 million to conduct a Surfside building collapse investigation, a measure that was already approved in the House, and should arrive to President Biden's desk later this week.

As part of the ongoing federal response into the collapse of Champlain Towers South in Surfside, FL, U.S. Congresswoman **Debbie Wasserman Schultz** (FL-23) in July secured \$22 million in funding for the National Institute of Standards and Technology (NIST) to conduct a technical investigation into the cause of the collapse that claimed nearly 100 lives. From her position on the House Appropriations Committee, Wasserman Schultz included this funding in the Fiscal Year 2022 Commerce, Justice, Science Appropriations bill. Last week, Wasserman Schultz secured the funding in the House Emergency Supplemental attached to the Continuing Resolution (CR), which has now been included in the Senate version of the “clean” CR.

These funds will allow NIST to conduct an unprecedented investigation into the sources of failure, and provide recommendations to rectify shortcomings in existing building standards to prevent future similar disasters. It can also inform future building codes for similar structures. NIST began investigating soon after the tragic collapse. This funding will give NIST resources it needs to continue its full, scientific investigation through the upcoming fiscal year.

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district includes Surfside, and roughly 15 miles of coastal Miami-Dade and Broward Counties. "This NIST investigation can help unlock the scope of those issues and saves thousands more lives by averting similar tragedies. I'm proud my Congressional colleagues saw the urgent need to allow NIST to conduct this in-depth, potentially life-saving investigation."

This will be only the fifth NIST investigation conducted under its NCST Act statutory authority. Previously, NIST used the authority to investigate the September 11, 2001, attack on the World Trade Center in New York City, the 2003 Station Nightclub Fire in West Warwick, Rhode Island, the 2011 Joplin Tornado in Joplin, Missouri, and Hurricane Maria in Puerto Rico in 2017.

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D. Wasserman Schultz
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**Town of Surfside
Town Commission Meeting
November 9, 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: Ballot Question for March 15, 2022 Elections

Objective: To determine what ballot questions should go on the next elections in March, 2022

Consideration: Discussion of several ballot questions

Recommendation: To give the town manager direction.



**Town of Surfside
Town Commission Meeting
November 9, 2021
7:00 pm**

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

Date: October 29, 2021

Prepared by: Charles Kesl

Subject: “Art in Public Spaces” Committee

Objective: Plan, implement and oversee a thoughtful “Art in Public Spaces” initiative that benefits the entire community, including the tourism and downtown business interests.

Consideration: Art in public spaces in Surfside can provide meaning and vision today and into the future.

Community sensitivities need to be addressed, along with consideration of the big picture, what curating public art has meant to other towns and cities, and Surfside’s place in the larger community, metro Miami and the world.

The Tourist Board, DVAC and the Commission have handled this issue in the past. Now, DVAC and Tourist Board have both expressed the importance of Art in Public Spaces. Procedurally, there has been disagreement between the two on how to handle and approve the process. To my knowledge, therefore, nothing has advanced or moved forward. Our community is facing many challenges and deserves a better process.

Art can provide reflection and healing. Art can connect the past to today and to the future. Art can inspire and give hope.

Recommendation: Establish an “Art in Public Spaces” Committee.

The committee should attract many interested residents, with and without professional art training or experience.

The Committee can be made up of one individual nominated by each member of the Commission, with two at large alternates. Alternatively, the Committee could be made up of at-large members, five committee members and two alternates confirmed at-large. This way, with alternates available,

the Committee will continue its work regularly, able to more easily meet quorum and participation requirements given demanding schedules of individuals.

(DVAC has also had trouble meeting quorum and alternates should be considered as an addendum to provide consistency and keep momentum and interest among those volunteering their time.)

I suggest there be no specific requirements for volunteer membership on the Committee. That said, I will aim to choose a nominee with curating experience and experience in the academic world, which tends to be freer of the pressures of the “art as commodity” market economy dominating the art world right now. I remain open-minded.

The timing is excellent to launch the Committee, with the holidays and Art Basel flourishing volunteer interest, and the remainder of the winter season to begin the important work of the Public Art Committee.